Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JULY 12, 2022
5:00 PM

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Presentation of a Proclamation to Celina High School State Champion Track Athlete Grant Williams (Terry)

B. Presentation of a Proclamation to the Celina Parks and Recreation Department Proclaiming July 2022 as, "National Parks and Recreation Month" (Terry)

C. Recognition of Celina Parks & Recreation Winners of Coaches and Parent of the Year for the Spring 2022 Youth Sport Season (Terry)

D. Presentation by Leadership Celina

E. Parks and American Legion Flag Presentation (Hopkins)

F. Bike Repair Station Dedication (Webb)

G. Recognition of Lance Vanzant (Terry)

H. Recognition of Corbett Howard (Terry)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Board and Commission Timeline Update (Satarino)

B. Discussion regarding the 2022 Community Engagement Survey. (Satarino)

C. City of Celina Stage 1 Drought Contingency Plan Implementation (Brawner)

D. Library/Administration Building Discussion (Brawner)

E. Annual Parks and Recreation Presentation (Webb)

F. Staff Discussion on FM 1385 Schematic Design (Brawner)

V. OPEN FORUM:

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

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

VI. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, pending or contemplated litigation, and 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease, or value of real property.

A. Discussion Regarding Chapter 380 Economic Development Agreement by and between the City of Celina and Bloomfield Homes, L.P.

B. Discussion Regarding Development Agreement by and between the City of Celina and First State Bank for a Temporary Site

C. Discussion Regarding Development Agreement by and between the City of Celina and a Membership Warehouse Club

D. Discussion Regarding Development Agreement by and between the City of Celina and Developer of Village at Ownsby Farms

E. Discussion Regarding Development Agreement by and between the City of Celina and Burger Fixins

F. Discussion Regarding Development Agreement, Ash Street

G. Discussion Regarding Development Agreement, Hong Tract

H. Discussion Regarding Project King

I. Discussion Regarding Doe Branch Creek Realignment West of Legacy Road (CR 6) and North of Creeks of Legacy West subdivision

J. Discussion Regarding Eminent Domain Proceedings

K. Discussion regarding Right-of-Way and Easement acquisitions within the Legacy Hills Development

L. Update on Blue Angus

Reconvene Into Open Session

M. Consider and act upon a Resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of public water and wastewater easements, grading and drainage easements, rights-of-way, and temporary construction easements in real properties as portions of tracts of land property for construction of the Legacy Hills subdivision.

N. Consider and act upon any items discussed in executive session.

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 - Jun 14, 2022, 5:00 PM

B. Consider and act on a resolution removing appointed City Council liaisons from city advisory boards. (Satarino)

C. Consider and act upon a resolution of the City Council of the City of Celina, Texas supporting Collin County's contract amendment for the construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) per the Interlocal Agreement dated May 8, 2018, in the amount of $729,546.52. (Brawner)

D. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022, and make appropriations for each department, project, and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

E. Consider and act upon approval of the updated Personnel Policy (Peters)

F. Consider and act upon adoption of the Public Improvement District (PID) Policy. (Stovall)

G. Consider and act upon an agreement by and between the City of Celina and Collin County to adopt the Collin County Hazard Mitigation Plan. (Metdker)

H. Consider and act upon a resolution accepting a petition to create the Harper Estates Public Improvement District within the corporate limits of the City of Celina, Collin County, Texas; calling a public hearing; and authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing. (Harper Estates – PID Petition) (Pollard)

I. Consider and act upon a request to amend a Development Agreement with Celina Depot, LLC; generally located at the southwest corner of Preston Road and Ash Street, within City Limits. (Ash Street – DA 1st Amendment) (Brawner)

J. Consider and act upon the Fifth Amendment to Development, Settlement, and Annexation Agreement between the City of Celina, Texas, MM Celina 3200, LLC, and North Parkway Municipal Management District No. 1 regarding certain amendments to such Agreement for additional infrastructure. (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement) (Mohan)

K. Consider and act upon Major Improvements Project #2 Construction, Funding, and Acquisition Agreement between the City of Celina, Texas, MM Celina 3200, LLC, and North Parkway Municipal Management District No. 1 regarding reimbursements for construction and installation of the Initial Major Improvements or Additional Major Improvements as described in the related Service and Assessment Plan, and other matters related thereto. (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement) (Mohan)

L. Consider and act upon an interlocal agreement for Fire Protection and Emergency Medical Services with the North Collin County Municipal Utility District No. 1; generally located southeast of future Marilee Road and future Peterman Parkway. (Mesquoakee Ranch Emergency Services ILA - Fire) (Mohan)

M. Consider and act upon an interlocal agreement for Law Enforcement Protection Services with the North Collin County Municipal Utility District No. 1; generally located southeast of future Marilee Road and future Peterman Parkway. (Mesquoakee Ranch Emergency Services ILA - Police) (Mohan)

N. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 6 acres within the Extraterritorial Jurisdiction, generally located north of FM 455 and approximately 1,600 feet west of future Celina Parkway. (Trails Baptist Church – C-3 Expedited Annexation Service Agreement) (Mohan)

O. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 5 acres within the Extraterritorial Jurisdiction, generally located west of Smiley Road and approximately 2,900 feet south of FM 428. (5513 Smiley Road – C-3 Expedited Annexation Service Agreement) (Mohan)

P. Consider and act upon a Chapter 380 Economic Development Agreement by and between the City of Celina and Bloomfield Homes, L.P. (Bromiley)

Q. Consider and act to purchase police equipment from Axon Enterprise, Inc., through a cooperative contract with BuyBoard in an amount not to exceed $750,747.42. (Berry)

R. Consider and act to authorize contingency in the amount of $210,058 for the Celina Road Pump Station Phase 3 project. (Berry)

S. Consider and act to award bid 2022-0156 for Maryland Drainage and Paving at the unit prices listed to ANA Site Construction in an amount of $383,823.50 plus contingency in the amount of $38,382.35 for a total amount not to exceed $422,205.85 . (Berry)

T. Consider and act to award bid 2022-0155 for Preston Road lighting phase 2 at the unit prices listed to Tejas Utilities in an amount of $912,690.47 plus ten percent contingency in the amount of $91,269.05 for a total amount not to exceed $1,003,959.52. (Berry)

U. Consider and act to reject all responses for bid 2022-0160 for Preston Road lighting, phase 3. (Berry)

V. Consider and act authorize the purchase of furniture for the Public Works Service Center improvements through cooperative contracts with JKC Designs in an amount not to exceed $76,247.00. (Berry)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 6 acres, generally located north of FM 455 and approximately 1,600 feet west of future Celina Parkway, within the Extraterritorial Jurisdiction (ETJ). (Trails Baptist Church – Annexation) (Mohan)

B. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 6 acres to Community Facilities (CF) Zoning District, generally located north of FM 455 and approximately 1,600 feet west of future Celina Parkway. (Trails Baptist Church - Zoning) (Mohan)

C. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 10 acres of Planned Development (PD) No. 86 with Multi-Family Zoning District, Urban Edge (MF-2) base zoning, generally located south of Ash Street and approximately 700 feet west of Preston Road. (Celina Station – Zoning) (McAfee)

D. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 5 acres, generally located west of Smiley Road and approximately 2,900 feet south of FM 428, within the Extraterritorial Jurisdiction (ETJ). (5513 Smiley Road - Annexation) (Mohan)

E. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 5 acres to Commercial, Office & Retail (C) Zoning District, generally located west of Smiley Road and approximately 2,900 feet south of FM 428. (5513 Smiley Road - Zoning) (Mohan)

F. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 71 acres to a Planned Development (PD) with a base zoning of Mixed Use (MU) Zoning District, generally located at the northwest corner of Celina Parkway and future J. Fred Smith Parkway. (Celina Landing – PD Amendment) (Mohan)

G. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Concept Plan and Development Regulations of Planned Development (PD) No. 43 on approximately 23 acres, generally located south of Legacy Drive and approximately 1,000 feet east of Preston Road. (Chalk Hill MF - PD Amendment) (McAfee)

IX. ACTION ITEM:

A. Consider and act to authorize the Contract and Guaranteed Maximum Price (GMP) for the construction of Fire Station 3 to Crossland Construction Company for a guaranteed maximum amount not to exceed $14,751,797.00. (Brawner)

B. Consider and act to award bid 2022-0162 for installation of a all way stop at the intersection of Dallas Pkwy and the Outer Loop at the unit prices listed to Total Highway Maintenance, LLC., in the amount of $88,335.00 plus ten percent contingency $8,833.50 for a total amount not to exceed $97,168.50. (Berry)

C. Consider and act upon all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2022", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. (Bromiley)

D. Discussion regarding City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 299 acres, in the extraterritorial jurisdiction; generally located north of future Frontier Parkway, east of Smiley Road, south of future Stallcup Boulevard, and west of future Peterman Parkway, as described below. (22-01 Annexation Petition Verification) (Field)

1. Collin CAD Property ID 1013584, being an approximate 14.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),

2. Collin CAD Property ID 998772, being an approximate 36.79 acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),

3. Collin CAD Property ID 1011586, being an approximate 24.98 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 6; generally located approximately 50 feet west of future Coit Road and approximately 30 feet north of future Old Glendenning Road (VP Caravan NoteCo LLC),

4. Collin CAD Property ID 1011602, being an approximate 62.14 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 8; generally located at the southeast corner of future Coit Road and County Road 92 (VPTM Cross Creek LB LLC),

5. Collin CAD Property ID 2841668, being an approximate 37.70 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 20; generally located west of future Coit Road and north of future Old Glendenning Road (VPTM Cross Creek LB LLC)

6. Collin CAD Property ID 2506775, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),

7. Collin CAD Property ID 986473, being an approximate 29.83 acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 6; generally located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),

8. Collin CAD Property ID 2143120, being an approximate 10.04 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),

9. Collin CAD Property ID 2711132, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),

10. Collin CAD Property ID 1225221, being an approximate 10.48 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),

11. Collin CAD Property ID 991733, being an approximate 12.91 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 11; generally located west of future Legacy Drive and approximately 1,320 feet south of future J. Fred Smith Parkway (Smith, Tracy D. & Dawn L.),

12. Collin CAD Property ID 2142193, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),

13. Collin CAD Property ID 2649863, being an approximate 11.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),

14. Collin CAD Property ID 2507796, being an approximate 5.16 acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),

15. Collin CAD Property ID 1766084, being an approximate 2.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)

16. Collin CAD Property ID 992153, being an approximate 0.40 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),

17. Collin CAD Property ID 985401, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0357 in the German Emigration Co Survey, Tract 12; generally located west of Louisiana Drive and approximately 945 feet north of Old Preston Trail (Gibson, Joe Elzie & Dessie Imogene),

18. Collin CAD Property ID 2665774, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC), and

19. Denton CAD Property ID 159732, being an approximate 1.00 acre tract of land in Denton County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).

E. Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 299 acres, in the extraterritorial jurisdiction; generally located north of future Frontier Parkway, east of Smiley Road, south of future Stallcup Boulevard, and west of future Peterman Parkway, and that portion of all County Road rights-of-ways adjacent to said territory; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (22-01 Annexation Petition Verification Resolution) (White)

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X. ADJOURNMENT:

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

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551. "I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: July 7, 2022 at 5:00 p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

_____ _____

Lauren Field, TRMC Date Notice Removed
Deputy City Secretary

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	2022 Community Engagement Survey

Action Requested:
Discussion regarding the 2022 Community Engagement Survey. (Satarino)

Background Information:
The City has partnered with Polco to conduct a community engagement survey to gauge residents' views on the City's impact. To do this, a representative sample of the Celina population will receive a letter indicating that they may take part in this survey. This survey data collection will occur for a period of five weeks. Next, the entire community will be able to partake in an open participation survey, ensuring that residents who wish to be a part of this survey will have the opportunity to do so. This open survey will occur for two weeks. At this survey's conclusion, Polco will create a report of the collected data and deliver it to City leadership.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Polco Presentation

Staff Recommendation:
N/A

2022 Community Engagement Survey

Anthony Satarino
July 12, 2022

Attachment: polco presentation to council (2022 Community Engagement Survey)

CONSULTANT SERVICES

- Historically, the City has partnered with a consultant to conduct a community engagement survey once every two years.
- For 2022, the City has partnered with Polco to conduct a benchmarking survey to better understand how the City's performance impacts the community.
- This type of survey will allow the City to compare its performance to neighboring cities and itself over time.

Attachment: polco presentation to council (2022 Community Engagement Survey)

POLCO/NRC & THE NCS

- The National Research Center (NRC), a Polco partner, has over 25 years of industry experience having worked with hundreds of jurisdictions nationwide with their benchmarking surveys and custom survey research.

- The National Community Survey (NCS), is a standardized survey tool that provides robust benchmark comparisons for local governments across the nation.

Attachment: polco presentation to council (2022 Community Engagement Survey)

THE CITY'S PROCESS

- July 2022 – release survey to sample households
- August 2022 – release of community-wide survey
- September 2022 – finalize survey results

- Survey includes:
  - NCS standard benchmark questions
  - ½ of custom questions; two write-in questions

Attachment: polco presentation to council (2022 Community Engagement Survey)

ADDITIONAL POLCO BENEFITS

- Access to Polco's survey dashboard
- Ability to customize and send additional community surveys to residents throughout the year
    - E.g., gauge resident interest pertaining to City's proposed plans.
- Use as a tool for continuous community feedback loop

Attachment: polco presentation to council (2022 Community Engagement Survey)

The City of Celina 2022 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Celina.

	Excellent	Good	Fair	Poor	Don't know
Celina as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Celina as a place to raise children	1	2	3	4	5
Celina as a place to work	1	2	3	4	5
Celina as a place to visit	1	2	3	4	5
Celina as a place to retire	1	2	3	4	5
The overall quality of life in Celina	1	2	3	4	5
Sense of community	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Celina as a whole.

	Excellent	Good	Fair	Poor	Don't know
Overall economic health of Celina	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Celina	1	2	3	4	5
Overall design or layout of Celina's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Celina (water, sewer, storm water, electric/gas, broadband)	1	2	3	4	5
Overall feeling of safety in Celina	1	2	3	4	5
Overall quality of natural environment in Celina	1	2	3	4	5
Overall quality of parks and recreation opportunities	1	2	3	4	5
Overall health and wellness opportunities in Celina	1	2	3	4	5
Overall opportunities for education, culture, and the arts	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	Very likely	Somewhat likely	Somewhat unlikely	Very unlikely	Don't know
Recommend living in Celina to someone who asks	1	2	3	4	5
Remain in Celina for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	Very safe	Somewhat safe	Neither safe nor unsafe	Somewhat unsafe	Very unsafe	Don't know
In your neighborhood during the day	1	2	3	4	5	6
In Celina's downtown/commercial area during the day	1	2	3	4	5	6
From property crime	1	2	3	4	5	6
From violent crime	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Celina community does at each of the following.

	Excellent	Good	Fair	Poor	Don't know
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	1	2	3	4	5

6. Please rate each of the following in the Celina community.

	Excellent	Good	Fair	Poor	Don't know
Overall quality of business and service establishments in Celina	1	2	3	4	5
Variety of business and service establishments in Celina	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Celina	1	2	3	4	5
Overall image or reputation of Celina	1	2	3	4	5

Attachment: polco presentation to council (2022 Community Engagement Survey)

THE NCS™ The National Community Survey™

7. Please also rate each of the following in the Celina community.

	Excellent	Good	Fair	Poor	Don't know
Traffic flow on major streets	1	2	3	4	5
Ease of public parking	1	2	3	4	5
Ease of travel by car in Celina	1	2	3	4	5
Ease of travel by public transportation in Celina	1	2	3	4	5
Ease of travel by bicycle in Celina	1	2	3	4	5
Ease of walking in Celina	1	2	3	4	5
Well-planned residential growth	1	2	3	4	5
Well-planned commercial growth	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Overall quality of new development in Celina	1	2	3	4	5
Overall appearance of Celina	1	2	3	4	5
Cleanliness of Celina	1	2	3	4	5
Air quality	1	2	3	4	5
Availability of paths and walking trails	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)	1	2	3	4	5
Recreational opportunities	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts	1	2	3	4	5
Availability of affordable quality childcare/preschool	1	2	3	4	5
K-12 education	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride	1	2	3	4	5
Neighborliness of residents in Celina	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	No	Yes
Contacted the City of Celina (in-person, phone, email, or web) for help or information	1	2
Contacted Celina elected officials (in-person, phone, email, or web) to express your opinion	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	1	2
Watched (online or on television) a local public meeting	1	2
Volunteered your time to some group/activity in Celina	1	2
Campaigned or advocated for a local issue, cause, or candidate	1	2
Voted in your most recent local election	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving	1	2

Attachment: polco presentation to council (2022 Community Engagement Survey)

The City of Celina 2022 Community Survey

9. Please rate the quality of each of the following services in Celina.

	Excellent	Good	Fair	Poor	Don't know
Public information services	1	2	3	4	5
Economic development	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning	1	2	3	4	5
Street lighting	1	2	3	4	5
Sidewalk maintenance	1	2	3	4	5
Land use, planning, and zoning	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility	1	2	3	4	5
Utility billing	1	2	3	4	5
Police/Sheriff services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services	1	2	3	4	5
Fire prevention and education	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Celina open space	1	2	3	4	5
Recycling	1	2	3	4	5
Yard waste pick-up	1	2	3	4	5
City parks	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Celina employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Celina government performance.

	Excellent	Good	Fair	Poor	Don't know
The value of services for the taxes paid to Celina	1	2	3	4	5
The overall direction that Celina is taking	1	2	3	4	5
The job Celina government does at welcoming resident involvement	1	2	3	4	5
Overall confidence in Celina government	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest	1	2	3	4	5
Being open and transparent to the public	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

Attachment: polco presentation to council (2022 Community Engagement Survey)

THE NCS™ The National Community Survey™

11. Overall, how would you rate the quality of the services provided by each of the following?

	Excellent	Good	Fair	Poor	Don't know
The City of Celina	1	2	3	4	5
The Federal Government	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Celina community to focus on each of the following in the coming two years.

	Essential	Very important	Somewhat important	Not at all important
Overall economic health of Celina	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Celina	1	2	3	4
Overall design or layout of Celina's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Celina (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Celina	1	2	3	4
Overall quality of natural environment in Celina	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Celina	1	2	3	4
Overall opportunities for education, culture, and the arts	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. Prior to living in the City of Celina, which statement best describes your previous residency?

❍ I am a Celina native/resided in the City for 10+ years
❍ Dallas or Fort Worth proper
❍ The greater Dallas-Fort worth area
❍ Elsewhere in Texas
❍ Another state
❍ A country outside of the United States

14. In the past 12 months, how many times, if at all, have you or another household member visited Celina's downtown for shopping, dining or entertainment?

❍ Every week or almost every week ❍ Twice a month ❍ Once a month ❍ A few times a year ❍ Never

15. Please rate each of the following aspects of Celina's downtown.

	Excellent	Good	Fair	Poor	Don't know
Variety of shopping options	1	2	3	4	5
Variety of dining and entertainment options	1	2	3	4	5
Availability of downtown living	1	2	3	4	5
Variety of professional services (e.g., real estate, medical, financial/legal, etc.)	1	2	3	4	5
Number of family-oriented businesses	1	2	3	4	5
Variety of cultural and art-related options (art galleries, theaters, etc.)	1	2	3	4	5
Transportation and parking options	1	2	3	4	5

16. As a resident of Celina, what <u>one</u> attribute do you believe the City does well and would want to maintain?

_____

_____

17. From a City services, facilities, or program standpoint, what improvement would you most like to see in Celina? Please describe only one.

_____

_____

Attachment: polco presentation to council (2022 Community Engagement Survey)

The City of Celina 2022 Community Survey

Our last questions are about you and your household.
Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email	1	2	3	4	5	6
Share your opinions online	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

❍ Excellent ❍ Very good ❍ Good ❍ Fair ❍ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

❍ Very positive ❍ Somewhat positive ❍ Neutral ❍ Somewhat negative ❍ Very negative

D4. How many years have you lived in Celina?

❍ Less than 2 years
❍ 2-5 years
❍ 6-10 years
❍ 11-20 years
❍ More than 20 years

D5. Which best describes the building you live in?

❍ One family house detached from any other houses
❍ Building with two or more homes (duplex, townhome, apartment, or condominium)
❍ Mobile home
❍ Other

D6. Do you rent or own your home?

❍ Rent
❍ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

❍ Less than $500
❍ $500 to $999
❍ $1,000 to $1,499
❍ $1,500 to $1,999
❍ $2,000 to $2,499
❍ $2,500 to $2,999
❍ $3,000 to $3,499
❍ $3,500 or more

D8. Do any children 17 or under live in your household?

❍ No ❍ Yes

D9. Are you or any other members of your household aged 65 or older?

❍ No ❍ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

❍ Less than $25,000
❍ $25,000 to $49,999
❍ $50,000 to $74,999
❍ $75,000 to $99,999
❍ $100,000 to $149,999
❍ $150,000 or more

D11. Are you Spanish, Hispanic or Latino?

❍ No, not Spanish, Hispanic, or Latino
❍ Yes, I consider myself to be Spanish, Hispanic, or Latino

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

❑ American Indian or Alaskan Native
❑ Asian, Asian Indian, or Pacific Islander
❑ Black or African American
❑ White
❑ Other

D13. In which category is your age?

❍ 18-24 years
❍ 25-34 years
❍ 35-44 years
❍ 45-54 years
❍ 55-64 years
❍ 65-74 years
❍ 75 years or older

D14. What is your gender?

❍ Female
❍ Male
❍ Identify in another way

Thank you! Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502

Attachment: polco presentation to council (2022 Community Engagement Survey)

QUESTIONS?

Attachment: polco presentation to council (2022 Community Engagement Survey)

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Figueroa, Director of Public Works
CC:	Kim Brawner, Assistant City Manager
Date:	July 12, 2022
Re:	Stage 1 Water Conservation Measures Implemented

Action Requested:
City of Celina Stage 1 Drought Contingency Plan Implementation (Brawner)

Background Information:
Upper Trinity Regional Water District (UTRWD) has implemented Stage 1 of It's Drought Contingency Plan due to unusually high water demands throughout their Regional Treated Water System, which could cause reduced delivery capacity for all or part of their System. UTRWD has requested on June 28, 2022 that the City of Celina initiate its Stage 1 water conservation measures to include the limiting of water to no more than two times a week and prohibiting watering between 10am and 6 pm.

Staff Recommendation:

UPPER TRINITY
REGIONAL WATER DISTRICT

MEMORANDUM

TO: Regional Treated Water System Customers

FROM: Larry N. Patterson, Executive Director

DATE: June 28, 2022

RE: Upper Trinity To Initiate Stage 1 of its Drought Contingency Plan

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The lack of meaningful rainfall, continued hot, dry conditions and overall growth and development are leading to higher than normal water use within Upper Trinity's service area. Consequently, water demands are approaching a level that could cause a reduced delivery capacity for all or parts of the Regional Treated Water System.

Accordingly, I have determined that it is necessary to take steps to reduce these high demands. Therefore, pursuant to Section 6.3 of Upper Trinity's Drought Plan, I am initiating **Stage 1 – Water Watch** effective immediately. This action is intended to result in a five percent (5%) reduction of water use for public purposes and by retail customers. Specifically, **Stage 1 – Water Watch** limits outdoor watering to a maximum of two times per week and prohibits outdoor watering between the hours of 10 a.m. to 6 p.m. each day. A copy of Upper Trinity's Drought Plan can be found at https://www.utrwd.com/saving-water/help-us-conserve.

Implementation of **Stage 1 – Water Watch** requires each Customer to implement the applicable stage of its drought contingency plan, which includes the mandatory time-of-day and maximum two-times-per-week landscape watering schedule. The intent of Upper Trinity's policy is for all Customers to have maximum flexibility in implementing and enforcing these conservation measures.

Customers are also urged to increase educational efforts to retail customers and the general public - - emphasizing ways to conserve water. Outreach materials are available from Upper Trinity's **'Water Less Y'all'** awareness campaign, including digital graphics and suggested social media posts.

Upper Trinity will continue to monitor these conditions and will update you if additional measures are appropriate or necessary.

Thank you in advance for your cooperation and assistance. Should you have any questions, please call Jody Zabolio, Director of Operations & Water Resources, or Jason Pierce, Manager of Governmental Affairs and Communications, at 972-219-1228.

Attachment: Memo to Regional Treated Water System Customer_20220628 (Stage 1 Water Conservation Measures Implemented)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kim Brawner, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Library/Administration Building

Action Requested:
Library/Administration Building Discussion (Brawner)

Staff Recommendation:

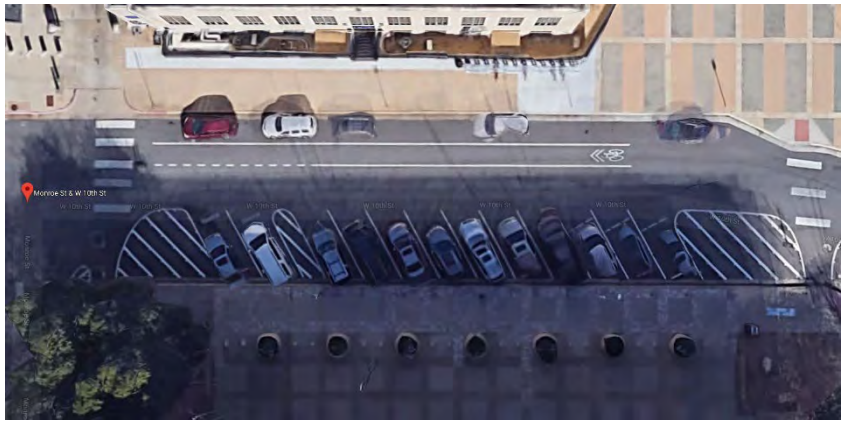
CITY OF CELINA LIBRARY / ADMINISTRATION BUILDING

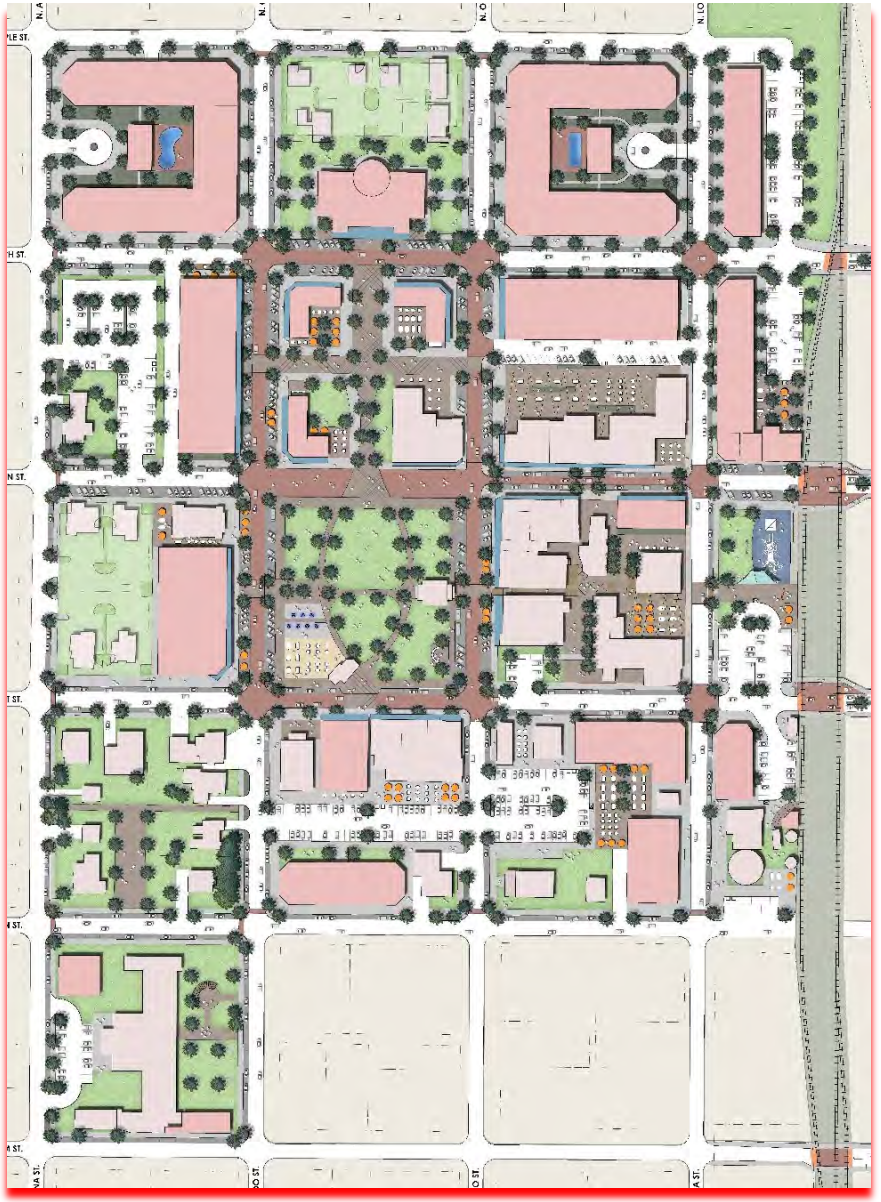
Kimberly Brawner
ACM – Public Services

July 12, 2022

Attachment: Bond Election 07.05.22_admin building (Adminstration Building)

BEGINNING DOWNTOWN IDEAS



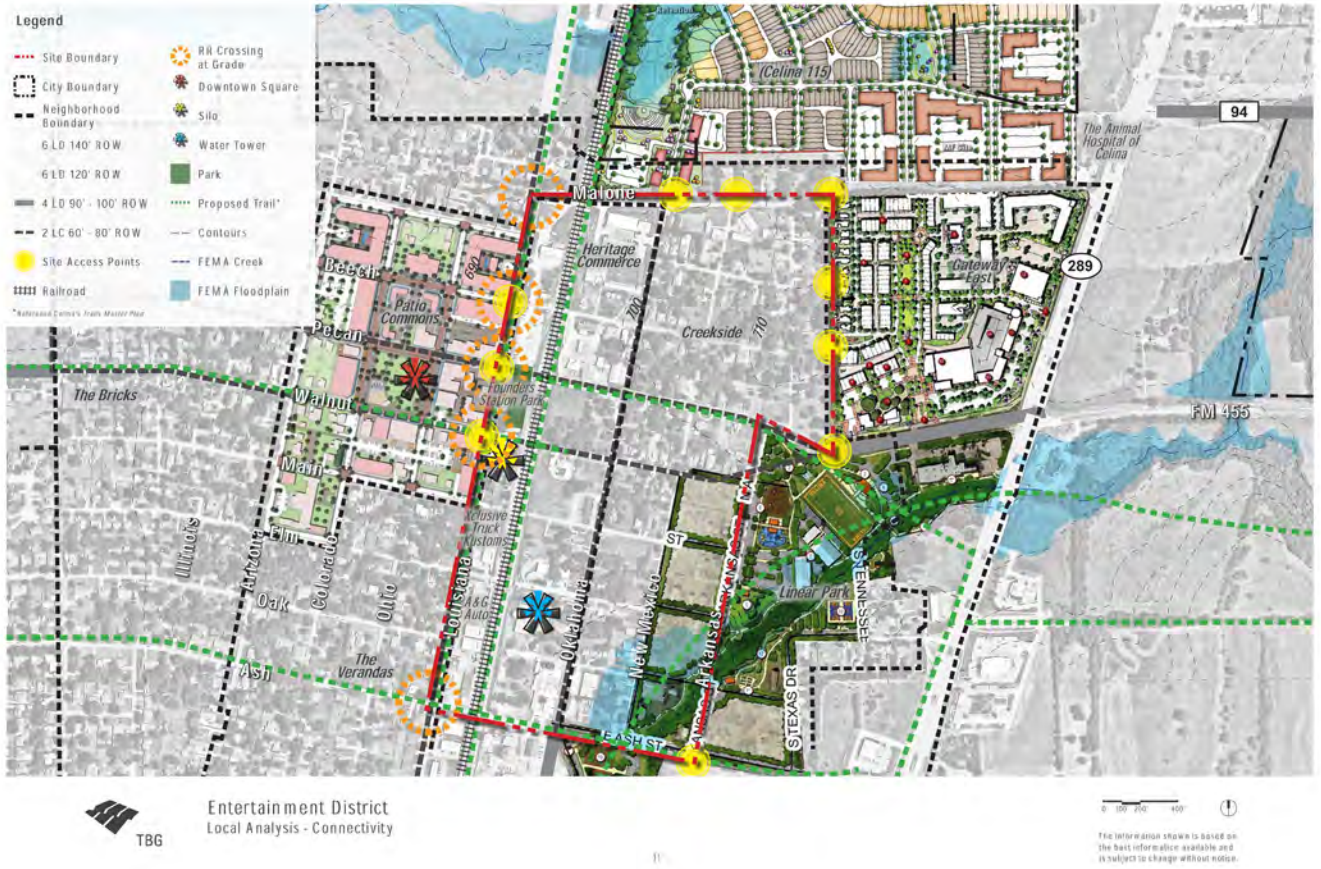


Attachment: Bond Election 07.05.22_admin building (Adminstration Building)

Downtown Development

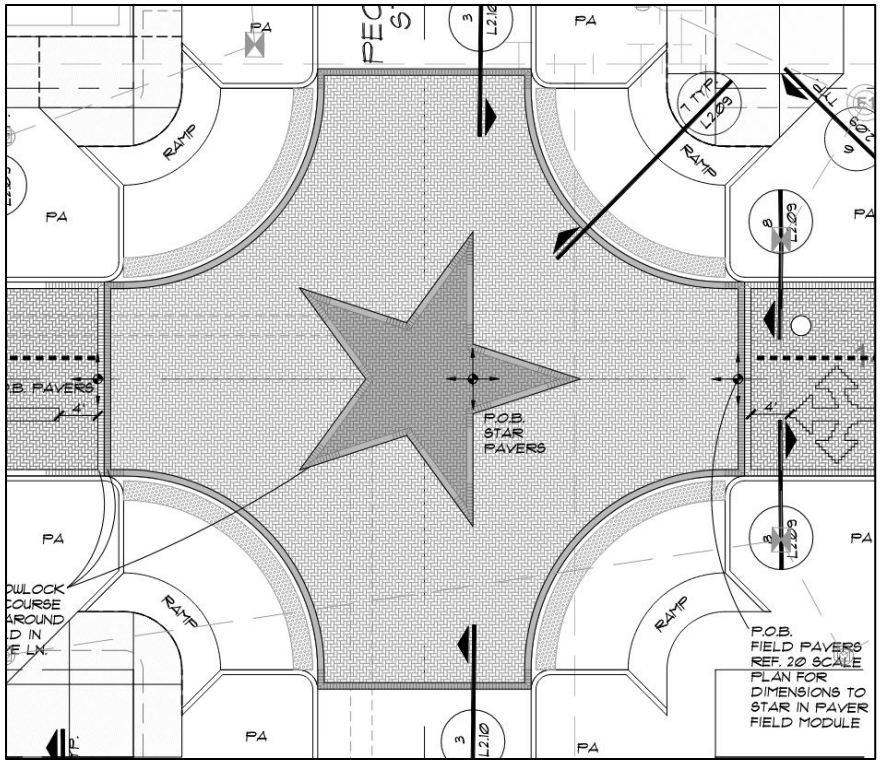
Attachment: Bond Election 07.05.22_admin building (Adminstration Building)

DOWNTOWN DEVELOPMENT



Attachment: Bond Election 07.05.22_admin building (Adminstration Building)

INNER LOOP CONSTRUCTION



Attachment: Bond Election 07.05.22_admin building (Adminstration Building)

PATIO PLAZA

Attachment: Bond Election 07.05.22_admin building (Adminstration Building)

Enhanced Downtown Square

Revised Downtown Square

Attachment: Bond Election 07.05.22_admin building (Adminstration Building)

Special Event Lawn

FUTURE ADMINISTRATION/LIBRARY

Directives to Architect

- VAI – designed Council Chambers remodel
- Future Downtown Library
- First phase – library would be first floor. Admin would be floors above.
- Keep in scale with current Downtown.
- Do not want a flat building.
- Activate space after City Hall closes.

Attachment: Bond Election 07.05.22_admin building (Adminstration Building)

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Attachment: Bond Election 07.05.22_admin building (Adminstration Building)

vai architects

Site Plan / Building Massing

Life Connected.

Parks and Recreation
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Cody Webb, Director of Parks and Recreation
CC:	Kim Brawner, Assistant City Manager
Date:	July 12, 2022
Re:	Annual Parks and Recreation Presentation

Action Requested:
Annual Parks and Recreation Presentation (Webb)

Background Information:
Youth and adult Sports
Adult Sport
Opening new Turf Fields
Pioneer Athletics Field of the year
Senior Center
Bobcat Trail
Down Town Patio Project

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

ANNUAL PARKS AND RECREATION UPDATE

July 12th, 2022

Attachment: 4 - E -- Annual Park and Rec Presentation - Webb (Annual Parks and

YOUTH AND ADULT SPORTS

TEAM COUNT BY SPORT *CITY OF CELINA PARKS AND RECREATION DEPARTMENT*

SPORT	SEASON	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
*YFFB - LEAGUE**	Fall	14	25	41	50	60	72	88	80	104	
YFFB - Celina teams	Fall	5	9	14	17	19	24	25	20	22	
baseball (rec "A")	Spring	11	13	15	18	21	24	27	22	22	24
baseball-AA *	0	0	0	0	0	0	0	0	11	17	
girls softball	Spring	5	7	7	8	9	6	4	4	6	8
girls softball	Fall	2	1	4	4	1	0	0	0	0	0
*7on7 football**	Spring	16	18	28	20	34	24	32	42	51	80
basketball	Winter	n/a	10	15	24	17	20	22	26	34	
soccer	Spring	0	0	0	0	0	0	0	14	19	27
soccer	Fall	0	0	0	0	0	0	12	12	19	
adult softball	summer	20	21	6	12	8	11	14	6	12	9
adult softball	fall	8	0	0	0	6	10	8	4	0	

Attachment: 4 - E -- Annual Park and Rec Presentation - Webb (Annual Parks and

YOUTH AND ADULT SPORTS

COUNT OF CELINA PLAYERS

SPORT	SEASON	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
flag football	Fall	48	70	126	147	176	213	220	171	198	221
baseball ("A")	Spring	150	153	190	204	231	255	293	242	262	245
baseball ("AA")	Spring	0	0	0	0	0	0	0	55	70	48
girls softball	Spring	66	63	81	91	86	59	46	60	57	78
girls softball	Fall	10	15	39	42	10	0	0	0	0	0
7on7 football	Spring	n/a	20	50	50	10	40	80	100	90	100
soccer	Spring	0	0	0	0	0	0	0	111	174	267
soccer	Fall	0	0	0	0	0	0	118	86	180	300
basketball	Winter	n/a	86	143	198	168	195	201	243	296	

Attachment: 4 - E -- Annual Park and Rec Presentation - Webb (Annual Parks and

NEW TURF FIELDS

FIELD OF THE YEAR PIONEER ATHLETICS

Field of the Year:

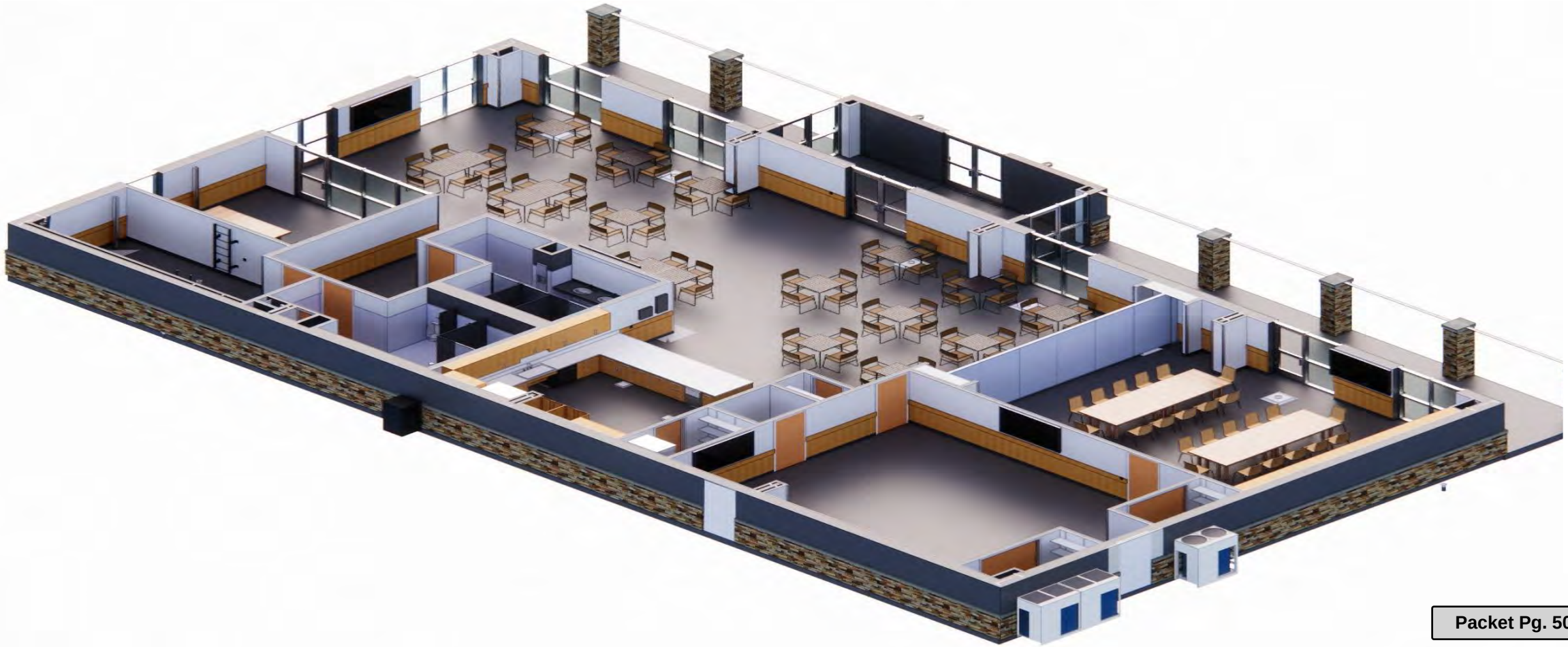
- *Maintenance Schedule*
- *Amount of Practice per season*
- *Number of games season*
- *Man hours per year*
- *Equipment*

Attachment: 4 - E -- Annual Park and Rec Presentation - Webb (Annual Parks and

SENIOR CENTER

Attachment: 4 - E -- Annual Park and Rec Presentation - Webb (Annual Parks and

SENIOR CENTER



Attachment: 4 - E -- Annual Park and Rec Presentation - Webb (Annual Parks and

BOBCAT TRAIL

Attachment: 4 - E -- Annual Park and Rec Presentation - Webb (Annual Parks and

DOWNTOWN PATIO UPDATE

Attachment: 4 - E -- Annual Park and Rec Presentation - Webb (Annual Parks and

DOWNTOWN PATIO UPDATE

Attachment: 4 - E -- Annual Park and Rec Presentation - Webb (Annual Parks and

DOWNTOWN PATIO UPDATE

Timeline:

- Construction Contract presented for Council Approval May 10th
- Construction start June 2022
- Estimated completion Spring 2023

Attachment: 4 - E -- Annual Park and Rec Presentation - Webb (Annual Parks and

Life Connected.

Attachment: 4 - E -- Annual Park and Rec Presentation - Webb (Annual Parks and

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	FM 1385 Schematic Design Public Meeting

Action Requested:
Staff Discussion on FM 1385 Schematic Design (Brawner)

Background Information:
In March 2018, the City of Celina joined in with the residents of Little Elm, Aubrey, Prosper and Denton Freshwater District 10 to request that Texas Department of Transportation (TxDOT) place FM 1385 on the State's Long Range Planning program. In July 2020, TxDOT started the design process. TxDOT divided the roadway into two sections - Section 1 (South) and Section 2 (North). Section 1 is from US 380 to Mustang Creek. Approximately one-half of Section 1 is within the City limits for Celina. Section 2 starts at Mustang Creek and extends north to FM 455 in Pilot Point.

The first public meeting was held September 2020. On June 16, 2022, TxDOT held the 2nd public meeting at Grace Chapel located at 14632 Fishtrap Road in Aubrey, Texas. During the meeting, TxDOT presented the schematic plans and the proposed realignments at FM 1385 & Gee Road and at FM 1385 & Mustang Creek. Citizens interested in reading or listening to the public meeting can see the presentation on line at https://www.keepitmovingdallas.com/public-hearings/2022/notice-of-public-meeting-fm-1385-from-us-380-to-fm-455-denton-county.

The public hearing component is from June 16, 2022 to July 1, 2022. TxDOT will accept comments after that date, but the sooner they are received the better.

Board Review/Citizen Input:
NA

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Schematic Resolution
Public Hearing presentation

Staff Recommendation:

Keep It Moving Dallas

Virtual Public Meeting for FM 1385

From US 380 to FM 455

Denton County

CSJ 1315-01-030

Thursday, June 16, 2022

The virtual meeting begins on Thursday, June 16, 2022 at 5:30 PM and will remain available online through the comment period deadline of July 1, 2022. During this time, please view the project materials and other information provided on this site to learn about the project and provide your comments.

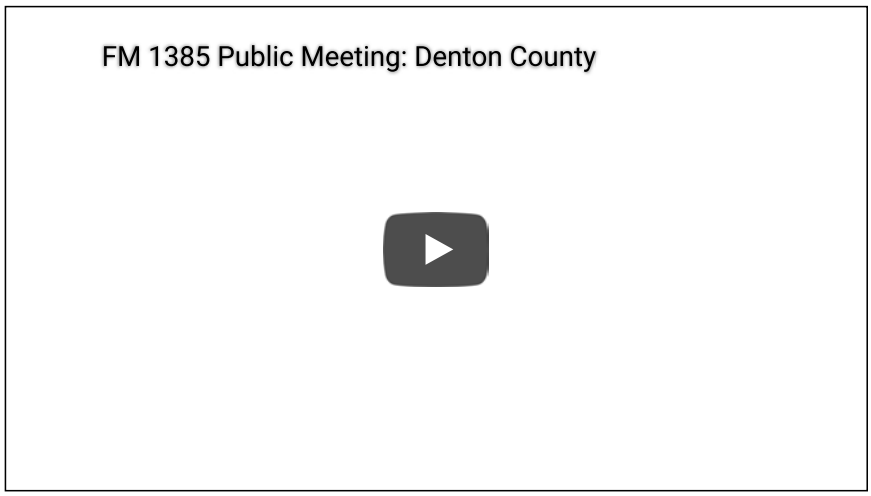
Attachment: FM 1385 06.22 Public Meeting (FM 1385 Schematic Review)

Attachment: FM 1385 06.22 Public Meeting (FM 1385 Schematic Review)

PROJECT DESCRIPTION

The proposed project would include construction of a six-lane divided urban roadway from US 380 to Mustang Road and a four-lane interim (six-lane ultimate) divided roadway from Mustang Road to FM 455 with sidewalks/shared use paths. A new location realignment of the central portion of FM 1385 at Mustang Road is proposed to directly connect FM 1385 to the north and south without requiring vehicles to travel along the Mustang Road portion of existing FM 1385. Additionally, a new location realignment of the southern portion of FM 1385 at Gee Road/Fishtrap Road is also proposed.

PRESENTATION



Presentation

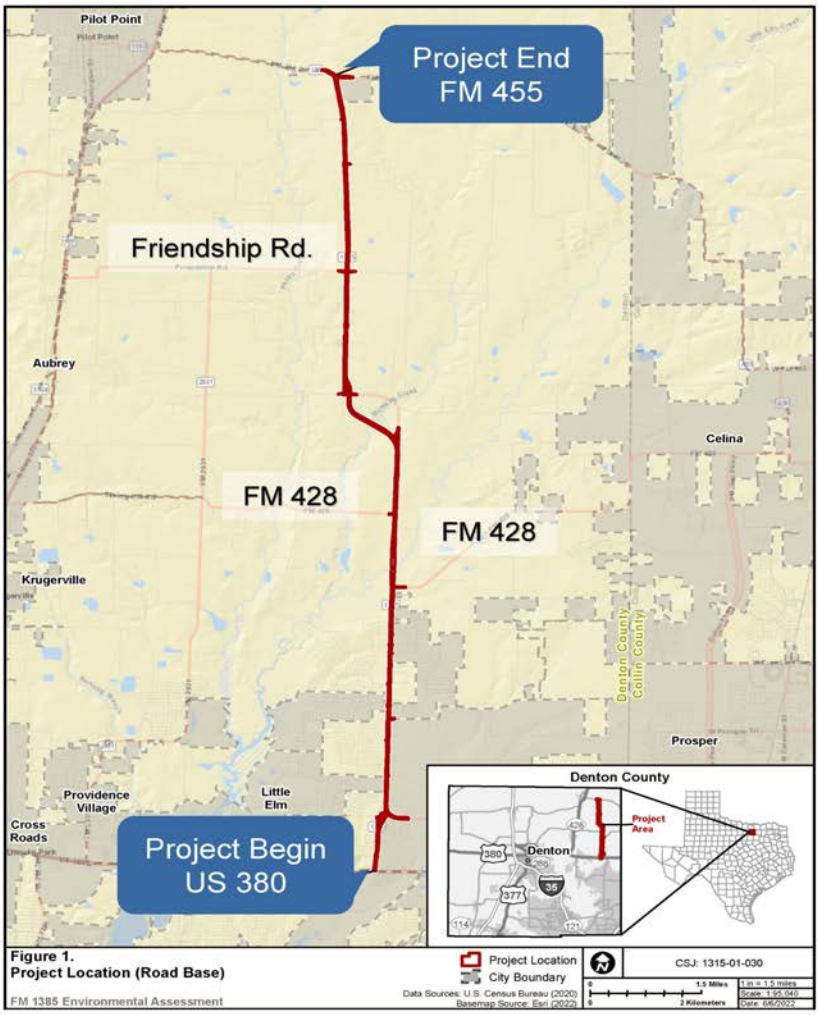
Script

TxDOT EXHIBITS

You may click on any of the project exhibits below to view them at full size

Attachment: FM 1385 06.22 Public Meeting (FM 1385 Schematic Review)

Project Area



Project Facts

FM 1385 Project Limits:
From US 380 to FM 455

Study Length:
Approximately 12.03 miles

Located In:
Denton County

Texas Department of Transportation

Attachment: FM 1385 06.22 Public Meeting (FM 1385 Schematic Review)

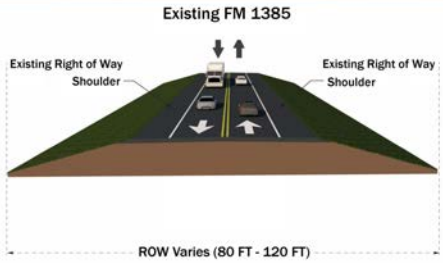
Project Purpose and Need

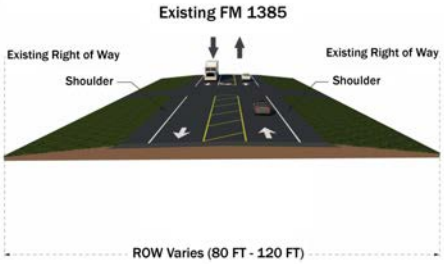
Project Purpose:
The proposed project's purpose is to improve mobility and bring the roadway up to current design standards. The overall goal is to provide a facility that will accommodate future traffic and improve safety with additional lanes and reconstructed intersections at FM 1385 and Mustang Road and at FM 1385 and Gee Road/Fishtrap Road.

Project Need:
The proposed project is needed to meet future travel demands stemming from projected population growth and traffic volumes.

Texas Department of Transportation

Existing Roadway Typical Sections





Texas Department of Transportation

Attachment: FM 1385 06.22 Public Meeting (FM 1385 Schematic Review)

Proposed Roadway Typical Sections

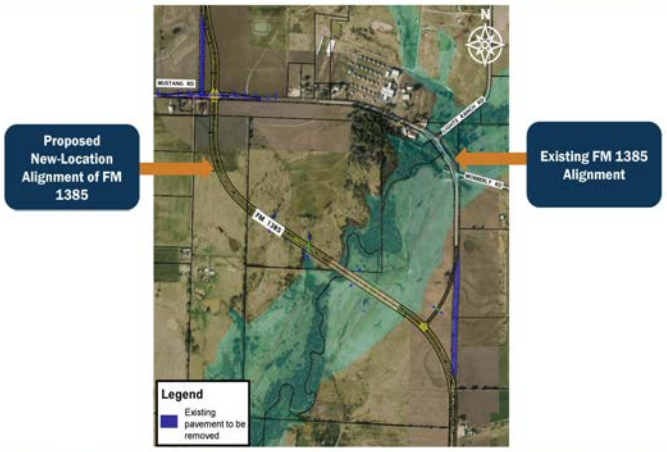
FM 1385 from US 380 to Mustand Road (6-lane)

FM 1385 from Mustang Road to FM 455 (4-lane interim)

FM 1385 from Mustang Road to FM 455 (6-lane ultimate)

Texas Department of Transportation

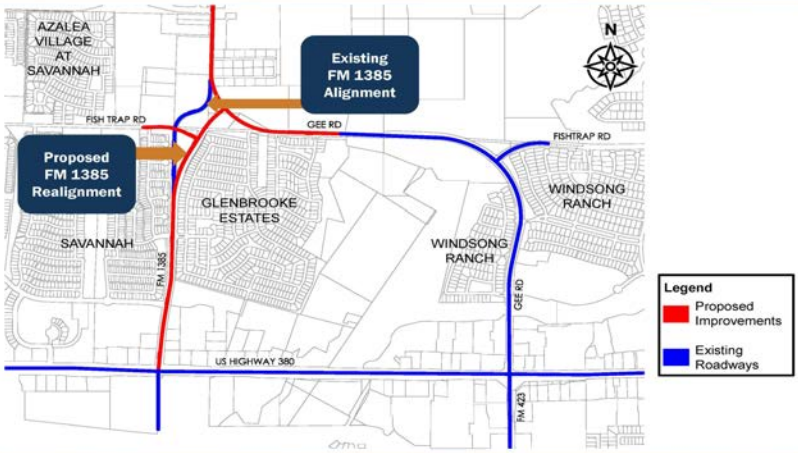
Proposed Roadway Realignment at Mustang Road



Texas Department of Transportation

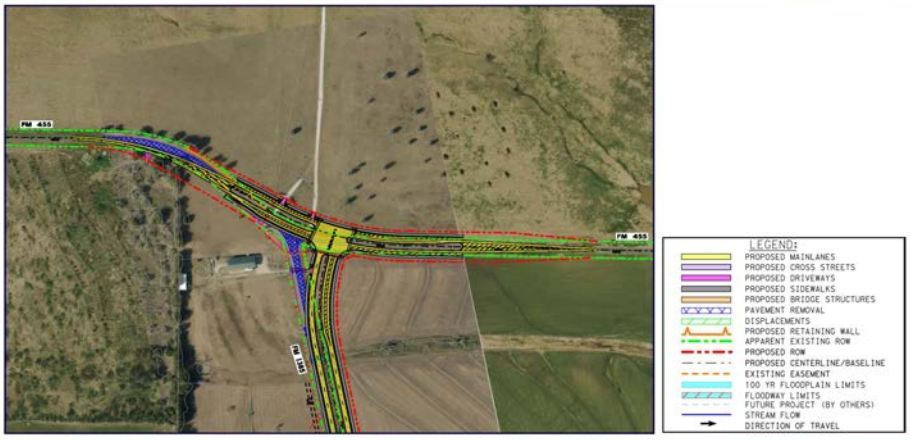
Attachment: FM 1385 06.22 Public Meeting (FM 1385 Schematic Review)

Proposed Roadway Realignment at Gee Road/Fishtrap Road



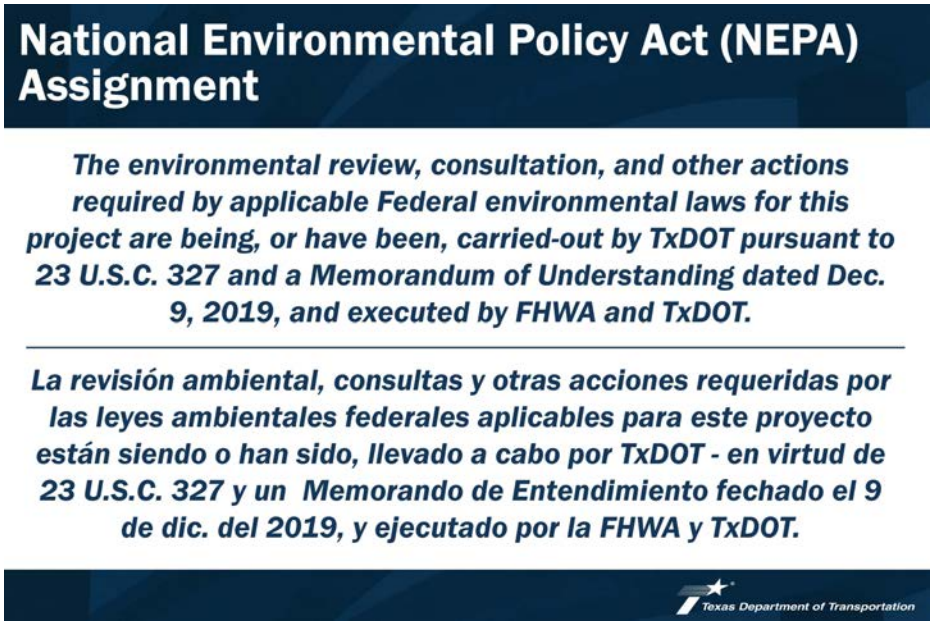
Texas Department of Transportation

Proposed Roadway Realignment at FM 455



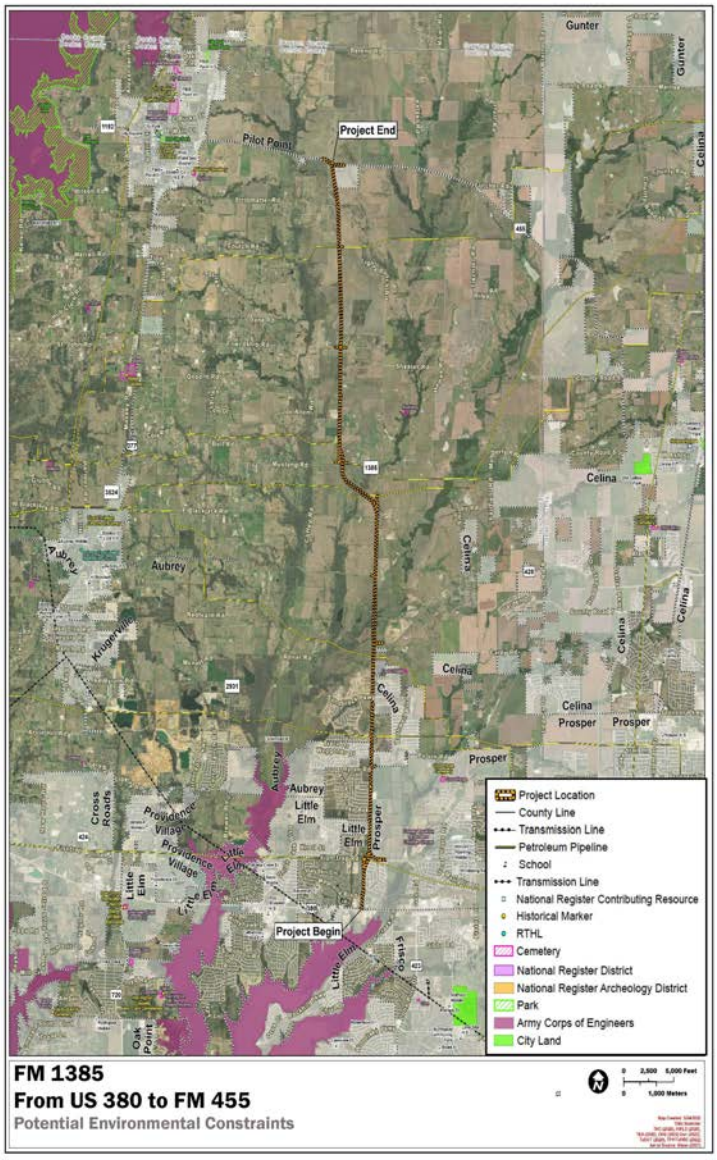
Texas Department of Transportation

Attachment: FM 1385 06.22 Public Meeting (FM 1385 Schematic Review)



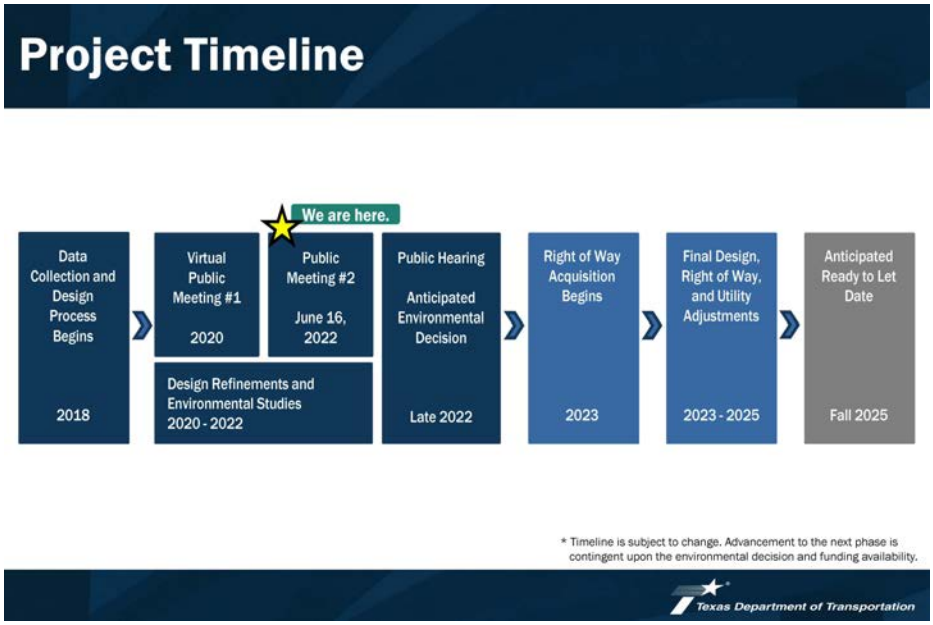
Attachment: FM 1385 06.22 Public Meeting (FM 1385 Schematic Review)

Environmental Constraints

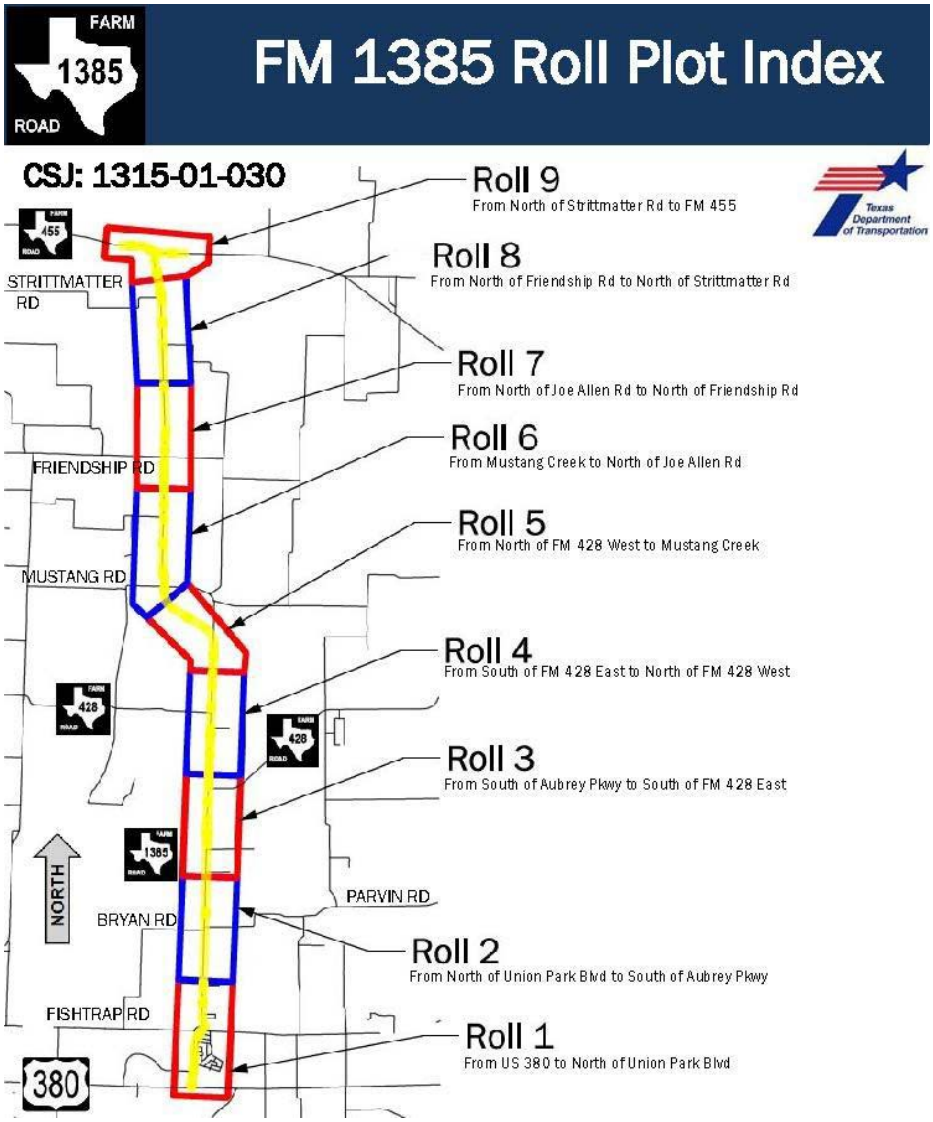


Texas Department of Transportation

Attachment: FM 1385 06.22 Public Meeting (FM 1385 Schematic Review)



SCHEMATIC



Attachment: FM 1385 06.22 Public Meeting (FM 1385 Schematic Review)

Roll 1 – US 380 to north of Union Park Blvd

Roll 2 – North of Union Park Blvd to south of Aubrey Pkwy

Roll 3 – South of Aubrey Pkwy to FM 428 East

Roll 4 – FM 428 East to north of FM 428 West

Roll 5 – North of FM 428 West to Mustang Creek

Roll 6 – Mustang Creek to north of Joe Allen Rd

Roll 7 – North of Joe Allen Rd to north of Friendship Rd

Roll 8 – North of Friendship Rd to Strittmatter Rd

Roll 9 – Strittmatter Road to FM455

RIGHT OF WAY (ROW) INFORMATION

The proposed improvements would potentially require approximately 124.41 acres of new ROW and potentially displace two residences, one billboard and one commercial structure.

Information about the process for state purchase of ROW and relocation assistance may be found in the following pamphlets:

Relocation Assistance: English

Relocation Assistance: Spanish

State Purchase of ROW: English

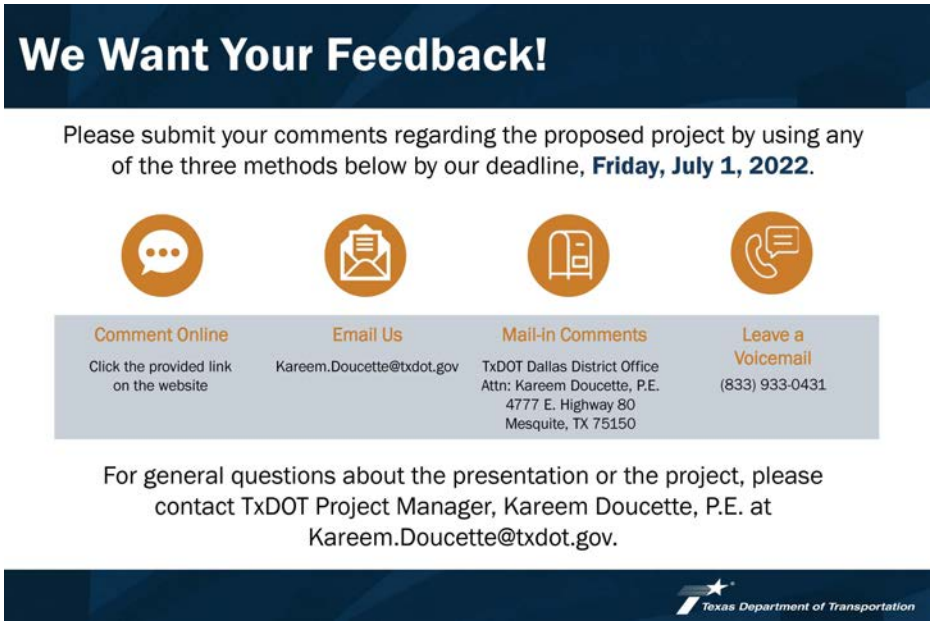
State Purchase of ROW: Spanish

HOW TO PROVIDE COMMENTS

The deadline for providing comments is July 1, 2022.

CLICK HERE TO COMMENT NOW

Attachment: FM 1385 06.22 Public Meeting (FM 1385 Schematic Review)



QUESTIONS?

Contact the TxDOT project manager Kareem Doucette, P.E. to ask questions about the project at Kareem.Doucette@txdot.gov or (940) 323-1811.

To view the September 2020 public meeting materials, click HERE

Contact Us | Related Links | About Us | TxDOT Open Records
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Attachment: FM 1385 06.22 Public Meeting (FM 1385 Schematic Review)

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JUNE 14, 2022
5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Tony Griggs	City of Celina	Place 6	Present	
Philip Ferguson	City of Celina	Place 1	Present	
Jay Pierce	City of Celina	Place 2	Present	
Wendie Wigginton	City of Celina	Place 4	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Mindy Koehne	City of Celina	Place 5	Present	
Sean Terry	City of Celina	Mayor	Present	

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Council Recognition/Oaths of Office

Mayor Terry recognized outgoing councilmembers Chad Anderson and Justin Steiner.

Deputy City Secretary Field administered oaths-of-office to newly elected councilmembers Philip Ferguson and Tony Griggs.

B. Celina Fire Dept Lifesaving Award Presentation (Metdker)

Fire Chief Metdker presented Lifesaving Awards to Firefighter/Paramedic Mike Rockne (Celina) and Captain Daniel Boyd (Denton) for providing life-saving first aid to a four-year-old boy who was underwater and unconscious.

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Council Liaison Reports for Current Activities of the Parks and Recreation Board, Downtown Commission, Planning and Zoning Commission, and Special Events Committee

B. Introduction of New Employees, Recognitions, Promotions (Cullison)

C. Presentation regarding the Noise Ordinance Revision. (McAfee)

D. Discussion on proposed Public Improvement District (PID) Policy. (Stovall)

E. Discussion concerning the timeline and procedures to appoint City Board and Commission Members. (Satarino)

V. OPEN FORUM:

Carmen Roberts, 12365 FM 465, Celina, Texas, spoke regarding the importance of the volunteers on the various City boards and commissions.

VI. EXECUTIVE SESSION:

The City Council convened into Executive Session at 5:50 p.m.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, pending or contemplated litigation, and 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease, or value of real property.

A. Discussion Regarding Blue Angus Condemnation Hearing

B. Discussion Regarding Agreement by and Between the City of Celina and Double Tap Entertainment, LLC for the Troubadour Festival

C. Discussion Regarding Reimbursement Agreement by and between the City of Celina, CCD-Coit Land, LLC, and Celina 557 Partners, P.P to design and construction Choate Parkway from Custer Road to Kinship Parkway

D. Discussion Regarding Amendment to Development Agreement By and Between CCD - Coit Land, LLC (10 Mile Creek/Belknap)

E. Discussion Regarding a Reimbursement Agreement By and Between the City of Celina and Tollway/Outer Loop, L.P. to Construct an 18" Water Line from Huddleston Drive to Legacy Drive

F. Discussion Regarding the Acquisition of Property for the Design and Construction of E Elm Street from Preston Road (SH 289) to S Texas Drive

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

G. Discussion Regarding the Acquisition of Property for the Design and Construction of the Southeast Pump Station

H. Discussion Regarding Agreement By and Between the City of Celina and Joe East for Economic Incentive Funding

I. Discussion Regarding a Chapter 380 Agreement By and Between the City of Celina and ___ Regarding Carter Ranch Retail Chapter 380 Agreement

J. Discussion Regarding and Interlocal Agreement for Fire, EMS, and Police Services By and Between the City of Celina Mesquoakee Ranch

Reconvene Into Open Session

The City Council reconvened into Open Session at 6:37 p.m.

K. Consider and act upon a resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of property for the design and construction of E Elm Street from Preston Road (SH 289) to S Texas Drive. (Brawner)

Upon a motion by Councilmember Wigginton and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2022-29(R). The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

L. Consider and act upon a resolution of the City Council authorizing the execution by the City of Celina, Texas of conveyance documents and documents necessary to effectuate the acquisition of property for the design and construction of the southeast pump station. (Brawner)

Upon a motion by Councilmember Pierce and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2022-30(R). The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

M. Consider and act upon any additional items discussed in executive session.

No further action was taken.

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

VII. CONSENT AGENDA:

Mayor Terry removed items U and V from the Consent Agenda for individual consideration.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

A. Minutes Approval:

1. City Council - Regular Meeting - May 10, 2022, 5:00 PM

2. City Council - Canvass - May 17, 2022, 10:00 AM

B. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021, and ending September 30, 2022, and make appropriations for each department, project, and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

C. Consider and act upon an ordinance altering the prima facie speed limits established for vehicles under the provisions of transportation code, section 545.356 upon Preston Road (SH 289), or parts thereof, within the incorporate limits of the City of Celina. (Preston Road (SH 289) from Frontier Parkway (FM 1461) to Legacy Drive to 55 MPH) (Glasgow)

D. Consider and act upon an ordinance altering the prima facie speed limits established for vehicles under the provisions of transportation code, section 545.356 upon FM 428, or parts thereof, within the incorporate limits of the City of Celina. (FM 428 from FM 455/Walnut to Sunset Blvd to 50 MPH) (Glasgow)

E. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A, Article A5, Section A5.006: Past Due Account Penalty. (Bromiley)

F. Consider and act upon a resolution of the City of Celina, Texas finding that Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be suspended; authorizing participation with Oncor Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. (Satarino)

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

G. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of a sanitary sewer easement situated on a 0.7098 acre tract in the Collin County Land Survey No. 14 Abstract number 167 as part of Light Farms, Cypress 3 subdivision. (Glasgow)

H. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of a water easement situated on a 0.73 acre tract in the John Ragsdale Survey Abstract number 734 as part of Light Farms, Bartlett phase 2 subdivision. (Glasgow)

I. Consider and act upon an easement and development agreement by and between the City of Celina and Herrin Real Estate, LLC; generally located east of Oklahoma Drive, west of Preston, and south of Ash Street, within the City Limits. (Herrin – Easement and Development Agreement) (Glasgow)

J. Consider and act upon a request to amend a development agreement with CCD- Coit Land, LLC; generally located south of the future Collin County Outer Loop and approximately 2,100 feet west of FM 2478 (future Custer Road), within the Extraterritorial Jurisdiction (ETJ). (10 Mile Creek/Belknap – DA 1st Amendment) (Lopez)

K. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 9 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of future Legacy Drive and future O'Brien Drive. (Blanks Property - Annexation Service Agreement) (Mohan)

L. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 30 acres within the Extraterritorial Jurisdiction, generally located at the northwest corner of Future Celina Parkway and FM 455. (Cornelius Tract – Annexation Service Agreement) (Mohan)

M. Consider and act to award bid 2022-0144 for Street Sweeping at the unit prices listed to Sweeping Corporation of America in an amount not to exceed $24,527.35. (Berry)

N. Consider and act to award bid 2022-0157 for a Six Month Contract for Asphalt at the unit prices listed to RK Hall, Austin Asphalt, and Blades Group in an amount not to exceed $85,965.00. (Quigley)

O. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Double Tap Entertainment, LLC (Festival) granting Festival a non-exclusive, temporary license and right to access Old Celina Park as the venue for Troubadour Festival 2022. (Satarino)

P. Consider and act to authorize Amendment 3 for legal services with Messer, Fort, McDonald PLLC to act as the interim City Attorney. (Berry)

Q. Consider and act to authorize work order 01 for engineering services for the design of a dark fiber line design between Public Works and the Coit Water Tower with Capco Communications, Inc., in an amount not to exceed $215,566.19. (Berry)

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

R. Consider and act upon a Master Service Agreement (MSA) by and between the City of Celina and Capco Communications, Inc., for Engineering Services. (Berry)

S. Consider and act to purchase enterprise server hardware (2022 Server Refresh) from Freeit Data Solutions through a cooperative contract with the State of Texas, Department of Information Resources in an amount not to exceed $468,742.05. (Berry)

T. Consider and act to purchase Audio Visual Equipment for the Public Works expansion from Visionality through a cooperative contract with TIPS in an amount not to exceed $94,493.07. (Berry)

W. Authorize the City Manager of the City of Celina to enter into a Distribution Pole License Agreement with Denton County Electric Cooperative, Inc. (AKA Coserv Electric) (Brawner)

X. Consider and act to authorize the City Manager to a Reimbursement Agreement by and between the City of Celina and Tollway/Outer Loop, L.P. to construct an 18" water line from Huddleston Drive to Legacy Drive (Brawner)

Y. Consider and act to authorize the City Manager to Execute Reimbursement Agreement by and between the City of Celina, CCD-Coit Land, LLC, and Celina 557 Partners, P.P to design and construction Choate Parkway from Custer Road to Kinship Parkway (Brawner)

Z. Consider and act to authorize the City Manager to enter into a Landscape Maintenance Agreement with Texas Department of Transportation for Preston Road from Frontier Parkway to Legacy Drive (Webb)

ITEMS REMOVED FROM CONSENT FOR INDIVIDUAL CONSIDERATION:

U. Consider and act to authorize Amendment 1 for additional design services to the Law Enforcement Center with Brinkley Sargent Wiginton Architects in an amount not to exceed $288,327.00. (Berry)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

V. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Joe East for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Joe East) (Satarino)

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 9 acres to the Dallas North Tollway Overlay District (DNTO) zoning, generally located east of the future Dallas North Tollway and approximately 1,300 feet north of the Collin County Outer Loop, within the City Limits. (NEC DNT & Outer Loop – Rezoning) (Mohan)

Mayor Terry opened the public hearing at 6:47 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:47 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-54. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

B. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 6 acres to a Planned Development with Commercial, Retail & Office (C) base zoning with the Preston Road Overlay (PRO), generally located east of Oklahoma Drive and approximately 1,400 feet south of the Ash Street. (Celina Self Storage Expansion – Zoning) (Mohan)

Mayor Terry opened the public hearing at 6:50 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:50 p.m.

Upon a motion by Councilmember Ferguson and a second by Councilmember Griggs, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-55. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Philip Ferguson, Place 1
SECONDER:	Tony Griggs, Place 6
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

C. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 30 acres, generally located at the northwest corner of Future Celina Parkway and FM 455, within the Extraterritorial Jurisdiction (ETJ). (Cornelius Tract – Annexation) (Mohan)

Mayor Terry opened the public hearing at 6:52 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:52 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-56. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

D. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 30 acres to acres to Mixed-Use (MU) District, generally located at the northwest corner of Future Celina Parkway and FM 455. (Cornelius Tract - Zoning) (Mohan)

Mayor Terry opened the public hearing at 6:52 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:52 p.m.

Upon a motion by Councilmember Griggs and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-57. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tony Griggs, Place 6
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

E. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 9 acres, generally located at the northwest corner of future Legacy Drive and future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ). (Blanks Property – Annexation) (Mohan)

Mayor Terry opened the public hearing at 6:54 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:54 p.m.

Upon a motion by Councilmember Pierce and a second by Councilmember Griggs, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-58. The motion carried.

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jay Pierce, Place 2
SECONDER:	Tony Griggs, Place 6
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

F. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 9 acres to Commercial, Retail, & Office (C) District, generally located at the northwest corner of future Legacy Drive and future O'Brien Drive. (Blanks Property - Zoning) (Mohan)

Mayor Terry opened the public hearing at 6:54 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:54 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-59. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

G. Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 1,100 acres, generally located at the southwest corner of Preston Road and Marilee Road, within the Extraterritorial Jurisdiction (ETJ). (Rasor Ranch – Annexation) (Mohan)

Mayor Terry opened the public hearing at 6:58 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 6:59 p.m.

Upon a motion by Councilmember Griggs and a second by Councilmember Wigginton, the Council voted five (5) for and none (0) opposed to adopt Ordinance No. 2022-60. The motion carried.

RESULT:	**APPROVED [5 TO 0]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Tony Griggs, Place 6
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSTAIN:	Koehne

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

H. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 1,100 acres to a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), Commercial, Retail, & Office (C), Multi-Family (MF-0, MF-2, & MF-3), and Industrial (I) base zoning, generally located at the southwest corner of Preston Road and Marilee Road. (Rasor Ranch PD - Zoning) (Mohan)

Mayor Terry opened the public hearing at 7:00 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:00 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted five (5) for and none (0) opposed to adopt Ordinance No. 2022-61. The motion carried.

RESULT:	**APPROVED [5 TO 0]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins
ABSTAIN:	Koehne

I. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Celina, Texas; and providing for other matters related thereto for the following properties: (21-02 Annexation Third Public Hearing and Ordinance Adoption) (White)

Mayor Terry opened the public hearing at 7:01 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:05 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-62. The motion carried.

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

J. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 566 acres to a Planned Development (PD) with Single-Family Residential (SF-R), Single-Family Attached (SF-A), Commercial, Retail, & Office (C), and Multi-Family (MF-0, MF-2, & MF-3) base zoning, generally located at the northwest corner of Legacy Drive and Parvin Road. (Mosaic PD - Zoning) (Mohan)

Mayor Terry opened the public hearing at 7:08 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:09 p.m.

Upon a motion by Councilmember Griggs and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-63. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tony Griggs, Place 6
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

K. Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 433 acres to Agricultural District (AG), generally located west of Peterman Parkway, east of future North Dallas Tollway, north of Mobberly Road, and south of Marilee Road. (Mosaic Remainder – Zoning) (Mohan)

Mayor Terry opened the public hearing at 7:12 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:12 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Wigginton, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-64. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wendie Wigginton, Place 4
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

L. The Celina City Council will conduct a public hearing in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Celina, Texas; and providing for other matters related thereto for the following properties: (21-03 Annexation Third Public Hearing and Ordinance Adoption) (White)

Mayor Terry opened the public hearing at 7:13 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:15 p.m.

Upon a motion by Councilmember Griggs and a second by Councilmember Pierce, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-65. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Tony Griggs, Place 6
SECONDER:	Jay Pierce, Place 2
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

M. Conduct a public hearing to consider and act upon ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 88 acres to Agricultural District (AG), generally located west of Custer Road, east of FM 1385, north of future Punk Carter, and south of Stallcup Boulevard. (Bray Remainder– Zoning) (Mohan)

Mayor Terry opened the public hearing at 7:16 p.m.

With no one wishing to speak, Mayor Terry closed the public hearing at 7:17 p.m.

Upon a motion by Councilmember Hopkins and a second by Councilmember Griggs, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-66. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Tony Griggs, Place 6
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

N. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Cambridge Crossing Public Improvement District Service and Assessment Plan, including the Phase #2 assessment roll; making a finding of special benefit to property within Phase #2 of the Cambridge Crossing Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #2 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Cambridge Crossing Phase #2 – PID Levy Ordinance) (Pollard)

Mayor Terry opened the public hearing at 7:19 p.m.

The following individual spoke in favor of the item:
Corey Admire, Shupe Ventura, PLLC, 9406 Biscayne Blvd., Dallas, TX 75218.

With no one else wishing to speak, Mayor Terry closed the public hearing at 7:19 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Hopkins, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-67. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

O. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final The Lakes at Mustang Ranch Public Improvement District Amended and Restated Service and Assessment Plan, including the Phase #6 assessment roll; making a finding of special benefit to property within Phase #6 of The Lakes at Mustang Ranch Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phase #6 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Mustang Lakes Phase #6 – PID Levy Ordinance) (Pollard)

Mayor Terry opened the public hearing at 7:22 p.m.

The following individual spoke in favor of the item:
Corey Admire, Shupe Ventura, PLLC, 9406 Biscayne Blvd., Dallas, TX 75218.

With no one else wishing to speak, Mayor Terry closed the public hearing at 7:23 p.m.

Upon a motion by Councilmember Wigginton and a second by Councilmember Koehne, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 2022-68. The motion carried.

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wendie Wigginton, Place 4
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Wigginton, Hopkins, Koehne

IX. ACTION ITEM:

Councilmember Wigginton left the meeting at 7:24 p.m.

A. Consider and act upon all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2022", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. (Bromiley)

RESULT:	**TABLED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Hopkins, Koehne
ABSENT:	Wigginton

B. Consider and act to award bid 2022-0153 for the Downtown Overflow Parking Lot project at the unit prices listed to Greeniverse Construction LLC., in an amount not to exceed $862,122.43. (Berry)

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted five (5) for and none (0) opposed to award bid 2022-1053 for the Downtown Overflow Parking Lot to Greeniverse Construction, LLC. The motion carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
AYES:	Griggs, Ferguson, Pierce, Hopkins, Koehne
ABSENT:	Wigginton

C. Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Field)

Upon a motion by Councilmember Griggs and a second by Councilmember Ferguson, the Council voted three (3) for and two (2) opposed, with Councilmember Koehne and Councilmember Hopkins casting the votes in opposition, to elect Councilmember Pierce as Mayor Pro Tem and Councilmember Wigginton as Deputy Mayor Pro Tem. The motion carried.

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [3 TO 2]**
MOVER:	Tony Griggs, Place 6
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce
NAYS:	Hopkins, Koehne
ABSENT:	Wigginton

D. Consider to provide direction to Staff concerning the evaluation of current City board and commission members and act on a resolution of the City Council of the City of Celina, Texas relating to removals, appointments and reappointments to City boards and commissions; and providing an effective date. (Satarino)

Upon a motion by Councilmember Griggs and a second by Councilmember Ferguson, the Council voted three (3) for and two (2) opposed, with Councilmember Koehne and Councilmember Hopkins casting the votes in opposition, to adopt Resolution No. 2022-32(R). The motion carried.

RESULT:	**APPROVED [3 TO 2]**
MOVER:	Tony Griggs, Place 6
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce
NAYS:	Hopkins, Koehne
ABSENT:	Wigginton

E. Consider and act on a Resolution appointing City Council liaisons to City Advisory Boards and Commissions. (Satarino)

Upon a motion by Councilmember Hopkins and a second by Councilmember Koehne, the Council voted five (5) for and none (0) opposed to deny a resolution appointing City Council liaisons to City advisory boards and commissions. The motion carried.

RESULT:	**DEFEATED [0 TO 5]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Mindy Koehne, Place 5
NAYS:	Griggs, Ferguson, Pierce, Hopkins, Koehne
ABSENT:	Wigginton

F. Motion to confirm the recommendation of a member to the Regional Transportation Council. (Satarino)

Upon a motion by Councilmember Hopkins and a second by Councilmember Ferguson, the Council voted five (5) for and none (0) opposed to recommend John Keating, City of Frisco City Councilmember, the serve on the Regional Transportation Council. The motion carried.

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Philip Ferguson, Place 1
AYES:	Griggs, Ferguson, Pierce, Hopkins, Koehne
ABSENT:	Wigginton

X. ADJOURNMENT:

Mayor Terry adjourned the Regular Meeting of the Celina City Council at 8:07 p.m. on Tuesday, June 14, 2022.

_____
Sean Terry, Mayor

_____ _____
Lauren Field, Deputy City Secretary Date Minutes Approved

Minutes Acceptance: Minutes of Jun 14, 2022 5:00 PM (Minutes Approval)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Anthony Satarino, Strategic Services Manager
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Removing Appointed City Council Liaisons

Action Requested:
Consider and act on a resolution removing appointed City Council liaisons from city advisory boards. (Satarino)

Background Information:
On March 15, 2022, City Council initiated a policy where Councilmembers were appointed as liaisons to certain city boards or commissions. The City Council liaisons were to serve for one-year time periods ending with the appointment of a new board annually. City Council appointed a liaison to each of the following boards and commissions:

- Downtown Commission
- Parks Board
- Planning and Zoning Commission; and
- Special Events Advisory Committee.

Per the direction received from City Council, staff recommends the dissolving of Resolution 2022-16R appointing City Council liaisons to various City advisory boards.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
Item has been reviewed by the City Attorney.

Supporting Documents:
Resolution

Staff Recommendation:
Staff recommends City Council take action on this item

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Linda Majeed, City Engineer
CC:	Kim Brawner, Assistant City Manager
Date:	July 12, 2022
Re:	Frontier Parkway - Preston Road (SH 289) to North Dallas Parkway

Action Requested:
Consider and act upon a resolution of the City Council of the City of Celina, Texas supporting Collin County's contract amendment for the construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) per the Interlocal Agreement dated May 8, 2018 in the amount of $729,546.52. (Brawner)

Background Information:

In December 2020, Celina City Council authorized an Interlocal Agreement by and between the Town of Prosper, Collin County, and the City of Celina for construction Inspection Services on Frontier Parkway between Preston Road (SH 289) and North Dallas Parkway. The original City's Cost Agreement was $4,344,455.00.

As expected, the cost of the construction of Frontier Parkway increased over the course of the project construction. The total estimated City's responsibility of Change Orders to Date is $729,546.52 (16% of original contract). Below is a summary of the cost increases:

- Traffic Signal at Frontier Parkway and Worthington Way = $316,981.43
- New Driveways/ Medians = $319,415.09
- Drainage Revisions at DNT Service Road = $18,150.00
- All Storage Driveway Shift = $75,000.00

Board Review/Citizen Input:
N/A

Alternatives:
City Council could decide to not proceed with the project.

Financial Considerations:
The City has an additional funds allocated from Roadway Impact Fees and Private Developments.

Legal Review:

N/A

Supporting Documents:
Cost Estimate 06.30.2022

Staff Recommendation:
Staff recommends approval of the resolution.

FRONTIER PKWY			
	Total Cost	Celina Percent	Celina Cost
Change Order - Traffic Signal	$ 633,962.85	50%	$ 316,981.43
Change Order - New Driveways/ Medians			$ 319,415.09
Avilla Grove ($94,016.01)			
Grove 2 ($13,631.64)			
Frontier Crossing ($160,343.00)			
Fall Meadow ($51,424.44)			
Change Order - Drainage Revision at DNT Service Road	$ 55,000.00	0.33	$ 18,150.00
Change Order – All Storage Driveway Shift			$ 75,000.00
		Total Amount	**$ 729,546.52**

Attachment: Cost Estimate 07052022 (Amendment to Resolution of support for Frontier Parkway Construction)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Jason Laumer, City Manager
Date: July 12, 2022
Re: Budget Amendment FY2021-2022

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2021-75 which adopted and approved the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022, and make appropriations for each department, project, and account, by adopting an amended 2021-2022 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:
A FY2022 budget amendment is requested for the FY2021-2022 Operating Budget.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Ordinance Amending Budget
Exhibit A

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2021-75, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2021-2022 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 2021-2022, heretofore previously adopted by Ordinance 2021-75; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City's budget for the fiscal year ending September 30, 2022, heretofore previously adopted by Ordinance 2021-75 duly enacted by the City Council of the City of Celina on the 14th day of September, 2021, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit "A" be hereby appropriated and reallocated as specified for those purposes designated in Exhibit "A".

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

Attachment: 2022-xx Amend Budget Ordinance July 12, 2022 (FY2022 Budget Amendment July 2022)

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative, or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 12th day of July 2022.

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, Deputy City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2022-xx Amend Budget Ordinance July 12, 2022 (FY2022 Budget Amendment July 2022)

Exhibit A

Meeting date: July 12, 2022
FY2022 Budget Amendment Detail

Budget Change # _____

Account #	Account Name	Description	Adjustment
120-31-3050	FUND BALANCE	Fund Balance	(30,000)
120-123-000-6830	CAPITAL - EQUIPMENT	Cover the costs of Christmas Tree Riser	30,000
102-31-3050	FUND BALANCE	Fund Balance	(4,500,000)
127-400-000-4900	TRANSFER IN	Economic Stabilization Fund	1,200,000
106-400-000-4900	TRANSFER IN	Street Construction Fund	1,000,000
120-400-000-4900	TRANSFER IN	Capital Acquisition Fund	2,300,000
202-21-3050	FUND BALANCE	Fund Balance	(2,500,000)
205-400-000-4900	TRANSFER IN	Creation of Infrastructure Fund	1,500,000
203-400-000-4900	TRANSFER IN	Creation of Solid Waste Fund	1,000,000
116-400-000-4749	POLICE SEIZURES	To amend for additional revenue for Seizure Fund.	(20,000)
116-112-000-6221	OTHER AGENICES-SEIZURE SHARE	To amend to cover for Collin County DA seizure share.	16,000

Description
Budget Amendment Ordinance

Created By	Date			
Robin Bromiley		7/12/2022	Yes	No
Reviewed By	Date		Request Approval by Council	
Entered By	Date		Date	

Attachment: 2022-xx Amend Budget Ordinance July 12, 2022 (FY2022 Budget Amendment July 2022)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Personnel Policy Update

Action Requested:
Consider and act upon approval of the updated Personnel Policy (Peters)

Background Information:
The Personnel Policy provides department directors, managers, supervisors and employees a written source of information regarding the City of Celina's organizational directives from a policy, procedure and administrative perspective. At the May 10, 2022, City Council meeting, updates to the Policy were presented to City Council. The Policy considered for approval reflects the recommendation and changes provided by Council. Some minor adjustments were made since last month's presentation. Those adjustments can be seen per the attached, red-lined Personnel Policy. Effective date August 1, 2022.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
Item has been reviewed by the City Attorney.

Supporting Documents:
Personnel Policy- Redline

Staff Recommendation:
Staff recommends for approval

CITY OF CELINA PERSONNEL POLICIES

Chapter 1 – Introduction and General Provisions

1.00 Purpose and Objectives

I. The purpose of the City of Celina Policies Manual is to provide Department Directors, managers, supervisors, and employees with a written source of information about the policies, procedures, and administrative directives of the City of Celina.

II. Objectives:
   a. The Objectives of the Manual are:
      i. To promote good and uniform practices and administration in the management of the City's employees.
      ii. To reduce questions about policies and procedures by them readily available for reference.
      iii. To promote high morale by the consistent administration of policies and procedures through consideration of the rights and interests of all employees.
      iv. To ensure that policies and procedures are kept current by the periodic updates of this Manual.

III. Servant Leadership, Core Values, and Life Connected:
   a. Guiding Principles:
      i. The culture of the City is founded on the principle of "Servant Leadership." Servant Leadership is a set of behaviors and practices that turn the traditional"power leadership" model upside down. Instead of people working to serve the leader, the leader exists to serve the people. As a result, the practice is centered on a desire to serve and emphasizes collaboration, trust, empathy, and the ethical use of power. Its primary goal is to enhance individual growth,teamwork, and overall employee engagement and satisfaction. The servant leader is not only identified at the top of the organization but at all levels; each employee has the responsibility of Servant Leadership. This concept facilitates an avenue and mindset for all employees to truly embrace what is best for the collective organization when decisions are made. Coupled with this mindset, we are reminded that the residents we serve are at the forefront of this model.
      ii. Our Core Values of Excellence, Community, Integrity, and Service is what makes Celina a City that embodies "Life Connected"- Creating a genuine connection from the City to all our residents and businesses. We pride ourselves on our authentic relationships. Living Life Connected is how we as the City, bring Life to our core values; ensuring every decision about the City is made through the lens of rightful action, honesty, transparency, and mindfulness for our future success.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 1 – Introduction and General Provisions

IV. Relationship to the Code of Ordinances of the City of Celina, TX:

a. Every effort will be made to ensure that policies and procedures are consistent with the Code of Ordinances of the City of Celina, Texas. If, however, there is any discrepancy, the Code of Ordinances shall apply. Any person finding discrepancies should notify theHuman Resources Department immediately.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 1 – Introduction and General Provisions

1.01 Management Authority, Amendments, Updates and Revocations

I. Amendments, Updates and Revisions:

a. The City may modify, revoke, suspend, interpret, terminate, or change any or all of its policies and procedures, in whole or in part, at any time. Any new policies issued supersede these policies and are fully binding on all employees. If an employee continues to work for the City after the effective date of any such amendment, change or termination, then the employee will be deemed to have accepted such amendment, change or termination. The issuance of this Manual does not constitute a contract between the City and its employees for any duration of employment. There is no specified length of employment, and either the City or the employee can terminate the employment relationship at any time, for any reason.

II. Management Authority:

a. Policy administration rests with City management and City management reserves sole authority to administer City operations. With the exception of matters reserved to City Council by statute, charter, or ordinance, the general and final authority for conduct of employees is vested to the City Manager. The City Council appoints the City Manager to administer the day-to-day operations of the City government, including the power to approve and administer personnel policies and to delegate the administration of these policies to the Director of Human Resources. Any conflicts, questions, or ambiguities in City or departmental policies and procedures will be decided by the City Manager. Final authority, in the form of review and approval, resides with the City Manager with regards to all matters and subjects covered by these regulations, unless specifically delegated otherwise.

b. The City Manager and Human Resources Director may interpret the policies if a question is raised regarding the intent, application or meaning of the policy. Further, the City Manager and Human Resources Director may utilize administrative practices and procedures required to enforce the policies.

III. Departmental Policies:

a. Individual City departments may develop policies and procedures that are consistent with City policies and procedures. Department policies and procedures that are operational and that do not relate to those in this manual, or other approved operations manuals/handbooks, do need to be reviewed and approved by Human Resources or other appropriate departments. All employment related departmental policies must be reviewed by the Director of Human Resources. No internal policies can prevent officially or by unwritten policy, employees from coming to Human Resources department for any reason. City policies and procedures supersede all departmental level policies.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 1 – Introduction and General Provisions

IV. Severability:

a. Any statement in a policy or procedure found to be illegal, incorrect, and/or inapplicable will not affect the validity and intent of the remaining content of such policy or procedure. Policies and procedures apply to all employees of the City, both on and off duty where applicable, unless otherwise indicated, restricted by proper authority, or prohibited by state and/or federal law. All employees must become familiar with and abide by these policies and procedures.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 1 – Introduction and General Provisions

1.02 Scope and Notice

I. Scope:

a. The policies apply to and govern all employees of the City, except where State and/or Federal law preempts the application of these policies or where there are provisions to the contrary in State or Federal law. Policies and procedures apply to all employee of the City, both on and off duty where applicable, unless otherwise indicated, restricted by proper authority, or prohibited by State and/Federal law.

b. These policies supersede all existing personnel and departmental policies and are effective and binding on all employees regardless of hire date. Continued employment with the City following adoption of these policies constitutes conclusive acceptance of the terms of the policies. This handbook is not an employment contract and nothing in this is intended to change or modify the at- will status of a City employee or to create or confer any property rights or expectation of continued employment to any employee.

c. The failure of the City to follow or comply with any provision of these policies shall not constitute grounds for nor form the basis of any action or cause of action, either civil or criminal, arising from employment with the City. The City reserves the rights to change the provisions of these personnel policies and procedures at any time.

II. Notice:

a. A copy of the Personnel Policy Handbook and all amendments or changes shall be on the City's internal site and filed in the office of the City Secretary and the Director of Human Resources and shall be available for inspection by all City employees and the public. Such filing shall constitute notice to all employees of the personnel policies and procedures and of all amendments and changes.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 1 – Introduction and General Provisions

1.03 Policy Dissemination/Administration

I. All City employees shall be informed of policy provisions listed herein. As a condition of employment, employees are expected to abide by the City's Core Values and all policies and procedures outlined in this manual. The City's Core Values are Integrity, Community, Excellence and Service.

   a. The personnel policies manual will be available for reference on the City Employee intranet and copies are also available in the Human Resources Department.~~The personnel policies manual will be available for reference in the Human Resources Department~~.

II. Policy Administration:

   a. The general and final authority from human resources management rests with the City Manager, who may delegate it as necessary and proper, except for matters reserved to the City Council.

   b. The administration of personnel matters is charged to the Department Directors appointed by the City Manager. Human Resources shall advise management in all areas of employee management and employee relations and shall include items as training and career development, employee health, safety, and morale. Certain City policies are based upon state and federal laws and regulations, and in the event that those laws and regulations are amended or otherwise modified, the City may amend or modify its policies to be in compliance with such laws and regulations.

   c. The personnel policies of the City of Celina are based upon the belief that the success of the City government and its usefulness to the citizens of Celina is primarily dependent on its personnel and the full development of each employee's potential is beneficial to both the employee and the citizens of Celina.

   d. These policies are to provide for a consistent and equitable system of personnel management for the City. While these rules constitute a statement of policies and procedures, they are not intended to be all-inclusive and cover every conceivable personnel situation that might arise. Circumstances of any particular case or matter may warrant a deviation or exception in the application of these policies; where such circumstances justify an exception, the City Manager, or his designee, may do so.

   e. These policies are not an employment contract and nothing in this manual is intended to change or modify the "at-will" status of City employees or to create or confer any property right or exception of continued employment to any employee. The City is an at-will employer.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 1 – Introduction and General Provisions

1.04 Contacting the City Attorney

~~I.~~ We recognize there may be some situations in which a Department Director may need to contact the City Attorney. This requires authorization by the City Manager of which a list of those authorized personnel, will be maintained by HR. ~~The City Attorney shall not be directly contacted by any Department Director or other employee, unless specifically authorized by the City Manager.~~

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 1 – Introduction and General Provisions

1.05 Ethics

I. All employees of the City are expected to act in accordance with the highest of ethical standards. Conducting oneself in such a manner includes adherence to the law, policy, and administrative directives. Employees shall faithfully execute their duties and shall refrain from knowingly engaging in any outside matters of interest incompatible with the impartial, objective, and effective performance of their duties. All City employees should maintain the utmost standards of personal integrity, truthfulness, and fairness in carrying out their duties; avoiding real or perceived improprieties in their roles as public servants; and never using their roles as public servants; and never using their position or power for personal or professional gain.

   a. The City expects all employees to follow our core values as a guide when approaching their daily duties. The City's senior leadership will use this statement to help create a positive, healthy, and value-based organizational culture and work environment for all employees.

II. Core Values:

   a. The City's values are integral to our overall effectiveness and there for as employees, we pledge to maintain and exhibit:
      i. Excellence: striving for the best in all we do
      ii. Community: working together toward common goals
      iii. Integrity: always doing the right thing
      iv. Service: committing to the delivery of efficient and cost-effective services

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.00 Employment, Qualifications and Disqualifications

I. Equal Employment Opportunity: The City realizes that equal employment opportunities benefit the City and its employees through the full utilization of all Human Resources. It is the policy of the City of Celina to provide equal opportunity to all individuals without regard to race, creed, color, sex, age, national origin, religion, disability, or veteran's status or any other characteristic as determined by State and Federal law.

a. Discrimination based on age, sex or disability or any other characteristic is prohibited except where specific requirements constitute a bona fide occupational qualification necessary for proper and efficient administration.
b. It is the intent and desire of the City of Celina that equal employment opportunities be provided in employment, promotions, wages, benefits and all other privileges, terms, and conditions of employment. Further, the City will make reasonable accommodations for applicants and employees with known disabilities who can perform the essential job functions with or without such accommodations.
c. The City requires ALL employees to bring to the City's attention any information regarding any incident of possible discrimination or harassment so that the matter can be investigated, and appropriate action taken. Any employee who violates the City's policy will be subject to corrective action and/or termination of employment.
d. The Director of Human Resources has been designated to ensure compliance with the nondiscrimination requirements of this policy.

II. Americans with Disabilities Act (ADA): To ensure compliance with the ADA, the City of Celina offers equal employment opportunity to qualified individuals and strictly prohibits discrimination against qualified individuals based on disability.

a. The City will provide a reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position at issue. The City will not deny employment opportunities on the basis of the need to provide reasonable accommodation to the individual's physical or mental impairments unless it would cause an undue hardship to the City or constitute a direct threat to the safety of the individual or others.
b. Employees who have a complaint involving potential violations of the ADA, including, but not limited to harassment, discrimination, retaliation, or failure to provide a reasonable accommodation, must immediately report such complaint to Human Resources.

III. Working Age:

a. Age limits are indicated in some specifications for various classes of positions on the basis of a bona fide occupational qualification or statutory requirements.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

i. No person under sixteen (16) years of age shall be employed in any position within the City.

IV. Basic Employment Qualifications: In addition to the qualifications applicable to each position, an applicant for employment with the City must:

a. Provide authorization for pre-employment background and criminal history checks relevant to the position being sought.
b. Consent to conditional pre-employment physical evaluation and drug/alcohol testing, if applicable.
c. Comply with the working age requirements.
d. Possess a High School Diploma or GED, if applicable.
e. Be of good moral character.
f. Be a citizen of the United States or possess authorization to work legally in the United States.
g. Be dedicated to the principles of servant leadership and exhibit the Core Values of Excellence, Community, Integrity, and Service.

V. Disqualification for Employment Consideration:

a. Human Resources will review all applications for completeness and required qualifications. Only those applicants who meet the required criteria will be considered in the selection process. Depending upon the position vacancy and qualifications required, internal and external candidates may be considered concurrently. Although rejection may be based upon causes other than those enumerated below, the following are declared to be causes for rejection of an application or disqualification of an applicant:
    i. The application is incomplete.
    ii. The applicant has not met the posted deadline for filling the application.
    iii. The applicant does not meet the qualifications necessary for the performance of the duties of the position for which the candidate is applying.
    iv. The applicant has made a false statement of material fact on the application or has practiced or attempted to practice fraud in the connection with an application, supplements to an application, or commits fraud at any time during the interview process. Applicants guilty of the aforementioned are prohibited from applying for a position with the City for a minimum of one (1) year.
    v. The applicant is unable to perform the essential functions of the position, even with reasonable accommodation.
    vi. The applicant is a former employee who is NOT eligible for rehire.
    vii. The applicant failed to pass pre-employment alcohol/drug screen under the City's Drug and Alcohol policy and/or any other assessment deemed necessary for the position.
    viii. Placement of the applicant would violate the City's policy such as minimum age and/or nepotism.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

ix. The applicant is not in compliance with the Immigration Reform Act of 1986.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.01 Probationary Period

I. Purpose:
   a. To establish policies and procedures for probationary employees.

II. Policies:
   a. It is the purpose of the probationary period to provide a time for the City to determine whether the employee has shown the ability to meet the initial expectations for the position. Departments shall use the probationary period to closely observe and evaluate the work of the newly hired employees. Supervisors should actively evaluate whether the probationary employee's conduct and performance successfully meet the expected standards and requirements. Sworn public safety employees should consult their respective departments regarding probationary periods of employment and performance appraisal.
   b. Probationary Period:
      i. Every person initially appointed to the City or promoted in City Service under a regular appointment must successfully complete the probationary period.
      ii. New Employees:
         1. Regular full-time and part-time employees shall serve a six (6) month probationary period.
         2. Employees in a public safety position, such as Police Officers and Firefighters, the probationary period will be one (1) year minimum in length.
         ~~3. Employees will follow the step plan referenced in 6.02 – Compensation.~~
      iii. Promoted Employees:
         1. Employees promoted will serve a three (3) month probationary period from the date of promotion.
      iv. Unsatisfactory Performance:
         1. Each probationary employee is responsible for knowing, understanding, and meeting the expectations and standards for their position. In addition, each employee is also responsible for performing their job in a safe, productive, and effective manner within the instructions and established standards for the position. Furthermore, employees are expected to maintain acceptable standards of conduct in their employment.
         2. During probationary period, it is the employee's responsibility to correct any deficiencies or inadequacies in job performance, attitude, or conduct.
         3. Unsatisfactory performance can occur at any time within the probationary period.
         4. Prior to dismissal of a probationary employee, a

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Department Director/division manager shall consult with Human Resources. A decision to dismiss an employee must be initiated with a notice to dismiss outlining the reasons for separation. The Department Director will connect with the Director of Human Resources to make the final decision as to the dismissal.

5. A promoted employee who does not successfully complete the probationary period may return to their former position if it is available at the discretion of the Director. Additional coaching will be provided to the employee prior to any additional discussions and/or dismissal.
6. Extension of probationary period – At the discretion of the Department Director, the initial probationary period may be extended up to three (3) months for general employees and up to six (6) months for public safety employees.

III. Appeal Rights:

a. An employee who is dismissed during their initial probationary period does not have appeal rights. This restriction also applies to an employee whose initial probationary period is extended pursuant to section b(iii) above. However, a promoted employee who is dismissed during the probationary period may appeal pursuant to the City's policies.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.02 Recruitment and Selection

I. The City hires employees based solely on their knowledge, skills and abilities, experience, and other qualifications as they relate to the duties and responsibilities of a position without regard to race, national origin, religion, color, sex, age citizenship, political affiliation, disability, or any other characteristic protected by law. Hiring supervisors shall complete a personnel request form to fill a vacancy and have it approved as either budgeted, a replacement or for a budget variance. All requisitions must be approved by Human Resources and Finance. Incomplete or inaccurate submissions will delay processing of the request.

a. IT IS THE RESPONSIBILITY OF THE DEPARTMENT INITIATING THE REQUEST TO ENSURE THE INFORMATION IS ACCURATE AND COMPLETE. Once the personnel requisition is approved, Human Resources will initiate and complete the hiring process.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.03 Background Checks

I. Credit History:
   a. The City will obtain credit history information on a candidate for employment only when the credit history is related to the position for which the person is being considered.
   b. The City and all City Departments should comply with the Fair Credit Reporting Act (FCRA) before obtaining a job-related credit history. The City may not procure consumer reports for employment purposes unless:
      i. The City has provided the applicant or employee with a written disclosure that a consumer report may be obtained for employment purposes, and;
      ii. The applicant or employee has authorized in writing the procurement of the consumer report.
      iii. Human Resources is the only department authorized to run credit reports on City candidates. Police and Fire can run credit reports in accordance with their internal policies.
   c. Before taking any adverse action based on the consumer report, the City shall provide the applicant or employee a copy of the consumer report and a written description of the person's right under the FCRA, as prescribed by the Federal Trade Commission.

II. Criminal History:
   a. The City will conduct a criminal history record review for a final candidate(s) for employment and will determine through the individualized assessment procedures described below whether the individual should be excluded from employment.
   b. Only City employee(s) authorized to view criminal history records will be involved in conducting an individualized criminal history record review. Consistent with business necessity, the City shall disqualify from employment a person whose criminal history is inconsistent with the job duties of the position for which the person is being considered.
   c. The City shall perform an assessment of criminal history record information when determining a person's eligibility for employment in a specific position. The City shall take into account a variety of factors, including the following:
      i. The nature of the offense;
      ii. The age of the person when the crime was committed;
      iii. The date of the offense and how much time has elapsed;
      iv. The adjudication of the offenses (e.g., whether the person was found guilty by a trier of fact, pled guilty, entered a no contest plea, or received deferred adjudication);
      v. The nature and responsibilities of the job sought;
      vi. The accuracy of the person's disclosure of their criminal history during the selection process;

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vii. The effect of the conduct on the overall environment;
viii. Any further information provided by the person concerning their criminal history record; and,
ix. Departments, such as Police and Fire, do take arrests into consideration, but may not disqualify a candidate solely based on this information depending on the situation.
x. In conducting the assessment, the City will consider both the factors set out above and any additional information provided by the individual. The City may obtain court records, if needed, to validate the information provided. Using the availableinformation, the City will determine whether exclusion from employment is consistent with business necessity.

d. The failure to disclose criminal history on an employment application will exclude a candidate from employment with the City, regardless of whether the candidate's criminal history alone would have disqualified them for employment.
e. The fact of an arrest alone does not establish that criminal conduct has occurred, and the City shall not disqualify a person based solely on an arrest, but the City does take this into consideration. The City may make an employment decision based on the conduct underlying the arrest if the conduct makes the person unfit for the position in question.
f. A candidate for employment who has a criminal history record will be notified in writing that they may be excluded from employment due to criminal history. The candidate will be given an opportunity to provide additional information concerning their criminal history record to be considered as part of the assessment process. Information may include:
    i. Documentation showing inaccuracies in the criminal record;
    ii. Any evidence related to the factors for assessment listed above;
    iii. Evidence that they have performed the same type of work, since the incident(s) noted on the criminal history record, with no known incidents of criminal conduct;
    iv. Rehabilitation efforts, including education and training;
    v. Employment or character references; and
    vi. Whether or not they are bonded (if a bond is required for the job position with the City).
g. If the person does not provide additional information in a timely manner, the City will proceed with a determination with the information available to the City.

III. The City will conduct a motor vehicle record review on a candidate for employment. The City may conduct annual motor vehicle record reviews for existing employees. The City will determine through the evaluation criteria for applicants, as set forth in the Motor Vehicle Standards, whether the person should be excluded from employment.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.04 Nepotism

I. This policy applies to all employees, including all full-time and part-time employees, paid and unpaid interns, and temporary employees. Nepotism is the showing of favoritism toward a relative. The City prohibits nepotism in hiring personnel or awarding contracts. In order to avoid the perception of favoritism and cronyism in government through interpersonal relationships and to prevent conflicts of interest arising as a result of defined relationships between employees this policy is enacted. Employment may be restricted when an applicant or current employee is related by blood (consanguinity) or marriage (affinity) to another City employee or official or is amember of the same household of another City employee or official.

II. Definitions:

a. Nepotism: The practice of favoring, providing benefits to, or giving any workplace preference to, relatives over other employees.

b. Relatives: Includes, but are not limited to, the first, second and third degree of consanguinity (blood), adoption; and the first and second degree of affinity (marriage). Common Law marriages as recognized by the state of Texas will also be included for purposes of this policy.

III. Consanguinity (Blood Relationships) and Adoptive Relationships:

First Degree	Second Degree	Third Degree
Mother	Grandparent	Great Grandparent
Father	Grandson	Great Grandson
Son	Uncle	Great Granddaughter
Daughter	Aunt	Great Niece
Brother	First Cousin	Great Nephew
Sister	Niece	Second Cousin
	Nephew	

IV. Affinity (Marriage Relationship):

First Degree	Second Degree
Wife	Brother-in-law
Husband	Sister-in-law
Son-in-law	Spouse's Grandparents
Daughter-in-law	Grandchild
Mother-in-law	Step-Grandchild
Father-in-law	Stepsister
Stepmother	Stepbrother
Stepfather	Cousin-in-law
Stepson	

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CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

Stepdaughter	

a. Cohabitants: Persons who live together in a relationship but are not married, nor are declared to be married.
b. Roommates: Supervisor and subordinate who share the same living quarters.

V. General Provisions:

a. Supervision: No City employee shall be regularly supervised directly by a relative, cohabitant or roommate. A City employee will not be transferred or promoted into a position that would cause them to be in direct supervisor/subordinate relationship with a relative, cohabitant or roommate.
b. Applicants: All external applicants for employment must, at the time of application and hire, disclose the name(s) of any relative(s) cohabitant(s) or roommate(s) serving as elected City officials or currently working for the City in any capacity. Nondisclosure of this information by an applicant shall be deemed as falsification of their application and shall result in non-consideration for a position or termination if the person has already been placed on the payroll. In the case of collusion, the current employee who is a relative, cohabitant or roommate may be subject to disciplinary action, up to and including, termination.
c. Employees: When a relationship is created which is not allowed by this policy, the employees are in violation of this policy. The affected employees must inform their Department Director of the relationship that violates this policy within five (5) business days of the creation of the prohibited relationship. Failure to disclose this policy violation to the affected Department Director(s) shall result in disciplinary action, up to and including termination.
d. Promotion/Transfer: All employees who are being considered for promotion or transfer to another position (whether in the same department or to a position in another department) must, at the time of the application for promotion or transfer, disclose the name(s) of any relative(s), cohabitant(s) or roommate(s) serving as elected City officials or currently working for the City in any capacity. Non- disclosure may result in disciplinary action, up to and including termination.
e. Conflict of Interest:
    i. Relatives, cohabitants, or roommates may work in the same department, unless otherwise specified in SPECIAL CONSIDERATIONS. Under no circumstances may relatives, cohabitants, or roommates permanently supervisor one another. Further, no relatives, cohabitants or roommates shall be placed in positions allowing for financial signature approval of any purchasing or payroll transactions for one another. In the case where business demands require indirect or temporary supervisor of relatives,

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cohabitants or roommates, the Department Director of the employee(s) is responsible for establishing a process of auxiliary review for the affected employee(s) to include review and signature authority over timesheets, purchase orders and any other action where a conflict could arise from the reporting relationship of relatives, cohabitants, or roommates.

ii. The hiring and promotion of relatives, cohabitants or roommates shall not be allowed, even in different departments, if that action creates a conflict, or the appearance of a conflict of interest for the City as determined by the City Manager and Human Resources.

iii. When any relationship through blood, adoption, marriage of cohabitation presents a conflict of interest for the City, the City reserves the right to take appropriate action to eliminate the conflict, which may result in disciplinary action being takenup to and including termination.

f. Recommendation for Hiring: A current City employee may not be involved in the hiring or selection of a relative, cohabitant or roommate.

g. Disciplinary Actions: Supervisors may not participate in disciplinary decision or appeals involving their relative, cohabitant or roommate.

VI. Procedures:

a. Special Considerations:

i. Section 14.03 NEPOTISM of the City of Celina Charter.

ii. Designated Departments: There are some departments/positions within the City that, because of the nature of work conducted with all other positions in the City it is inappropriate for persons in these departments/positions to be related to anyone employed by the City in any capacity, by blood, marriage or cohabitation or roommate relationship. Within the City, these departments, divisions, and positions include:

1. City Manager's Office
2. Human Resources Office
3. Financial Services including:
    a. Finance Director and Assistant Finance Director
4. The City reserves the right to designate additional departments/positions to those listed herein as necessary to prevent adverse impact on the work environment.

iii. Department Heads: No relative, cohabitant or roommate of a department head may be employed by the City after the effective date of this policy without Human Resources approval.

iv. Grandfather Clause: Employees hired before the effective date of this policy, who are found to be in violation of this policy, shall be allowed to continue working in their current positions. No person shall be hired, transferred, or promoted after the effective date of this policy whose continued employment with the City would create

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a new violation of this policy.

v. Preferential Hiring: Preferential hiring consideration will be provided for those employees who must terminate under this policy. The City will endeavor to work with employees while they apply and/or interview for jobs. The employee(s) shall be required to provide advance notice to their supervisor prior to the date of such interview(s) or appointment(s) and to work with the supervisor on scheduling such absences. Preferential hiring consideration shall no longer be given to an employee who refuses a bona fide job offer.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.05 Anti-Fraternization

I. An individual shall not be appointed to a position if the appointment would create a close working relationship with another employee within the department or functional area that could affect the health, safety or welfare of the employees, the efficient departmental operations of the best interests of the organization. A supervisor-subordinate relationship is prohibited between two employees who married or cohabitating or involved in a romantic relationship.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.06 Valid Driver's License and Certifications

I. The City of Celina requires that every employee who operates a City-owned or leased vehicle, or who drives a privately-owned vehicle while carrying out job duties, must maintain a current valid Texas driver's license and an acceptable driving record as determined by the City. It is the employee's responsibility to notify Human Resources immediately if their driver's license is not valid.

II. Driving records will be checked prior to employment and periodically throughout the course of employment. Applicants and employee are required to provide the City with any authorization necessary for the City to perform such a check. Moving traffic violations will be considered and may result in failure to hire in the case of prospective employees, and may result in disciplinary action, up to and including termination, of an active employee. Each report will be reviewed and considered on a case-by-case basis.

III. Additionally, as required by position, employee's may be required to hold separate licenses and certifications as necessary to complete their role with the City.
   a. As a condition of employment and a continued condition of employment, it is the employee's responsibility to complete, obtain and maintain any certifications, licenses, and other requirements. Certifications and licenses are required to be obtained as designated by the Department Director.
   b. Employment is contingent upon obtaining these licenses and certifications within a certain amount of allotted time, also designated by the Department Director.
      i. If an employee fails to obtain and/or maintain these licenses and certifications, the employee can and will be subject to disciplinary action, up to and including termination.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.07 Medical Examinations/Fitness for Duty

I. The City of Celina endeavors to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health required for performing the essential functions of their position, either withor without reasonable accommodation. It is the policy of the City to require certain applicants and employees to be examined by a physician under certain circumstances described below. Medical examinations may also be used to ensure that employees remainin good physical condition in order to perform the ~~demands~~ essential functions of the job.

II. The City Manager or Department Director with notice to the City Manager may require a person selected for initial appointment or reinstatement to undergo a medical (mental and/or physical) examination by one or more physicians designated by the City and at the City's expense. If a medical examination is required, the employment will be contingent upon successful completion of the medical examination and determination by the City that the person can perform the essential functions of the job with or without reasonable accommodation.

~~III. The City recognizes that employees with potentially life-threatening and/or infectious illness or physical and/or mental disability may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. As long as these employees are able to perform the essential functions of their job, reasonable accommodation, without creating an undue hardship, and medical evidence indicates their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.~~

III. III. If employees with potentially life-threatening and/or serious health conditions may wish to continue to work to the extent their health conditions allow. As long as such employees are able to do so, and perform their essential job functions, with or without reasonable accommodation, they shall be permitted to do so; however, in the event an employee's health condition constitutes a direct threat, the City may take such steps to ensure the safety of the workplace. Any actions taken by the City shall be consistent with all applicable state and federal disability laws.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.08 Separation of Employment

I. It is the policy of the City of Celina to request advance written notice of an impending voluntary separation from all positions of employment within the City organization. Minimum notice is necessary in order to expedite employee out-processing and ensure a smooth transition without adversely affecting department efficiency.

II. Notice of Requirements:
   a. Department Directors and other top executives are requested to give twenty working days advanced written notice of separation.
   b. All other employees are requested to give ten (10) working days' advance written notice of separation.
   c. Failure of an employee to provide the minimum notice requested could prohibit eligibility for rehire, negatively affect their receipt of terminal pay and cause the employee to be terminated immediately.

III. Types of Separation:
   a. Resignation: Regular employees may leave City service by submitting a written resignation to their supervisor at least ten (10) working days in advance of their last day of employment. Generally, the City of Celina does not deem it in the best interest of the organization to accept an employee's withdrawal of a resignation. Once a resignation is tendered by the employee and accepted by the City, it may not be withdrawn unless the Department Director agrees. An employee may also give verbal resignation, but it is not considered proper notice. ~~Eligible for accrual pay out.~~ Employees who resign employment with adequate notice are eligible for payout of accrued vacation and sick leave balances per policy.
   b. Job Abandonment: An employee is considered to have voluntarily resigned City employment if the employee fails to return from an approved leave of absence on the date agreed upon by the City and employee; or in situation where the employee fails to report to work without notice to the City for two (2) consecutive days or shifts (one (1) shift for fire shift personnel) without sufficient cause. Employees who abandon their jobs will not be eligible for rehire and it may affect their terminal pay.
   c. Retirement: Full-time employees are afforded retirement under the Texas Municipal Retirement System (TMRS). Eligible employees may retire from City service in accordance with applicable programs. Service retirement through TMRS requires as much notice as necessary to properly process retirement paperwork at least thirty (30) days before the planned retirement date. Eligible for accrual pay out.
   d. Involuntary (Disciplinary) Termination: Employees may be separated from the City for violation of City and/or departmental policies. Employee separated through involuntary termination are generally not eligible for rehire.

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e. Failure of Probationary Period: Employees who fail their probationary period may be separated from the City and generally are not eligible for rehire.

f. Failure to Maintain Minimum Job Requirements: Employees may be separated for failure to maintain or secure license(s) or certification(s) required as a condition for performing the job.

g. Resignation in Lieu of Pending Disciplinary Action/Discharge: A resignation because of pending or possible disciplinary action is considered separation for misconduct. Employees who resign in lieu of pending disciplinary action or discharge will not be eligible for rehire. Eligible for accrual pay out.

h. Incapacity: Should an employee's abilities to perform the essential functions of their position, the Director should consult with the Director of Human Resources or their designee. If reasonable accommodations cannot be made and an employee is unable to perform the essential functions of their position, the employee may be given a non-disciplinary termination due to business necessity with no appeal, subject to consideration of an ADA accommodation of continued leave and/or provisions of the worker's compensation policy. Eligible for accrual pay out.

i. Death: When a City employee passes away, their estate receives all pay due and any earned and payable benefits as of the date of death. Eligible for accrual pay out.

j. Reduction in Force: A reduction in force is a non-disciplinary decrease in the number of authorized positions. Whenever possible, the employee reduction from one department may be absorbed by transfers to suitable positions elsewhere. Such positions may not be at the same pay rate or grade. If the circumstances necessitate it, the City Manager, and Director of Human Resources will develop a reduction-in-force plan. Layoffs will be a result of business necessity, such as discontinuation in demand for service, technological changes, and privatization. Eligible for accrual pay out. The plan will consider the following criteria in order:

    i. Department/Division goals;

    ii. Employee productivity;

    iii. Employee skills, knowledge, and abilities;

    iv. Employee tenure;

    v. When possible, the City will notify all employees impacted by a reduction-in-force no later than 60 days prior to the effective day. The City will allow reasonable time during the day/week for completing applications, attending interviews and the like.

IV. Exit Procedures:

a. Upon receiving a resignation, the supervisor should contact Human Resources and provide the resignation letter. The supervisor is responsible for completing any necessary paperwork, such as requisition to hire and

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

personnel action form. Human Resources will coordinate all other off-boarding activities with direction to the supervisor as necessary.

b. Human Resources, upon notification of the resignation, will contact the exiting employee to schedule an informational meeting to provide benefits continuation options. Should an employee choose not to participate in an exit meeting, all benefits information and an Exit Interview survey will be conducted via email.

c. In accordance with Federal Laws, the City offers eligible employees and their qualified dependents the opportunity for a temporary extension of healthcare coverage at the time of separation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The City utilizes a third-party COBRA administration provider who will notify the employee after their termination abouttheir rights to elect coverage. The terminated employee is responsible for paying the costs associated with any such continuation of coverage.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.09 Employment Categories

I. The City will maintain standard definitions of employment and will categorize employees inaccordance with the following definitions.

a. Regular Full-Time Employees (RFT): Employees who have successfully completed probationary period and are scheduled to work at least forty (40) hours per week or work period on a regular basis in a full-time budgeted position. RFT employees are eligible for all City group benefits.

b. Regular Part-Time Employees (RPT): Employees who have successfully completed probationary period and are scheduled to work less than thirty-two (32) hours per week or work period on a regular basis in a part-time budgeted position. RPT employees who work an averageof a least thirty-two (32) hours per week may qualify to participate in the City's health and dental plans. Part-time employees are not eligible for TMRS benefits.

c. Probationary Employees: Probationary periods apply to employees who are newly hired or employees who have changed positions as a result of a promotion, demotion, or transfer. New hire employees will serve a probationary period of six (6) months and employees who have changed positions as result of a promotion, demotion or transfer will serve a probationary period of three (3) months. Probationary periods for public safety personnel may vary according to departmental needs. Seasonal and temporary employees do not serve probationary periods.

d. Seasonal Employees: Employees who work a specific number of hours per week during a specified work season normally no longer than six (6) months. The need for such positions usually occurs on an annual basis. Seasonal employees are not eligible for any City group benefits.

e. Temporary Employees: Employees who are hired for a specific number of hours per week for no longer than ninety (90) days. Temporary employees are not eligible for any City group benefits.

f. Intern Employees: Employees who work a specific number of hours per week during aspecified work period normally no longer than six (6) months. Intern employees are not eligible for any City group benefits.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.10 Re-Employment

I. Rehired employees are subject to the condition of employment and benefits of a newly hired employee, except where specifically stated otherwise.
   a. Individuals involuntary terminated for disciplinary reasons are generally not eligible for rehire.
   b. Individuals terminated for non-disciplinary reasons, such as incapacity and other reasons outside of their control, may be eligible for re-employment.
   c. City of Celina retirees may be rehired into their former position, or another vacant position for which they qualify, in a part-time or seasonal/contract labor capacity.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.11 Promotions/Demotions/Transfers

I. Promotions: Assignment of an employee from a position of one classification to a position in another classification having a higher position pay grade.

a. When a position vacancy occurs, an opportunity to promote may be explored consistent to the goal of filling a position with the most capable person available. An employee is encouraged to develop their qualifications and apply for vacant advancement opportunities for which they qualify. A hiring supervisor may promote from within and may first consider current qualified employees to fill a vacancy, unless outside recruitment is considered to be in the City's best interest.

b. An employee must meet minimum qualifications in order to be promoted. The candidate with the best combination of skill, past performance and suitability for the position will be selected. An employee selected for a promotion must provide the releasing department with at least two (2) weeks' notice before assuming the new position. If both departments are in agreement, the notice period may be increased or decreased. Promoted employees will be placed at the minimum of the new pay grade or receive a 5% increase, whichever is greater. Additional pay requested must be approved by the City Manager's office, however the employee's pay may not exceed the pay range for the position.

c. An employee may not be promoted if they have sustained a formal complaint that resulted in administrative pay without leave and/or has been issued a Personal Improvement Plan (PIP) within the preceding six (6) months of the date of promotion; or if their most recent evaluation is below "meet expectations".

d. Directors must consult with Human Resources to discuss requests to place an employee above the minimum of the new pay grade to ensure consideration of internal equity issues. An employee promotion is conditional upon a successful probationary period.

II. Demotions: Assignment, either voluntary or involuntary, of an employee from a position in one classification to a position in another classification having a lower pay grade.

a. Non-disciplinary demotion is the assignment of an employee from a position in one classification to a position in another classification having lower pay grade. An employee qualified to perform lower-level position duties may be approved for administrative demotion at their own request. An administrative demotion maybe an alternative to a layoff or for another reason in the best interest of the City. Such a demotion shall not be considered a disciplinary action or disqualify the employee involved from being considered for later advancement. All demotions will result in a

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

decrease in pay unless an exception has been approved by the City Manager's office.

b. Involuntary demotion is the result of less than satisfactory work performance or misconduct. Nothing in this section shall require the City to offer a demotion to employees in lieu of other disciplinary action, lay off or reorganization.

III. Transfer: The assignment of an employee from one position to another position in the same classification grade.

a. Transfers may be made administratively, upon request of the employee or in conjunction with an announced selection process. Human Resources shall review transfer requests.

b. Directors may authorize a transfer between their divisions without opening the position internally or externally. Human Resources will coordinate said transfers and appropriate PAF must be approved prior.

IV. Reassignment/Reorganization:

a. It is the policy of the City for the reassignment of job duties at-will and without cause. Such reassignment of duties may result in an employee's lateral transfer, reclassification, or non-disciplinary demotion.

b. A reassignment of duties may include the assignment of additional duties or the removal of certain duties from a position. Reassignment of duties that does not affect an employee's classification may be made at the discretion of the employee's supervisor.

c. A reassignment of duties which results in an employee's transfer to another department, reclassification or demotion shall be approved by Human Resources and the City Manager or their designee prior to any such reassignment.

d. Any major department reorganization or changes affecting jobs within the department should be addressed during the preparation of the department's annual budget. A significant reorganization of a department shall be approved by Human Resources and the City Manager prior to its implementation.

e. Nothing herein shall be construed to prevent the assignment of higher-level duties or additional duties to an employee without additional compensations.

V. Interim/Acting Assignment: If a position is vacant or its regular incumbent is absent for an extended period of a least four (4) weeks, the Department Director with approval ofthe City Manager may authorize a temporary promotion to ensure the proper performance of City functions. Sworn Police and Fire personnel will be governed by State statutes.

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CITY OF CELINA PERSONNEL POLICIES

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a. Department Directors may temporarily assign employees to higher-level positions in order to ensure continuance of work project, supervision, etc. Employees do not acquire any rights to the position they temporarily fill and may be returned to their former status and position at any time. Persons who have been temporarily assigned to a higher-paying position will be placed in an interim pay category effective after the tenth (10^{th}) full workday of the change.

b. City Manager approval is required for interim pay assignments.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.12 Dual/Outside Employment

I. Outside employment:
   a. City employees must recognize that the City is their primary employer. Employees may occupy only one (1) position within the City at any given time unless otherwise approved by the respective Department Director and Human Resources. Approvals will be filed with the Human Resources Department. For purposes of this policy, outside or self-employment includes a job, activity, or enterprise (including self-employment) that constitutes a form of employment or business outside the responsibilities of employment with the City.

II. Employees may not accept outside or self-employment that conflicts with the effective performance of the employee while on duty with the City or conflicts in any way with the best interests of the City. City employees cannot contract with the City for services.

III. An employee will not be covered by the City worker's compensation insurance while working for another employer or while self-employed except for law enforcement officers working within their official police officer function. In addition, an employee on FMLA leave, sick leave, disability leave, workers' compensation leaves, or an unpaid leave of absence ~~for themselves~~ for health reasons, may not engage in outside or self-employment, as defined in this policy, unless expressly authorized by the City Manager.

IV. Failure to notify Department Director and the Director of Human Resources of dual/outside employment and dual/outside employment that is deemed as a conflict of interest to the City, must cease immediately, and can result in progressive discipline, up to and including termination.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.13 Telework Policy

I. Purpose:
   a. To define and effectively manage telecommuting opportunities, intended to create flexible work conditions that will enable employees to work effectively without disruption to City Services.
   b. Telecommuting is a management work option, it is not an entitlement, or a citywide benefit, and it no way changes the terms and conditions of employment with the City of Celina. Telecommuting options are evaluated on a case-by-case basis, based on organizational need.
   c. Dependent care arrangements must not interfere with work and personal disruptions are expected to be a minimum.

II. Definitions:
   a. Telecommuting: An arrangement in which an employee performs regular work at an alternative work site for a specified, temporary period. Occasional work off-site, including work while traveling on City of Celina business, does not constitute telecommuting.
   b. Telecommuter: An employee who has an approved telecommuting work arrangement with their Director and is working from an approved alternate work site.
   c. Alternate work site: An employee will establish an appropriate work site within their home for work purposes. With the exception of basic office supplies, the City will not be responsible for any costs associated with the employee's home office such as remodeling, furniture, etc.

III. Policy:
   a. Requirements for telecommuting arrangement are set forth in this policy and are intended to ensure that such an arrangement comply with all applicable laws, as well as to prevent or minimize losses and claims.
   b. A telecommuting arrangement is not an entitlement and does not constitute a permanent change in the employee's essential job requirement of regular and reliable attendance, or process/need to notify a supervisor if the employee is unable to work. Telecommuting is not a formal, universal employee benefit, but rather it is an alternate method of meeting the needs of both the City and the employee. The City of Celina considers telecommuting to be a viable work arrangement in certain cases where job function may be successfully accomplished with such arrangement.
   c. The duties, responsibilities, and conditions of employment remain the same as if the employee were working at the normal work site. The employee will continue to comply with the City of Celina policies and procedures while working at the alternate work site.
   d. The Employee understands that telecommuting is a mutually agreed upon work alternative between the City and the Employee. The City may revoke or modify the Employee's participation as a telecommuter at any time at its discretion.
   e. Telecommuting should not negatively affect the workload or productivity of other employees such as shifting duties or creating delays or adding additional steps in the workflow. Telecommuting will not affect an employee's compensation, benefits, work status or work responsibilities. A telecommuting arrangement will not result in any

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

additional cost to the City of Celina.

IV. Eligibility: An eligible employee may be permitted to telework a maximum of one (1) day per week. In limited instances, ~~two (2) days per week~~ additional days may be approved by the HR Director and City Manager.

a. Before entering any telecommuting arrangement, the employee, and their supervisor, with assistance from the Human Resources Department, and the approval of the Department Director, will evaluate the suitability of such an arrangement, reviewing the following areas:

i. Employee suitability: Assess the needs, skill, and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.

ii. Job responsibilities: Discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.

iii. Equipment needs: Workspace considerations and scheduling issues.

V. Procedure:

a. An appropriate level of communication between the telecommuting employee and supervisor will be agreed upon as part of the discussion process and will be at a level of consistent with employees worked at the office or in a manner and frequency the is appropriate for the job and individuals involved.

VI. Equipment:

a. On a case-by-case basis, the City will determine, with information supplied by the Employee and the Supervisor, the appropriate equipment needs for each telecommuting arrangement. The Information Technology Department will serve as a resource in this matter. Equipment supplied by the organization will be maintained by the organization and must be readily available for inspection, as requested. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. City-related records and information must only be kept on City-supplied equipment.

b. The City accepts no responsibility for damage, theft, or repairs to employee-owned equipment. The City reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only and the Employee agrees to take appropriate action to protect the items from damage or theft. Should such damage or theft occur, the telecommuter must immediately notify their supervisor. Upon termination of employment, all City property will be returned to the City, unless other arrangements have been made.

c. The employee will establish an appropriate, secure work environment, typically within their home for work purposes. The City will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, Wi-Fi, or lighting nor for repairs or modifications to the home office space.

VII. Security:

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

a. Consistent with the City's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary City information accessible from their home office. Steps may include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment. Network Security must be maintained according to the guidelines provided by IT related to accessing the network remotely. Contact IT if you need instructions to gain remote access.

VIII. Time Worked:

a. Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the City's time-keeping system.
b. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the Telecommuter's Supervisor. Failure to comply with this requirement may result in the immediate termination of the Telecommuting Work Arrangement.
c. Failure to adhere to this, or any other City policy may provide cause for termination of the telecommuting agreement, and subject the employee to discipline, up to and including termination. Termination of the telecommuting agreement shall be made to the telecommuter, in writing, by the telecommuter's supervisor. The telecommuter's supervisor shall also notify Human Resources.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.14 Reference Policy

I. All relevant information of City employees will be given as a result of an official open records request or at the written request of the employee/former employee.

II. Regarding references, typically the information given will be the job title, the department/division in which the employee worked; their dates of employment; as well as eligibility for re-employment.

III. Information may be given to other persons if required by law. All requests for references will be referred to Human Resources and information should only be disseminated at the direction of Human Resources.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 2 - Employment

2.15 Performance Appraisal

I. The intent of the City of Celina's performance evaluation ~~(performance check-in)~~ process is to provide coaching and mentoring opportunities for employees to receive fair, accurate and helpful performance feedback. The feedback received should assist employees in maintaining and/or improving good job performance and ultimately contribute to providing the best service possible to our citizens and customers, consistent with our core values. ~~Periodic check-ins and coaching one-on-ones with direct supervisors will serve as a management tool for making decisions regarding career development, succession planning, training, retention, and compensation.~~ Annual performance evaluation and coaching one-on-ones with direct supervisors will serve as a management tool for making decisions regarding career development, succession planning, training, retention, and compensation throughout the course of the year. One on Ones are required at a minimum at mid-year and a formal annual performance evaluation is required on the employee's anniversary date. The annual performance evaluations need to be forwarded to Human Resources.

~~II. The performance evaluation (check-in) process is the ongoing action of setting performance expectations, coaching employees to reach those expectations, providing feedback to employees and then reviewing and recognizing those performance results.~~

~~III. Feedback discussions should occur throughout the year, in addition to the following formal evaluations for regular full-time and part-time employees.~~

~~IV. New Hire: New employees to the City of Celina are considered probationary employees for six (6) months of continuous service. New employees will receive ongoing coaching and mentoring for their first six (6) months of service and again ontheir one (1) year anniversary date. Sworn Public Safety employees should consultwith their respective departments regarding probationary period of employment and performance appraisal. The probationary period serves as a formal opportunity to determine if a mutual fit exists between the employee and the organization. A decision to continue or end employment may be made at any time, by either the employee or the City, during or after completion of this period.~~

~~V. Promotion: Promoted employees will be on three (3) months' probationary period. This three (3) month period serves as a formal opportunity to determineif the employee is a good fit with the new position assumed. A decision to continue or end employment may be made at any time, by either the employee or the City, during or after completion of this period. Promoted employees who fail probationary period may be offered their previous position if the position is available. If not, termination of employment may occur. Employees who have been promoted will receive a formal performance evaluation after three (3) months of service in their new position and again on their one-year anniversary date.~~

~~VI. Demotion: Employees who have been demoted voluntarily or involuntarily willbe on three (3) months' probationary period. This three (3) month period serves as a formal opportunity to~~

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~~determine if the employee is a good fit in the new position. A decision to continue or end employment may be made at any time, by either the employee or the City, during or after completion of this period. Employees will receive a formal performance evaluation/check-in after three (3) months of servicein their position and again on their one-year anniversary date.~~

~~VII. Transfer: Employees who have transferred will be on three (3) months' probationary period. This three (3) month period serves as a formal opportunity todetermine if the employee is a good fit with the new position assumed. A decisionto continue or end employment may be made at any time, by either the employeeor the City, during or after completion of this period. Transferred employees whofail probationary period may be offered their previous position if the position is available. If not, termination of employment may occur. Employees who have transferred will receive a formal performance evaluation/check-in after three (3) months of service in the new position and again on their one (1) year anniversarydate. An employee transferring from a position that the employee has worked in for at least six months will receive a performance evaluation prior to transferring to thenew position.~~

~~VIII. Annual: Regular full-time employees will have a performance appraisal/check-in meeting annually during their anniversary/position month.~~

~~IX.~~II. A performance evaluation/check-in is not subject to appeal or grievance. However, if an employee disagrees with any portion of the evaluation, the employee may provide a written statement to be attached to the evaluation.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 3 – Official Personnel File

3.00 Official Personnel File

I. Personnel records of present and former employees are kept in the Human Resources Office. The personnel file is a complete record of an employee's application, physical reports, correspondence, performance evaluation ratings, and changes in official status, such as salary changes, promotions, and transfers.

II. In order for the personnel folder file to remain current, the Department Director and work unit supervisor shall submit, to the Human Resources Department, a notice or copy of all actions relating to an employee's status such as, commendations, reprimands, performance evaluations, etc. Unless otherwise required by law, or statue, no separate personnel or redacted files may be maintained outside of Human Resources. The Police Department can maintain separate TCOLE files for its departmental employees. NOTE: All personnel records, no matter where they are maintained, are subject to the Texas Public Information Act, subpoenas, and other court orders.

III. The Human Resources Department will maintain personnel records of each active employee. Records will also be maintained on inactive employees for not less than the period required by law. An employee's records are available for inspection in the Human Resources Department by the employee, any individual authorized by the employee, their immediate supervisor, Department Head, or designee. The Human Resources Department will not release personnel records to individuals or agencies outside the City unless it is required by law.

IV. An employee who wishes to review the contents of his or her personnel file may do so (but may not remove any of the contents from the file) in the Human Resources Department. Under no circumstances will the file be removed from the Human Resources Office by the employee, and the employee shall not remove any file contents.

V. Employees are responsible for notifying the Human Resources Department whenever there is a change in name, address, telephone number, marital status, number of dependents, military status, person to notify in case of an accident, or beneficiary assignment of any employee benefit plan so as to keep personnel files up to date.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 3 – Official Personnel File

3.01 Employee Privacy

I. Employees do not have any expectation of privacy as it related to their office, workspace, desk, City vehicle, or locker. Inappropriate illegal items should never be brought to the workplace. The City reserves the right to monitor all City-owned communication systems. The City reserves the right to monitor all correspondence conducted on a City-owned computer or any other type of electronic device capable of transmitting data, voice and/or video.

II. Employee Privacy:

a. Human Resources shall establish procedures necessary to preserve the privacy of employee information as required by applicable state and federal legislation. Access to privileged or confidential employee records shall be based on the need to know as determined by the Director of Human Resources.

b. The Texas Public Information Act permits an employee to determine whether the public shall have access to their information such as home address and social security number by submitting the Public Access Authorization form. The following information is a matter of public record under the Texas Public Information Act and, upon official request, will be released for public inspection from an employee's official personnel file:

i. Name;

c. Date of original employment or appointment to the City service, or if applicable, last day worked;

i. Current position title;
ii. Current salary;
iii. Department to which the employee is currently assigned.

~~III. Personnel File Review:~~

~~a. Employees may have access to their own personnel file for the purpose of inspection, review, and duplication during normal business hours. Supervisors may review their employees' or prospective employees' personnel files during normal business hours.~~

~~b. Upon proper request, the Human Resources Department will, during normal officehours, allow third party access to information contained in personnel files if they are deemed appropriate. All files will be reviewed in the presence of a Human Resources Department representative. No document may be removed, entered, or copied without prior permission of the Director of Human Resources or designee.~~

~~c. Requests for other information by third parties must be requested in writing with a signed release by the employee. Official open records requests do not require written release from the employee. The Human Resources Department will release documents in accordance with the requirements of the open records requests law, (Texas Public Information Act), other laws governing the release of personal information and in consultation with the City Attorney's Office.~~

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 3 – Official Personnel File

3.02 Confidentiality of Records

~~I. Federal law, including the ADA and HIPPA, requires that the City maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the City maintains a separate medical file for each employee. The Human Resources Department maintains these confidential medical files.~~

~~a. Examples of information that may be provided to the City by an employee's health care provider, and maintained in the confidential medical file, include:~~

~~i. a note to justify a medically related absence;~~
~~ii. a note to request leave for medical purposes;~~
~~iii. a note to verify the employee's ability to return to work;~~
~~iv. a note to verify the employee's completion of a wellness program related activity;~~
~~v. medical records to support a claim for sick pay or disability benefits insurance records; and~~
~~vi. Workers' compensation records.~~

~~b. It is important that employees understand that the records are confidential, but that the confidentiality may be limited when certain medical disclosures are necessary, i.e., FMLA, ADA and worker's compensation. When an employee provides medical information to their supervisor, the supervisor shall disseminate the information to the Human Resources Department and will make determinations of release on an "as needed" to other members of management. The Human Resources Department is the point of contact to receive medical information, to ensure confidentiality is maintained.~~

~~c. In addition to protecting their own confidential medical information, employees must also respect the privacy and confidentiality of their coworkers' medical information as well as their co-workers' family medical information. Employees are required to use discretion and judgment when dealing with such information and are to refrain from passing along information, gossip, rumors, or anything else that may constitute an invasion of a coworker's privacy or breach of confidence. Employees should not speculate about medical conditions of other employees or their family members and may not publicly discuss another person's medical information.~~

~~II.~~I. Confidentiality of Records:

a. Except in cases where information contained in personnel files is required to be disclosed under the Texas Public Information Act, or unless otherwise provided by State or Federal law or this manual, personnel records and employee's files will be considered confidential. All documents and information submitted during the employment process and during employment are the property of the City of Celina.
b. Medical records and drug test results will be maintained in separate confidential files from an employee's regular personnel file. Access to these records is limited to those persons who have a need to know the information relative to the employee's job. HIPAA Privacy Rules will apply as applicable.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 4 – Employee Benefits

4.00 Medical, Disability, Life Insurance and Continuation of Coverage

I. The City provides comprehensive medical, dental and life insurance plans for its full-time employees and eligible dependents of such active employees. Because of frequent changes in the law and because of the size and complexity of the Medical, Dental and Life plans, employees are to refer to the Employees Benefits Booklet, which is maintained and distributed by the Human Resources department. The summary provided is only to inform employee of the general benefits and procedures in a more concise manner. The terms of coverage are subject to periodic revision and questions employees may have, are to be referred to the Human Resources department.

II. Enrollment and Plan Year:

a. Employees may enroll in the group health plans and other benefit programs upon hiring with the City after a designated waiting period. Plan years for group health plans are administered by Human Resources and are on a calendar-year basis beginning January 1st and ending December 31st. Open enrollment for an upcoming year is determined by Human Resources and employees will receive notice of the open enrollment period each year. Once elections have been made to participate, not participate or to change elections and have been submitted to Human Resources, no change or revocation may be made in the election except in the case of a qualifying event as defined by the U.S. Internal Revenue Code.

III. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

a. COBRA became effective April 7, 1986. Through COBRA, City employees and their dependents, who are currently enrolled in qualified group benefits, are afforded an opportunity to extend those benefits at a percentage of the premium, which is subject to change, in situations by which the benefits coverage would otherwise end. The length of COBRA varies depending on the nature of the qualifying event but could range between eighteen (18) and 36 months.

~~a.~~b. COBRA continuation coverage can become available to the employees and their families when group health coverage would otherwise end. COBRA is continuation of plan coverage when it would otherwise end because of a life event, also called a "qualifying event". After such an event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary". Under COBRA, qualified beneficiaries who elect COBRA continuation coverage must pay for said coverage. COBRA continuation coverage is temporary coverage that generally lasts eighteen (18) months due to qualifying events. Certain qualifying events may allow the benefit to extend up to thirty-six (36) months.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 4 – Employee Benefits

4.01 Employee Assistance Program

I. The City of Celina is committed to helping employees and their dependents cope with personal difficulties that could adversely affect employees' work performance, productivity and/or conduct on and off the job by providing an Employee Assistance Program (EAP). This policy supports the City's commitment to support a healthy, family-oriented work environment and a values-based culture where we help and support one another.

a. The purpose of the EAP is to assist employees in identifying on or off the job personal behavioral problems that are adversely impacting their work performance and productivity. The EAP provides free counseling and referral assistant for the City of Celina employees and dependents by offering counseling services for alcohol and drug abuse, marital and relational problems, psychiatric and emotional illness, financial and legal difficulties, and a wide range of other issues.

b. All persons employed by the City, including those individuals on a full-time, part-time, seasonal, or temporary basis, are eligible to access the EAP. Employees and dependents may access the EAP via a toll-free number, supplied by the City's EAP vendor, 24 hours a day, 7 days a week.

c. Utilization of EAP program services will not result in any special privileges or exemptions for established City policies related to job performance or affect the at-will status of employment.

II. Type of Referrals:

a. Voluntary Self-Referral: Employees may obtain information about the City's EAP from their Department, or they may contact Human Resources. An employee may voluntarily contact the City's EAP at any time for assistance. This self-referral can be completely on their own initiative. The self-referral can also be a response to informal suggestions by supervisors. In most cases, appointments are available after normal working hours or on weekends. If appointments are necessary during normal work hours, the time may be charges to accrued sick leave. If sick leave is not available, employees may use other paid leave time available or use time off without pay. Information regarding reasons, employees are seeking assistance through the EAP is strictly confidential. Supervisors should not ask what the reasons are, and if an employee volunteers any information, it must be treated confidentially.

b. Job Performance Referral: A job performance referral by the supervisor generally occurs in conjunction with some form of disciplinary action. If a supervisor feels that they should refer an employee to the City's EAP, the supervisor should first review the facts with the Human Resources Director or designee. Upon agreement that a job performance referral to the City's EAP is appropriate action, the Director of Human Resources or designee will contact the EAP with the initial information that the employee has been encouraged to contact the EAP within twenty-four (24) hours. The supervisor should then tell the employee that they are encouraged to contact the EAP within the 24-hour time period to schedule an appointment. Scheduled appointments during work hours for the assessment visits and follow up treatments should be recorded as time worked. An employee should not have her/her time docked for the job performance referred assessment appointments. Although case specific information will be treated confidentially, the EAP will keep Human Resources apprised of employees' general progress, such as whether they are attempting to resolve the issues adversely influencing their work performance. If job performance does not improve, the supervisor may continue the disciplinary

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process, whether or not the employee contacted the EAP.

c. Fitness for Duty Referral: On occasion, the fitness for duty assessment may be required. Supervisors should work with their Department Director and Human Resources to determine the specific course of action in each case.

d. Family Violence Referral: The City of Celina recognizes the impact of family violence on the workplace. As such, we are committed to heightening awareness of family violence and providing guidance to employees and management to address the occurrence of family violence. Referral assistance is also available to employees for these situations through the Celina Police Department. Time needed away from work to deal with such issues including the length of absence(s) will be determined on a case-by-case basis between the employee and the supervisor. Paid leave options should be explored first.

III. Critical Incident Crisis Response:

a. The City may experience a critical incident or trauma in the workplace that can affect the emotional health, morale and productivity of employees and management. These events can range from an accidental death or suicide of a co-worker to a natural disaster, such as hurricane, or a drastic reduction in force. All these events can cause a great deal of psychological, mental, physical, and emotional stress.

IV. Records of EAP Referral/Use:

a. All records pertaining to the EAP will be treated with a high degree of confidentiality. Any information released will be clearly defined as confidential and will be released only under the following circumstances:

i. When the EAP counselor determined that this is a clear and imminent risk to the employee or to the community. Clear and imminent risk includes, but is not limited to and individual who is actively suicidal, an individual who is likely to physically harm another person, and/or an individual whose ability to function on the job is so substantially impaired that the individual presents a serious risk to the community;

ii. When and to whom it required by judicial order or when required by legal proceedings;

iii. As required by law to appropriate authorities in cases involving child abuse;

iv. To Human Resources staff and the employee's supervisor on a need-to-know basis when a referral was mandatory; and

v. To others with written consent of employee.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 4 – Employee Benefits

4.02 Requests for Accommodation (ADA)

I. To ensure compliance with the Americans with Disabilities Act of 1990, as amended (ADA), the City offers equal employment opportunities to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability.

II. The City will employ and will not discriminate against persons with a disability or regarded as having such impairment as defined by the ADA. The following definitions shall be applicable to this policy;
   a. Disability shall mean with respect to an individual:
      i. With a physical or mental impairment that substantially limits one (1) or more major life activities of such individual;
      ii. With a record of such impairment; or
      iii. Being regarded as having such an impairment.
   b. The determination of whether an impairment substantially limits a major life activity shall be made without regard to the constructive effectives of mitigating measures such as:
      i. Medication, medical supplies, equipment.
      ii. Use of assistive technology.
      iii. Reasonable accommodations or auxiliary aides or services; or
      iv. Learned behavioral or adaptive neurological modifications.

III. The City prohibits discrimination against a qualified individual on the basis of disability. The City will not deny employment opportunities on the basis of the need to provide reasonable accommodation for the individual's physical or mental impairments unless it would cause an undue hardship to the City or constitute a threat to the safety of the disabled person or other persons. Individuals with disabilities requiring accommodations should notify the Director of Human Resources. The City requests sufficient notice, when possible, to give time to arrange the accommodation.
   a. The City will make every reasonable effort to ensure the facilities and hiring procedures are accessible to all persons who wish to make application to the City for employment. The City desires that all accommodation requests by applicants to be made in writing outlining:
      i. The position being applied for;
      ii. The accommodation being requested; and
      iii. The suggested accommodation alternative and tools necessary to complete the application process.
   b. All accommodation requests made by applicants who are otherwise qualified individuals, will be referred to the Director Human Resources for consideration. Reasonable accommodations will be provided as long as they do not place an undue burden on the City.

IV. If the City receives any medical information about an employee, it shall be forwarded confidentially to the Human Resources Department, which will maintain a confidential medical records file for each employee. Medical records include any document where detail is supplied. Such medical records file shall be secured, both physically and electronically, and kept separate from the employee's personnel file. Access to the confidential medical records wiles shall be limited except on a need-to-know basis.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 4 – Employee Benefits

V. Employees/Applicants who have a disability and are in need of an accommodation should report such need to the Human Resources Department. The Human Resources Department will work with the employee/applicant in an interactive process of questions and responses in order to determine if an accommodation is possible.

VI. Employees who have a complaint regarding potential violations of ADA including but not limited to harassment, discrimination, or failure to provide reasonable accommodations, must immediately report such complaint to the Human Resources Department. Such employees shall not be subjected to retaliation for requesting an accommodation or because of complaints about the denial of an accommodation.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 4 – Employee Benefits

4.03 Education/Tuition Assistance

I. Statement of Purpose:
   a. The tuition reimbursement program is to provide an opportunity and an incentive for employees to increase their individual level of education and expertise in their related job duties, thereby enhancing their job skills and degree of professionalism and subsequently improving the ability for staff to provide quality service to the community. The City makes this investment in the employee with the expectation that it will improve employee's productivity and that employee is committed to continued employment with the City.
   b. Participation in the Tuition Reimbursement Program is subject to availability of funds in the City's annual operating budget and prior written approval of the Department Director and Director of Human Resources. Participation in the Tuition Reimbursement Program is a privilege of employment, not a right. Therefore, participation in the program is subject to approval and is not guaranteed for any employee. Only full-time employees are eligible for tuition reimbursement after successfully completion of their new hire introductory period. Employees who have been placed in a Performance Improvement Plan are not eligible for tuition reimbursement until successful completion of the Performance Improvement Plan.
   c. The Tuition Reimbursement Program is for college courses for Associates, Bachelors, or master's degree plans. The program is NOT for certifications.

II. Course Eligibility:
   a. The City of Celina may provide assistance when the courses or employees degree programs meet one or more of the following criteria:
      i. Relates to current job duties;
      ii. Provides new knowledge and skills to enhance job performance and/or support the City's mission;
      iii. Are required for a job-related degree program;
      iv. Enhances the City's ability to respond to current and future needs; or
      v. Supports the documented Employee Development Plan sections of the employees Performance Evaluation.
   b. Individual courses outside of the degree plan, which are directly related to the employees present of potential position with the City, may be considered for tuition reimbursement under this plan on a case-by-case basis, with the final determination on written approval made by the Director of Human Resources.

III. Guidelines:
   a. The City of Celina will reimburse the employee for 100% of state tuition. Tuition reimbursement will only be granted for courses taken at or through an accredited university and which is part of an approved degree plan. For courses taken at a private school or an out of state University, the employee pays the difference in the tuition rates between the average rates for the state schools within the region, as determined by the Director of Human Resources.
   b. Other fees and education expenses to which the tuition reimbursement does not apply includes, but are not limited to:
      i. Books;
      ii. Courses in which no credit is assigned;

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iii. Courses repeated for purpose of raising grade level;
iv. Testing fees;
v. Extended payment fees;
vi. Parking fees;
vii. Returned check fees;
viii. Registration fees;
ix. Administration fees; and,
x. All other fees.

c. If a course is subsidized by another source (i.e., veteran's educational payments, scholarships, and grants), tuition reimbursement is limited to those costs not covered by other source(s).
d. Employees enrolled in GED courses are eligible for reimbursement for one hundred percent (100%) of the GED review course and one hundred percent (100%) of the GED exam fee. GED review course and exam fee will only be paid once per employee.
e. Those employees who cease employment with the City prior to completion of the course are ineligible for tuition reimbursement benefit.
f. If the employee does not maintain employment with the City for two years after reimbursement for the course(s), the employee will be required to repay, at the time of termination of employment, the tuition and fees that were reimbursed by the City according to the scale below. Human Resources will be responsible for tracking if any tuition reimbursement money is due upon termination of employment. Reimbursement amounts may be deducted from an employee's final paycheck with the City.

Length of Time from Payment at Separation	Employee Obligation
Termination after 0 months and before 1 yearof course completion	Pay 100%
Termination after 1 year and before 2 years of course completion	Pay 50 %
Termination after 2 years of course completion	Pay 0 %

g. The time expended by the employee involved in a course approved under this plan shall not be considered as an "on-duty" time. Expenses related to travel, meals or lodging costs of the employee and are not considered for reimbursement under this plan.
h. This plan is not related to courses, seminars, conferences, and similar sessions that are required, offered, or paid by the City.

IV. Procedures:

a. A request for Budget approval:
i. Employees must submit a written estimate of their tuition reimbursement expenses to Human Resources, through their Director, prior to the fiscal year in which they will attend the course(s). If an employee submits for tuition reimbursement for courses that were not submitted with the deadline, reimbursement may or may not be granted depending on the availability of funds

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in the City's annual operating budget and approval by the Department Director and Human Resources.

b. Request for Course Approval:
    i. Tuition reimbursement approval form must be completed and approved prior to registration for courses and implementation of work schedule changes.
    ii. The Department Director will recommend approval or disapproval for the tuition grant. If the Department Director approves course(s) for possible reimbursement, the employee must indicate the reason the course is directly related to the duties of the employee's position. Furthermore, if the Director recommends disapproval for the tuition reimbursement, the reason for such disapproval should also be indicated. The Department Director will then forward the form with their decision to the Human Resources Department and the City Manager for final review.
    iii. The employee will pay the initial tuition and related costs in advance and will be granted reimbursement only after the grade has been received. A grade level of "C" or better for an undergraduate course is required for reimbursement. A grade point average of "B" or better for graduate course is required for reimbursement. Courses graded by "pass/fail" will be reimbursed only if the course uses the "pass/fail" as a mandatory grading requirement and a "pass" grade is received. Such reimbursement is based on the employee's official school grade report or transcript.
c. After completion of the course, the Tuition Reimbursement Request Form, along with the itemized tuition and fee receipt and grade report must be submitted with 45 calendar days of completion of the course for approval by Human Resources. Failure to submit the appropriate documents within the time limit indicated may result in denial or delay of the tuition reimbursement for the courses.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 5 – Leaves

5.00 Sick Leave

I. Purpose:
   a. The purpose of this policy is to establish uniform guidelines for accrual, use and pay out of sick leave. Sick leave is paid time away from work to provide income protection for an employee who:
      i. is unable to perform their job due to an illness or injury;
      ii. must miss work to care for an immediate family member who is ill or injured; or
      iii. needs time away from work for visits to a professional health care provider, for themself or for a family member, which cannot be reasonably scheduled outside of normal work hours.

II. Eligibility:
   a. Only regular full-time employees are immediately eligible to accrue sick leave.
   b. Part-time, seasonal, and temporary employees are ineligible to accrue or use sick leave.

III. Accrual:
   a. Timing: Sick leave accrues at the rate of one day per continuous month of service for full-time employees for a total of twelve (12) days per year.
      i. Employees who begin employment before the 16th of the month or who leave employment after the 15th of any month shall earn sick leave credit for the month.
      ii. Employees who begin employment on or after the 16th or who separates on or before the 15th shall not earn sick leave credit for that month.
   b. Rate: Sick leave accrual is as listed in the table below. The rate of the accrual varies according to the employees' classifications as follows:

Regular Full-time Employees	96 hours per year
Fire Shift Personnel 24/48 cycle	144 hours per year
Police Shift Personnel	96 hours per year

   c. Termination/Transfer: Accrual of sick leave is unlimited until the employee is terminated or is transferred to a position which is ineligible for paid sick leave, at which point the accrual ceases and the employees sickly balance is paid out according to the schedule maximums below.
   d. Part-Time to Full-Time: An employee transferring from a regular part-time position to a regular full-time position or vice versa shall retain the balance of sick leave already accrued but shall begin to accrue sick leave at the rate applicable for the new position.
   e. Fire Personnel: Certified fire personnel shall accrue sick leave according to the rate applicable to their regular shift assignment as dictated by the schedule above; the accrual rate changes on the effective date of a new shift assignment.

IV. Usage:
   a. To be authorized for leave under this policy, an employee must notify the appropriate supervisor according to procedures established by his or her department. Each department will establish and communicate procedures for scheduling or reporting the use of sick leave for both foreseeable (i.e., such as a doctor's appointment) and unplanned

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absences (i.e., unexpected illness or injury). Employees will be required to provide documentation and receive supervisor approval prior to any changes being made.

b. Failure to comply: An employee who fails to comply with departmental procedures for the notification and scheduling of sick leave may be denied paid sick leave and subject to disciplinary action, up to and including termination of employment. An employee on sick leave found to be engaged in activities in direct conflict with the purpose of this policy, including outside employment or self-employment, may be denied compensation for the leave and subject to disciplinary action up to and including termination of employment.
c. Time Keeping: Use of sick leave will not be considered time worked for purpose of calculating overtime pay or compensatory time accrual.
d. More than (3) Three Days: In the event that an employee will be or has been absent for (3) three consecutive workdays or more (or (1) one shift for firefighters) for reasons covered under this policy, they will contact the Human Resources Department as soon as possible to determine whether the absence should be designated as a leave under the Family Medical Leave Act (FMLA).
    i. Supervisors are also responsible for notifying the Human Resources Department of any leave of absence exceeding 3 consecutive workdays that might otherwise qualify for FMLA leave.
    ii. An employee who will be absent for more than three consecutive workdays shall notify the designated supervisor of his or her expected return to work date as soon as it is reasonably possible and prior to the return date.
e. Illness on Vacation: An employee who becomes ill or who is injured while on vacation may request that vacation leave be ended and the illness or injury time be converted to sick leave, if available.
f. Abuse of Sick Leave: While sick leave is intended to be a form of income protection, it does not provide job protection, except when used in conjunction with FMLA leave.
g. An employee who is habitually absent from work for any reason, other than for an authorized leave of absence under the FMLA, ADA or workers compensation, may be subject to disciplinary action and/or loss of employment.
h. Human Resources shall determine what constitutes excessive absenteeism on a case-by-case basis, considering the reasons for the absences and the degree to which they disrupt departmental operations. What constitutes excessive absenteeism for an employee in one job classification may be different than for an employee in another job classification.
i. Excessive use, misuse or abuse may be evidence as follows but is not limited to these examples:
    i. misrepresenting the need for the use of sick leave;
    ii. falsifying or altering health care provider notices, reports releases or other such physician documentation;
    iii. evidence of a pattern of sick leave usage such as frequently using sick leave before/following weekends, etc.;
    iv. using leave on days that evidence a pattern;
    v. taking excessive leave (such as an entire day for an appointment);
    vi. using sick leave as it is accrued, thereby no accumulation;
    vii. performing secondary work while on sick leave.
j. Last Day of Employment: Terminating employees shall not use sick leave in the last two weeks of employment unless providing a doctor certification of the need for leave and/or unless the employee is using sick leave for approved FMLA leave or as a provision of ADA.

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k. Family Member: Under this policy, an immediate family member is the employees' father, mother, sibling, spouse, child/stepchild, or in law. In the event of a life-threatening illness or injury of an employee's family member who does not meet the definition of "immediate family" the Department Director may allow the employee limited use of sick leave as they deem reasonable under the circumstances.

V. Leave Substitutions:

a. FMLA: Time away on sick leave due to an event that qualifies for leave under the Family Medical Leave Act (FMLA) will be deducted from both the employees sick balance and their balance of available FMLA leave. The employee may also be required to use other paid leave or unpaid leave if the employee does not have enough sick leave to cover the FMLA absence.

b. Non-FMLA: An employee lacking enough accrued sick leave to cover an absence under this policy, which is not subject to FMLA, may request a substitute other paid leave or to be placed on leave without pay status the substitution of other paid leave is not automatic.

i. Any leave substitution must be approved by the Department Director or designee, who will consider whether to-

1. Approve the use of other paid leave.
2. Authorize a leave without pay; or take other administrative action to mitigate the negative impact of the employee's absence(s).

ii. Approved paid leave substitutions shall be subject to the following order:

1. Vacation leave;
2. Holiday leave;
3. Compensatory time.

c. FLSA: The provisions of this policy apply to employees whether classified as exempt or non-exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act (FLSA), in accordance with the rule found at 29 CFR Part 541.710 and pursuant to the City of Celina's general policy of public accountability. All employees shall account for any absences subject to the application of this policy according to the manner described herein.

i. Exempt employees should substitute paid leave or leave without pay for any absence which causes hours worked to be less than eighty (80) in a pay period.

ii. Non-exempt employees must substitute paid leave or leave without pay for any absence which causes hours worked to be less than normally scheduled for any designated work period, which is generally forty (40) hours in a seven-day work period.

VI. Documentation

a. A Return-to-Work Release: An employee returning from sick leave absence for their own illness injury in excess of (3) three consecutive workdays will be required to submit a return-to-work release from the employee's doctor indicating the employee has recovered enough from their recent illness/injury to perform the essential functions of their position with or without accommodation. The employee may also be required to take a physical ability test if such a test is normally required for placement in the job. Both the return-to-work release and a passing score on the physical ability test (if required) must be submitted to the Human Resources Department before the employee may

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resume regular work duties.

b. Proof of Illness/Injury: A Department Director may, at their discretion, require satisfactory proof of illness/injury if they suspect fraud or misuse of leave for absence is not authorized under the FMLA, ADA or workers compensation leave. Departmental request for medical documentation to support the use of sick leave shall be processed by the Human Resources Department. Employees are encouraged to request and retain evidence of health care office visits/treatment related to sick leave absence in the event that absenteeism or apparent misuse of sick leave becomes a matter for investigation and/or disciplinary action.

c. For FMLA, ADA or workers compensation: For absences authorized under FMLA, ADA or workers compensation, the human resources department will request documentation to support the need for absences and/or the return to work. All such requests will be made in accordance with applicable laws and regulations.

VII. Payout for Unused Sick Leave:

a. Employees who have completed at least five (5) completed years of full-time employment with the City are entitled to a pay out of accrued sick leave upon termination (for eligible terminations refer to 2.08) or upon transfer to a job classification that is ineligible for sick leave accrual up to the maximum of two-hundred-and-forty (240) hours for general employees and three-hundred-and-sixty (360) hours for firefighters. Payout shall be made:

   i. In the employee's final paycheck or in the last paycheck reflecting the employee status as an employee eligible to accrue sick leave; and

   ii. On the basis of the employee's hourly rate a base pay which was in force immediately preceding the termination shall include any leave accrued for that pay period.

b. Payout Limits: Payout of sick leave accrual to employees with eligible termination from a full-time position shall be limited according to the following schedule:

Years of Full-time service	Payment Eligibility (percent of unused sick leave)
Under 5	0%
5	50% of maximum cap
6	60% of maximum cap
7	70% of maximum cap
8	80% of maximum cap
9	90% of maximum cap
10	100% of maximum cap

VIII. The City reserves the right to modify, alter, delete, suspend, or discontinue all or any part of this policy at any time, with or without prior notice to employees; nothing in this policy constitutes a contract, implied or express.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 5 – Leaves

5.01 Vacation Leave

I. Purpose:
   a. The purpose of this policy is to establish uniform rules and procedures to govern the accrual, use and payout of vacation leave. Vacation leave is paid time away from work to pursue activities that promote the well-being of the individual.
   b. An employee desiring to use vacation leave must notify the appropriate supervisor in accordance with the procedures adopted by his or her department.

II. Eligibility:
   a. All regular full-time employees are immediately eligible to use accrued vacation leave, at the time of hire as outlined herein; part-time employees and seasonal and temporary employees are not eligible to accrue or use vacation leave.

III. Accrual:
   a. Vacation leave is accrued at the close of each pay period (26 per calendar year) and it's not available until the following pay period.
   b. Vacation accrual for regular full-time employees is based on an eight (8) hour day. regular full-time employees shall accrue vacation leave to a maximum balance of two-hundred-and-forty (240) hours for general employees and three-hundred-and-sixty (360) hours for firefighters at the rate of:
      i. All General Employees
         1. 80 hours per year up to the completion of 5 years of service
         2. 120 hours per year up to the completion of 10 years of service
         3. 160 hours per year from 11 years of service forward
      ii. Police
         1. 80 hours per year of the completion of 5 years of service
         2. 120 hours per year up to the completion of 10 years of service
         3. 160 hours per year from 11 years of service forward
      iii. Fire Employees (shift personnel)
         1. 120 hours per year up to completion of 5 years of service
         2. 180 hours per year up to completion of 10 years of service
         3. 240 hours per year from 11 years of service forward
      iv. Directors and other key positions will accrue vacation at the following rate
         1. 120 hours per year up to completion of 10 years of service
         2. 160 hours per year from 11 years of service forward
   c. Accrual of vacation leave continues up to the maximum accrual limit or until the employee terminates employment (for eligible termination categories refer to 2.08) with the City.
      i. In the case of resignation, the employee is paid for accrued vacation leave at their current rate of pay.
      ii. At the end of each calendar year, employees with vacation balances above the maximum allowed by policy will have their vacation leave balances administratively reduced to the maximum allowed.
   d. An employee transferring from a regular full-time position to regular part-time position shall be paid out the balance of vacation leave accrued.
   e. In the case of the regular job assignment of a twenty-four (24) hour shift Fire Protection personnel moving to an eight (8) hour day schedule, their vacation will be divided by 1.5

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(the same ratio as the accrual rate). In the case of the regular job assignment of an eight (8) hour day Fire Protection personnel moving to 24-hour shift, their vacation balance will be multiplied by 1.5 (the same ratio as the accrual rate). Such adjustment in vacation balances will not be made as a result of a temporary work reassignment of Fire Protection personnel to light duty and modified duty roles due to medical or administrative restrictions.

IV. Use:

a. All use of vacation leave is subject to the approval of the employee's Department Director or designee, who may approve or disapprove vacation leave requests according to the provisions of this policy and subject to the needs of his or her department.

b. Vacation leave may be used to compensate an employee for time away from work due to reasons for which accrued sick leave would normally be used but has been exhausted.

   i. Vacation leave may not be substituted for sick leave until all other accrued leave and or compensatory time has been exhausted; however, there is no requirement that compensatory time be exhausted prior to using vacation leave for event that qualifies for leave under the Family Medical Leave Act (FMLA) or City leave of absence.

   ii. Such use is subject to approval of the Department Director or designee based on past utilization and sick leave balances as they relate to the tenure with the City.

c. Terminating employees are not allowed to use vacation as their final day of employment unless the employee is using vacation for approved FMLA leave or as a reasonable accommodation under ADA or it is approved by their Department Director.

V. Accounting:

a. Vacation will be considered time worked for purposes of calculating overtime pay or compensatory accrual.

b. In the event that an employee has exhausted all other leaves available, time away from work for an event that qualifies for leave under the Family Medical Leave Act (FMLA) or ADA will automatically be paid from the employee's vacation balance, as well as be deducted from the employee's available balance of FMLA leave or ADA.

c. Employees on sick, FMLA or leave under the ADA leave will be required to use vacation accruals per section 5.07 Medical Leave Policy if sick leave has been exhausted.

d. The provisions of this policy apply to employees whether classified as exempt or non-exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act (FLSA), in accordance with the rule found at 29 CFR Part 541.710 effective August 23, 2004, and pursuant to the City of Celina's general policy of public accountability; all employees shall account for absences subject to the application of this policy according to the manner described herein.

e. As a new hire, in the event that employee has been given special permission to use vacation hours up to forty (40) hours before enough hours has been earned, the unearned hours used will be reflected as a negative balance. Written approval is required with Human Resources acknowledging any negative hours will be deducted from the employee's final check when they terminate.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 5 – Leaves

VI. Payout:

a. Employees who have completed their probationary period with the City are entitled to a payout of accrued vacation leave upon termination of employment. Payout shall be made:

i. In the employee's final paycheck or in the last paycheck for which the employee is eligible to accrue vacation leave; and

ii. Based on the employee's hourly rate of base pay immediately preceding the termination or transfer and shall include any leave accrued for that pay.

b. Payout of vacation leave accrual to employees vacating full or part-time positions shall be limited to a maximum of two-hundred and forty (240) hours; payout of vacation leave accrual to Fire Protection personnel, vacating positions designated to work twenty-four (24) hour shifts, shall be limited to a maximum of three-hundred-and-sixty (360) hours.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 5 – Leaves

5.02 Holiday

I. Purpose:
   a. The purpose of this policy is to identify the rules and procedures regarding employee compensation for official holidays of the City. All regular full-time employees are immediately eligible for paid time off for an official City holiday. Time off for holidays will be paid at the eligible employees' regular hourly rate of pay and will be considered time worked for purposes of calculating overtime pay or compensatory time accrual.

II. Eligibility for Benefit:
   a. All regular full-time and part-time employees are eligible for the following holidays.
   b. Part-time seasonal, fixed term (contract) and temporary employees are not eligible for paid time off for holiday but will be paid for anytime actually worked on the holiday.

III. Official Holidays:
   a. The following holidays are official City holidays for eligible employees. Human Resources will post a list of dates for recognized holidays before the beginning of each calendar year.

New Year's Day	Thanksgiving Day
Martin Luther King junior day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
4th of July	*Floating Holiday
Labor Day	**Birthday

   b. * Floating holiday is a paid day off that each employee can decide when to take. It's called a floating holiday because every year it "floats" or moves to the date when the employee takes it. A floating holiday requires supervisor approval. **Birthday Day off. While an employee's birthday is not a "Holiday", it is counted as such for the holiday bank. Employees shall take the day of their birthday off unless the following applies: if the birthday is on a Saturday, take Friday and if it is on a Sunday, take Monday. If employee must work on actual birthday, take another day off during the week of the birthday. The day off should not carry over to another pay period.

IV. Holiday Bank:
   a. Defined Holiday Hours:
      i. Holidays: The City recognizes 12 holidays per year. All personnel who are regularly scheduled to work 2,080 hours per year will receive 96 hours of holiday pay per year. For all personnel who regularly are scheduled to work an equivalent of 3,033 hours per year, will receive 144 hours of holiday per year. Holidays are considered time worked. Due to the requirements of providing 24/7 public services, not all employees are permitted to take time off on the official or the observed day of the holiday. Total bank hours are dependent on the City Manager's approval.
   b. Administrative and General Personnel:
      i. Annual Holiday Bank: Beginning on January 1 of each year, each employee will receive all City observed holiday hours in their Holiday Bank. This bank will be

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administered by payroll and will not be used at the employee's discretion except for floating holiday and birthday holiday, per supervisory approval. This bank will be used for official City observed holidays only. At the end of the calendar year, unused holiday bank hours will not carry forward. Unused accrued Holiday Bank hours will not be eligible for payout upon separation. Employees that start after January 1 of a given year will receive a prorated number of hours in their Holiday Bank based on the number of remaining holidays for that year.

ii. Exempt employees required to work a holiday: The employees will be paid their regular salary and earn the equivalent of hours worked on the holiday at a maximum of eight hours to be added to their Vacation Leave bank per observance.

iii. Non-exempt; Non-Public Safety Shift Full-time Employees required to work a Holiday: The employee will be paid for the actual time worked. In addition, the employee will be paid 8 hours for the holiday at their regular rate of pay from their holiday bank.

iv. Part-time and Other Employees Holiday Pay: Regular part-time employees (RPT), who are required to work a holiday, will be paid 4 hours for the holiday in addition to the hours worked. Seasonal, temporary and intern employees are not eligible for holiday pay.

v. Scheduling of Holiday: Holidays occurring on Saturday will be normally observed on the prior Friday and holidays occurring on Sunday normally will be observed on the following Monday except as approved by the City Manager.

vi. Ineligibility for Holiday Pay: Employees on an unpaid leave status on the scheduled workday immediately preceding or following a scheduled holiday will not be paid for the holiday.

vii. Other Religious Holidays: Employees may request an approved absence to celebrate a religious holiday that is not a scheduled City holiday. If approved, the employee may be given time off without pay or may be authorized to use accrued vacation leave or may use their floating holiday.

c. Police and Fire Personnel Who do not Follow Designated Holidays:

i. Holiday Bank Fronting. Beginning on January 1 of each year, each employee will receive all City observed holiday hours in their Holiday Bank including their floating Holiday and birthday. The employee will not be required to observe the holiday on the date set by the City Manager. At the end of each calendar year, unused holiday bank hours will not carry forward to the next calendar year. Unused accrued holiday bank hours will not be eligible for payout upon separation. Employees that start after January 1 of a given year will receive a prorated number of hours in their holiday bank based on the number of remaining holidays for that year.

V. Use/Payout:

a. Termination of Employment: Terminating employees are not allowed to use a holiday as their final day of employment.

b. Termination of Employment: Firefighters and Police shift workers (regularly scheduled on weekends) that have used holiday time that has not been observed will be withheld from their final paycheck.

c. Absence Before or After a Designated Holiday: To receive holiday pay, an otherwise eligible non-exempt employee must be at work or on an authorized leave of absence on

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the scheduled workdays immediately preceding and immediately following the day on which the holiday is observed. If an employee is absent on one or both of these days because of an illness or injury, the City reserves the right to verify the reason for the absence before approving holiday pay.

d. Leave of Absence: An employee on an approved leave status, including workers compensation leave, will be paid holiday pay in lieu of any leave status pay they would ordinarily receive at the time of the holiday. Receipt of holiday pay while on paid leave of absence qualified under the Family Medical Leave Act (FMLA) does not extend an employee's FMLA leave entitlement.
e. Religious or Other National Holidays: Employees may request to take other religious and national holidays, but any such request is subject to the approval of the supervisor. If approved, the employee must use appropriate leave balances (i.e., holiday accruals, vacation leave, etc.). Sick leave is not authorized for use for religious or other national holidays.
f. Leave Substitutions: Holiday hours accrued may not be submitted for sick leave until all accrued sick leave has been exhausted.
g. Pre-approval from the Director: In the event a non-shift employee is required to work a holiday, Director written approval is required. Scheduling an employee to work on a holiday is reserved for only unavoidable events.
h. ~~The City of Celina reserves the right to change, modify, amend, revoke, or rescind all or part of this policy in the future.~~

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CITY OF CELINA PERSONNEL POLICIES

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5.03 Bereavement

I. Purpose:
   a. The purpose of this policy is to identify the rules and procedures regarding the use of bereavement leave. Bereavement leave is intended for the purpose of allowing an employee time to attend the immediate needs of the situation.

II. Eligibility:
   a. All full and part-time employees are eligible for paid bereavement leave from the first day of employment. Arrangement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available vacation time for additional time off as necessary.

III. Maximum Bereavement Leave:
   a. While there is no accrual of bereavement leave, each regular employee will be eligible for up to three (3) working days of hours of leave per occurrence. Firefighters assigned to a 24-hour shift will be eligible for a maximum of 36 hours per occurrence.
   b. Employees will receive pay for each hour of bereavement leave used within the maximum set above. Paid leave does not include any special forms of compensation, such as incentives, commissions, bonuses, overtime, or shift differentials.

IV. Appropriate Use of Bereavement Leave:
   a. Bereavement leave may be used by an employee in the case of the death of:

Consanguinity (Blood Relationships) and Adoptive Relationships	
First Degree	**Second Degree**
Mother and/or Father	Grandparent
Daughter and/or Son	Grandchild
Brother and/or Sister	Uncle and/or Aunt
Legal Guardian	1st Cousin
Legal Ward	Niece and/or Nephew

Affinity (Marriage Relationship)	
First Degree	**Second Degree**
Spouse	Brother and/or Sister – in – Law
Son and/or Daughter – in - Law	Spouse's Grandparent
Mother and/or Father -in – Law	Step-Grandparent
Stepparent	Stepsister and/or Stepbrother
Stepson and/or Stepdaughter	

V. Procedures:
   a. Notification: Employees who wish to take time off should notify their supervisor immediately.
   b. Documentation: A Department Director may require the employee provide documentation for a bereavement leave request.

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VI. Leave Substitution:

a. If additional days of leave are requested to take care of family needs a conjunction with a death in the family, then appropriately pursuant to vacation leave or sick leave policies is to be used prior to authorization of unpaid leave.

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CITY OF CELINA PERSONNEL POLICIES

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5.04 Sick Leave Pool

I. Purpose:
   a. The purpose of the Sick Leave Pool is to bridge employees with a possibility of obtaining additional paid sick leave days to assist them financially when they are unable to work for an extended period of time due to their own catastrophic illness or injury that caused the employee to exhaust all paid leave time benefits.
   b. The intention of the Sick Leave Pool is to bridge the gap between employees' accruals and Long-Term Disability. The maximum amount of sick time an employee can gain by being granted the sick pool is two-hundred-and-forty (240) hours.

II. Policy:
   a. This policy establishes guidelines for the organization and administration of the Sick Leave Pool (referred to as "Pool") for the employees of the City of Celina.

III. Definitions:
   a. For purposes of this policy, the following definitions apply:
      i. Catastrophic Illness/Injury:
         1. A severe condition that affects the mental or physical health of an employee to the extent that the employee is unable to perform their job;
         2. Is not caused by Workers Compensation injury;
         3. Is not caused by willful misconduct; is not purposely self-inflicted; and is not the result of a second job (whether for pay or self-employed);
         4. Poses a threat to life; requires inpatient or Hospice care or extensive outpatient treatment or care; and requires the services of a state licensed physician for an extended period of time; and
         5. Causes the employee to exhaust all their paid leave balances
         6. Examples of illnesses or injuries considered severe enough to be considered catastrophic include, but are not limited to:
            a. Stroke with residual paralysis or weakness
            b. Incapacitating heart attack
            c. Major surgery
            d. Cancer
         7. Examples of illnesses or injuries that are generally NOT categorized as catastrophic include but are not limited to:
            a. Flu
            b. Broken limb
            c. Cold/allergy
            d. COVID (however, complications that develop may be considered)

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e. Certain types of surgeries without serious complications (ex. Appendectomy; Tonsillectomy)
f. Pregnancy with only minor or no complications
g. Elective procedures (however, complications that develop may be considered)
h. Other conditions that are short term in nature

ii. Extended period of time is defined as 30 calendar days of absence for a single illness or injury.
iii. Licensed Physician as defined by the Texas insurance code and practices within the scope of their license.

IV. Contributions to the Sick Leave Pool:
a. Contributions to the Pool are strictly voluntary.
b. Contributions can be made from excess sick leave that would be lost due to maximum carryover limits and annually a contribution of up to 24 hours (in eight-hour increments) can be contributed by active employees who have a minimum sickly balance of 120 hours, during open enrollment.
c. Employees making contributions to the pool may not stipulate who is to receive their contributions.

V. Eligibility:
a. Full-time employees who have been employed with the City for one year and meet the criteria listed in this policy are eligible to apply for sick leave from the Pool.
b. Employee must have exhausted all paid leave (including sick leave, vacation, holiday, and compensatory time) due to their non-job-related catastrophic injury or illness.
c. The employee must provide a medical certification from a licensed physician, in a form acceptable to the City, that the illness or injury will require the employee to remain absent from work. The City has the right to request a second, and if necessary, a third medical opinion (paid for by the City).
d. Pool benefits are not available for absences due to an employee's family member; benefits are only available for the employee's own illness/injury.
e. The employee must not have been disciplined or written up during the last one year for abuse of sick time. Other factors considered by the City when granting or denying an application for Pool benefits include, but are not limited, to the nature of the serious health condition giving rise to the request; disciplinary and attendance history (including prior utilization of sick leave); the likelihood that the employee will be able to return to their regular duties within a reasonable period of time; and available leave in the Pool.
f. While using time from the Pool, employees may not work another job (including self-employment). An employee who performs outside work will lose all remaining Sick Pool time and will be subject to discipline action up to and including termination.

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VI. Request for Use of Sick Pool Time:

a. Requests must be submitted on the proper form and given to the Human Resources Director along with medical certification signed by a licensed physician.
b. The physician statement must include the date that medical condition began, the probable duration, an estimate of time the employee will be unable to perform work of any kind, and any other information requested by the City. The physician statement must also indicate if the employee can work a reduced work schedule and list any restrictions. The City may also require the employee to submit a medical exam by doctor chosen by the City to determine eligibility for benefits under this policy. Cross reference the FMLA policy, Section 5.07.
c. The employee must sign required medical releases/authorizations required by the City for this purpose.
d. If an employee refuses to work an approved reduced work schedule, Sick Pool time will be denied.
e. Any unused balance of sick leave time granted to employee will be returned to the Sick Leave Pool.

VII. Approval Process:

a. An application for sick pool leave is contingent upon the available balance in the sick pool at the time of application. In no case will the employee be granted more than two hundred and forty (240) hours per calendar year.
b. Once the request is received from the employee, a decision will typically be made within five working days and communicated to the requesting employee. The City Manager or Assistant City Manager will grant final approval or denial.

VIII. Recordkeeping:

a. Payroll will maintain the Sick Leave Pool ledger. The ledger will reflect the balance of the sick leave pool along with the records of contributions and advances.
b. The original copies of request forms and medical certifications will be kept in the employee's medical file maintained in the Human Resources Department.

IX. Miscellaneous:

a. When Pool time is granted, it will run concurrently with FMLA time.
b. Abuse of this policy will result in loss of any remaining sick full-time and may also result in disciplinary action, up to and including termination.

X. Reinstatement

a. Employees returning from an absence covered by the sick leave pool will be reinstated to the position held before the absence or one of similar pay in status provided the City circumstances have not changed to the extent that it would be impossible or unreasonable to provide reinstatement.

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~~b. If the same job or one of similar pay in status is not available, reinstatement may, at the City's discretion, be deferred until a position is available. Usually, an employee who fails to return to work at the conclusion of an approved leave of absence will be considered to have voluntarily resigned his or her position with the City.~~

~~XI. Policy Revisions:~~

~~a.~~b. ~~No property rights or entitlements exist to Sick Leave Pool benefits. The City may change, modify, amend, revoke, or rescind all or part of this policy at any time.~~

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5.05 Inclement Weather

I. Regardless of weather or other conditions, the City never closes. However, under extreme circumstances the City Manager may authorize the temporary closure of certain facilities and issue separate guidelines based on the nature of the event. Because of the essential and direct impact on public safety and health, essential City services must continue regardless of the weather, man-made or technological emergencies, or disasters. Emergency Essential Personnel are required to report to work as scheduled or as needed regardless of official delayed opening, early closing, or closure of City facilities.

II. Employees unable to report to work due to poor road conditions or other weather-related difficulties or who believe they would be endangering their lives or property by driving to work have three options in the following order:
   a. Use accrued compensatory time
   b. Use accrued vacation leave
   c. Use accrued sick leave

III. Employees who do not have accrued leave will not be reimbursed for lost time.

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5.06 Jury Duty/Court Leave

I. Jury/Court Duty:
   a. Employees required by summons to report for jury duty (including grand jury duty), or who are impaneled as a juror or alternate juror, shall receive their regular pay during the time period directly related to jury duty (not to exceed forty (40) hours of jury duty per pay week). Fire department shift personnel may receive up to forty-eight (48) hours of jury pay per week.

II. Regular Pay:
   a. Employees requesting regular pay for work time spent on jury duty must present proof of attendance from the presiding court before pay can be issued. Upon release from jury duty, employees must contact their supervisor to determine if they should return to their assigned work location. Employees failing to return to work during their normal work hours are subject to disciplinary action.

III. Official City Business:
   a. Employees who are subpoenaed to appear in court or before any other judicial or administrative body for and on the behalf of official City business or on behalf of the county, state or federal government for services related to City duties, shall be compensated in accordance with procedures specified under the jury duty section of this chapter.
   b. Employees subpoenaed to appear as a witness on behalf of the City, county, state, or federal government for services related to City duties will be compensated for time spent in court in accordance with the procedure specified under the jury duty section of this chapter.
   c. Employees requesting regular pay shall provide a copy of the subpoena and, if available, proof of attendance by the court or respective administrative body.

IV. Personal/Private Business:
   a. Employees will not be paid for time off to conduct personal or private legal business. Vacation or compensatory time may be used if approved by the supervisor.

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CITY OF CELINA PERSONNEL POLICIES

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5.07 Medical Leave

I. Purpose:
   a. The purpose of this policy is to outline and establish general procedures and guidelines for compliance with the Family Medical Leave Act (FMLA).

II. General Family Medical Leave Definitions:
   a. Parent: for the purpose of this policy, “parent" is the biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. Does not include parents “in law”.
   b. Son or Daughter: For the purpose of FMLA leave taken for birth or adoption, or to care for a family member with a serious health condition, son or daughter is defined as a biological, adopted or foster child, a stepchild, a legal ward, or child of an employee who is standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of mental or physical disability at the time that FMLA leave is to commence.
   c. Spouse: A husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage.
   d. Serious Health Condition: All illness, injury, impairment, or a physical or mental condition that involves one of the following: inpatient care (overnight stay); incapacity requiring absence from work for more than three calendar days and that involves continuing treatment by a health care provider; continuing treatment by a health care provider for a chronic or long term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity for more than three calendar days; Or prenatal care by a health care provider.
   e. Health Care Provider: A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices, or other persons determined by the United States Secretary of Labor to be capable of providing health care services. Others capable of providing health care include podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse midwife, clinical social worker, physician assistant, or Christian scientist practitioners.
   f. Continuing Treatment: Two or more visits to a health care provider within 30 days of the commencement of the incapacity; or two or more treatments by health care practitioner on a referral form, or under the direction of, a health care provider within 30 days of the commencement of the incapacity; or a single visit to a health care provider within seven days of the commencement of the incapacity that results in a regimen of continuing treatment.

III. General Family Medical Leave Provisions:
   a. In accordance with the general provisions of FMLA, the City will provide eligible employees twelve (12) workweeks of unpaid leave for the following reasons:

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i. Birth of an employee's child, and to care for the newborn child (leave must be taken within a twelve (12) month period after birth);
ii. Adoption of a child by the employee, or official placement of a child with the employee for foster care (leave must be taken within a twelve (12) month period after placement);
iii. Care of the employee's son, daughter, spouse, or parent with a serious health condition; or
iv. A serious health condition that makes the employee unable to perform the functions of the employee's jobs.

b. In determining the amount of leave available to an employee for the reasons above, the City will consider any FMLA leave taken in the twelve months prior to the date the requested leave is to begin. This method is a "rolling twelve (12) month period".
c. Spouses who are employed by the City are limited to a combined total of twelve (12) weeks in the amount of family leave they may take for birth and care of a newborn child, placement of a child for adoption or foster care or to care for a parent who has a serious health condition.
d. Leave for birth and care of a newborn or placement for adoption or foster care, must conclude within twelve (12) weeks of the birth or placement and cannot be taken intermittently unless medically necessary or agreed upon by the employee's Department Director.

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5.08 Break Time for Nursing Mothers

I. Lactating mothers may use time during the standard workday for milk expression. This may include various combinations of standard paid break periods, lunch periods and other time as necessary. Lactating mothers must be afforded flexibility in their work schedules, such that the use of accrued leave or leave without pay is not required to cover time used for milk expression. While in general, this may require two to three lactation breaks a day, scheduling will be arranged on a case-by-case basis and be based on the specific needs of the employee. Departments will provide a private location, shielded from view and free from any intrusions from others, to express breast milk. A bathroom, even private, does not qualify as a location. While a private space does not have to be established strictly for the use of breastfeeding employees, it does however, have to be available anytime the employee needs to express milk. Affected employees are required to inform their supervisor when they need an accommodation for milk expression.

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5.09 Military Leave

I. Purpose:
   a. To provide eligible employees with military leave benefits pursuant to state and federal law.

II. Definitions:
   a. Military leave: Leave to be used solely for the purpose of fulfilling short-term annual military training obligations.
   b. Extended military leave: Leave which goes into an extended active-duty status of any branch of the United States armed forces.

III. Military Leave:
   a. Employees will receive military pay at their normal space rate for up to 15 workdays in a calendar year. Military leave beyond 15 days may be paid, at the employees' discretion, using accrued compensatory, personal day or vacation time (accrued sick leave may not be substituted). The employee may also choose to take the remaining leave as unpaid.

IV. Extended Military Leave:
   a. Employees on extended military leave may be paid, at the employees' discretion, using any remaining 15 days of military pay, accrued compensatory, personal day or vacation time (accrued sick leave may not be substituted). The employee may also choose to take the remaining leave as unpaid. Employees may request to receive payment for any accrued, unused vacation, holiday, or compensatory time at the start of unpaid extended military leave. The City will pay the employees and City's portions of medical and dental benefits for sixty (60) days unless the employee elects military medical and dental coverage.

V. Supplemental Pay:
   a. Any regular full-time employees who have been called to active duty (extended military leave) will receive supplemental pay if their military salary is less than their City salary. The amount of supplemental pay is the difference between the City salary and the military salary. Supplemental pay is available until an employee is no longer called to actively serve in the military, their monthly military salary exceeds their regular City salary, or for up to five years whichever occurs first. The employee is responsible for notifying Human Resources if their military salary changes while on active duty.

VI. Benefits:
   a. The City shall provide at no cost to the employee all medical and dental benefits for the regular full-time employee and their dependents during such period of 60 days (extended military leave) unless the employee elects military medical and dental

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benefits period longevity pay, life insurance and other benefits will not be provided during such leave.

b. Upon an employee's return to employment following extended military leave, the employee will be given the opportunity to enroll or make any changes to desired benefits (i.e., medical, dental, vision, etc.).
c. While on paid military leave, excluding the supplemental pay benefit, employees continue to accrue vacation, sick leave and other benefits provided to other employees' unpaid leave. While on unpaid extended military leave, benefit accruals will be suspended and will resume upon the employees return to active employment.

VII. Returning From Leave:

a. An employee who leaves City employment to enter active military service shall be restored to employment in the same position held upon entrance to active military service, or in a position of comparable status and pay, if the employee:
    i. Is physically and mentally qualified to perform the essential duties of the position;
    ii. Was discharged, separated, or released from active military service under honorable or general conditions;
    iii. Has not been in active military service for more than five years; and
    iv. Makes written application for reappointment and presents evidence of the discharge, released, or separation from the military service within the time constraints prescribed by USERRA.
b. The deadline for an employee to return to work and/or notify the City that they intend to return to work following extended military leave depends on how long the employee's military service lasted:
    i. For service of less than thirty-one (31) days, employees have eight (8) hours following their release from service to report to their next scheduled work period.
    ii. For service between thirty-one (31) and one-hundred-and-eighty (180) days, employees have fourteen (14) days following their release from service to apply for re-employment.
    iii. For service of more than one-hundred-and-eighty (180) days, employees have ninety (90) days following their release from service to apply for re-employment.
c. These deadlines may be extended for two years or more when an employee suffers service-related injuries that prevent the employee from applying for re-employment or when circumstances beyond the employees control make reporting within the time limits unreasonable, according to the provisions of USERRA.

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5.10 Community Connected

I. Employees can utilize up to twelve (12) hours per calendar year towards a 501C3 charitable organization, in accordance with the City of Celina's community service guidelines. More than one organization may be chosen. This contributed time, up to twelve (12) hours per calendar year, will be considered paid time off but will not be considered time worked for the purposes of calculating overtime. The pay rate will be the employee's current base salary on the days the time is taken period time may be submitted in, at minimum, four (4) hour increments. Volunteering through established nonprofit organizations, or for nonprofit causes, which benefit the community and residents of the City of Celina.

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Chapter 6 – Compensation

6.00 Payroll

I. Purpose:
   a. To establish a wage and hour administration policy in compliance with the Fair Labor Standards Act, as amended.

II. Definitions:
   a. Exempt Employees: An exempt employee is one who is not covered by the overtime provisions under the Fair Labor Standards act (FLSA).
   b. Non-Exempt Employees: Non-exempt employees are one who is covered by the overtime provisions under the FLSA and will be paid overtime or receive compensatory time, per departmental policy, for hours worked in excess of 40 hours per work week except as otherwise stated by policy, statute, or regulation.
   c. Workweek Period: The workweek normally begins at 12:01 AM on Monday and ends at midnight on the following Sunday.
   d. Work Period (Fire and Police Department shift employees): The work period for which the City calculates overtime hours for Fire department shift personnel will be not less than seven and not more than twenty-eight (28) consecutive days. Eligible employees will receive overtime pay for any hours worked in excess of two-hundred-twelve (212) hours in a twenty-eight (28) day. The Police Department, in certain cases, has a differing work period dependent upon the hours worked by officers.
   e. Hours Worked: The time that the City requires or permits non-exempt employees to be on duty is considered hours worked. Vacation and holiday leave is considered hour(s) worked. All other paid leave, including sick, compensatory time, administration, military, jury duty, bereavement, and community connected leave will not be considered hours worked for the purpose of performing overtime calculations.
   f. Pay Period: Individual paychecks are issued biweekly for each pay period.

III. Direct Deposit:
   a. It is the policy of the City of Celina that all employees participate in payroll direct deposit. It's the employee's responsibility to provide accurate banking information to payroll (routing number, account number). Employees must submit a voided check or a letter from their banking institution along with the proper direct deposit change form when enrolling or changing direct deposit information.
   b. Once the direct deposit form is received in payroll, it may take up to two payroll cycles for the actual direct deposit to take effect. During that time, the employee will receive a payroll check.
   c. Employees are advised to contact payroll when contemplating closing their bank account(s), to ensure that direct deposit payments are not in transit and to minimize the possibility of delayed payments.

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d. Payments credited to bank accounts incorrectly via direct deposit will be reversed by the City of Celina as soon as the error is noted. A corrected entry will be processed as quickly as possible once the City has received the funds credited back from the incorrect banking account and credited via direct deposit as available. If correction by direct deposit is not feasible, a check for the correct amount will be issued by the City of Celina. In the event that an employee has withdrawn funds which were erroneously credited to their account and City of Celina is unable to execute a reversal of erroneous entry, payroll will arrange repayment with the employee.
e. The employee's paycheck is payment from the City to employee for services the employee has rendered, less any applicable deductions. If the employee does not report paycheck errors promptly, the City will rectify any errors upon notification as required by law. If the employee does not understand how to figure their pay or how to read their check, the employee should seek help from payroll, so it can be properly explained to the employee.

IV. FLSA Responsibilities:

a. The City of Celina is responsible for ensuring compliance with the Fair Labor Standards Act in the classification of positions, policy development, training, payroll, and child labor standards. The Human Resources Department is responsible for overall administration and interpretation of that act.
b. Department Directors are responsible for ensuring compliance with the policies and procedures outlined in this policy book. Department Directors will be responsible for requesting exemption status changes and reporting any changes, which may affect that status.
c. Each Director is responsible for exercising adequate supervision to ensure that employees comply with established work schedules and that unscheduled work is performed only in bona fide emergencies. The mere establishment or communication of work schedules does not relieve directors, managers, or supervisors of their responsibility for controlling work time. Directors/Managers are responsible for controlling starting and stopping times whether within or outside the usual work schedule. Directors/Managers and supervisors are responsible for the recording of hours worked as they actually occur.
d. It shall be the duty of employees to comply with departmental work schedules and avoid performing work that is unscheduled or non-directed outside of assigned work schedules or assignments for bona fide emergency situations.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 6 – Compensation

6.01 Overtime and Compensatory Time

I. Purpose:
   a. Human Resources will determine, according to the Fair Labor Standards Act, whether a person is exempt or non-exempt.

II. Overtime:
   a. Overtime, when ordered for the maintenance of essential City functions, shall be allocated as uniformly as possible among all eligible employees, and will be paid in accordance with applicable law. Department Directors are responsible for exercising adequate supervision to ensure the employees are complying with established work schedules.

III. Eligibility:
   a. Overtime pay or compensatory time will be given to non-exempt employees for hours worked in excess of the regular scheduled work week or applicable work period.

IV. Non-Exempt Positions:
   a. Eligibility: Department Directors have the authority to approve, with the employee's request, whether the department's non-exempt employees can work overtime, compensatory time, or a combination of both, for overtime worked. The Department Director is the final authority for compensation method utilization and will take into account the department overtime budget and operational demands.
   b. Rate: Overtime pay for non-exempt employees shall be paid at 1 1/2 times the employees' regular rate of pay period overtime calculations for premium pay such as certification pay will be at 1/2 times the employees' regular rate of pay. Compensatory time-shall be credited at the rate of 1 1/2 hours credited per one hour worked. Official compensatory time shall reflect the product of actual hours worked, multiplied by 1.5.
   c. Accumulation: Non-exempt employees shall not accumulate more than 80 hours of compensatory time. A lower maximum may be set by department policy, based on operational demands. Department Directors can work with the City Manager for approval of more than eighty (80) hours of compensatory time. The Department Director will advise the Director of Human Resources and the Director of Finance of anytime approved by the City Manager of over the eighty (80) hours.
   d. Use of Compensatory Time: Employees may take compensatory time off within a reasonable period following their request. Compensatory time off must not unduly disrupt a departmental operation and must have prior supervisory approval. In order to reduce the financial impact of compensatory time accruals, department heads may require the use of compensatory time.
   e. Payment Upon Termination: Non-exempt employees shall be paid for accumulated, unused compensatory time upon termination, regardless of the reason for termination.

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f. Recordkeeping: Department Directors/managers and their employees are responsible for current, accurate compensatory time records for their non-exempt employees.
g. Unauthorized Overtime: Authorized overtime shall require the approval of the supervisor or, in some cases, the City Manager. Employees who work unauthorized hours may be subject to disciplinary action, up to and including termination.

V. Exempt Employees:
a. Exempt employees are not eligible to accrue overtime or receive compensatory pay.
b. Exempt employees may be required to report to their shift for the entire work period. Unauthorized absences during a shift shall be addressed as a performance issue and may be subject to deductions from appropriate leave banks or be deducted from salary.
c. Exempt employees shall use sick, and vacation leave for partial and full day absences and record on the City of Celina time keeping system.
d. Due to the obligation for exempt employees to attend after hour meetings and work on projects outside of regular work hours, an exempt employee's immediate supervisor has the discretion to flex time periodically so an exempt employee may have time off keeping in mind our fiduciary duty to those we serve. This will be exception and not the rule of operations.
e. Use of any leave must be done with prior approval of the employee's immediate supervisor.

VI. Compensatory time:
a. Compensatory time off (comp time) is paid time off the job that is earned and accrued by a non-exempt employee instead of payment for working overtime hours. Part-time, seasonal, and temporary employees are not eligible to accrue compensatory time.
b. All regular full-time employees classified as non-exempt employees may accrue compensatory time at a rate of 1 1/2 times their regular rate. Employees who do not work a standard forty (40) hour workweek (i.e., Police and Fire employees who are covered under 207 (k) of FLSA And applicable provisions of state law) will accrue compensatory time based on their work cycle. The maximum accrual for compensatory time is as follows:
    i. Employees assigned to a standard forty (40) hour workweek may accrue up to eighty (80) hours;
    ii. Non-exempt employees who have accrued the maximum compensatory time will be paid for any overtime worked in accordance with the Fair Labor Standards Act.
c. Exempt employees are expected to perform job duties that are not strictly defined by an established number of hours. Exempt employees are expected to work whatever hours are necessary to accomplish required responsibilities. Exempt employees will not accrue compensatory time.

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d. Usage:
    i. Compensatory time accrued and used by employees will recorded on individual timesheets to be forwarded to payroll and maintained as official records.
    ii. Employees may take compensatory time off within a reasonable period following their request. Compensatory time off must not unduly disrupt departmental operations and must have prior supervisory approval. In order to reduce the financial impact of compensatory time accruals, supervisors may require the use of compensatory time prior to use of vacation time.
    iii. When practical, in the judgment of the supervisor, employee work schedules should be adjusted to reduce the necessity of overtime. Non-exempt employees must receive prior approval from their supervisor prior to working overtime period working unauthorized overtime by non-exempt employees shall be considered grounds for disciplinary action.
    iv. City policy requires all applicable leave to be used prior to authorizing an unpaid leave of absence. In accordance with the directive, compensatory time and other leaves will be automatically substituted when there is an insufficient balance of requested leave.
e. Payouts:
    i. Non-exempt employees will be paid for accumulated, unused compensatory time upon separation, regardless of the reason for separation.
    ii. If a non-exempt employee is promoted, any accrued, unused compensatory time, at the discretion of the City, be paid out at their rate of pay for the position held before the promotion or the compensatory time will carry over to their new role at the prior rate of pay.
    iii. Anytime a non-exempt employee with accrued compensatory time accruals transfers to another department, there accrual should be cashed out at their current hourly rate. If an employee transfers to another division within the same department, their accrual shall not be cashed out.
    iv. Non-exempt, full-time employees transferring from a regular full-time position to a regular part-time position, seasonal or temporary position will be paid for any accrued, unused compensatory time at the time of transfer.

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6.02 Classification Process

I. Purpose: The purpose of a position classification plan is to organize all City positions into groups or classes on the basis of similar duties, responsibilities and qualification requirements as outlined in the job descriptions. Equitable pay is assigned on a class basis in order to provide comparable pay for substantially equal work performed. The pay system is built to meet all criteria associated with the concepts of internal equity, i.e., equal pay for equal work, equal pay for similar work and equal pay for comparable work.

II. Classification Review of a Position:
   a. To review positions in which job responsibilities have changed substantially;
   b. To determine whether the position may need to be reassessed or may fit into another classification; and/or
   c. To classify new positions.

III. The classification plan was designed to provide the City with a fair market assessment using comparable entities, both public and private where applicable. Where positions are unique and are not deemed comparable, internal comparisons can be made to assess internal equity for an appropriate job classification through the use of compensable factors.

IV. Request for review will coincide with the annual budget process to ensure any changes to personnel costs can be addressed at that time. If unforeseen circumstances arise during the fiscal year, requests for review will require approval from the City Manager's office before initiating review.

V. Position Review Process: Reclassification
   a. Request for reclassification of an existing position may be made to the Human Resources Department. The Human Resources Department will be responsible for outlining the proper procedures for position classifications and reclassification requests, as well as evaluating all positions for pay purposes.

VI. The City has adopted a step plan that allows for annual step increases to employees (dependent upon budgetary approval). Due to the probationary time frame, public safety may follow a separate schedule than listed below. The eligibility of new employees is per the following guidelines:
   a. Employee is hired between October 1st through March 30th, are eligible for a step increase the following October if they have completed six (6) months of continuous employment.
   b. Employees hired between April 1st through July 31st, will be eligible for a step increase upon completion of six (6) months of continuous work history. For example, if an

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employee's start date is May 1st, they're eligible for their step increase on November 1st. Department Directors will be required to submit a PDF for step adjustment to occur.

c. Employees hired in the month of August and September will not be eligible for a step increase in October, step increase will occur in the October of the following year.

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6.03 Longevity Pay

I. Longevity pay is provided to encourage retention of employees by recognizing the value of long-term service with the City of Celina. These payments are for regular full-time employees who receive benefits and are made according to the following schedule:

a. Qualified employees will be paid longevity pay at the rate of $5 per month of service to a maximum of $1,500 annually based on their hire date.

b. An employee must be employed consecutively for twelve (12) months as of September 30th.

c. Longevity pay is distributed in one (1) lump sum each year in December.

d. The longevity pay will be prorated for employees leaving employment and included in their final paycheck.

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6.04 Bilingual Pay

I. Purpose: The purpose of this policy is to establish guidelines regarding bilingual skill certification pay for eligible City of Celina employees. City of Celina employees frequently use bilingual skills to enhance performance of position duties to better serve citizens of the City of Celina.

II. Levels of Bilingual Certification Pay:
   a. Bilingual certification pay will be awarded in the following areas:
      i. Speaking or being able to converse at a minimum of B1 level based on current proficiency scale.
      ii. Writing or being able to properly write the language at a minimum of a B1 level based on current proficiency scale.

III. Eligibility:
   a. This policy is applicable to all regular full-time and part-time employees in all departments of the City of Celina. All regular employees will be eligible for bilingual certification pay after completion of their probationary period. The Department Director will identify positions and/or persons eligible to receive higher levels of bilingual certification pay within their department when:
      i. The possession of bilingual skill is beneficial in the performance of the employees and/or department duties.
      ii. The normal workstation of the qualifying employee is such that they are reasonably available to employees and citizens needing assistance to translate from English to another language; or from another language to English when called upon to do so.
      iii. The secondary language is used by any group constituting at least 5% of the residents of the City of Celina. Other languages will be considered by the Director of Human Resources on a case-by-case basis on recommendation of the Department Director.
   b. Employees in positions eligible to receive bilingual certification pay must achieve a passing score (currently level B1) in a testing process established to measure proficiency.
      i. Testing requirements for bilingual certification pay will primarily involve verbal, reading and written language skills and translator ability.
      ii. All testing will be done by an independent consultant selected by the City of Celina.
      iii. The City of Celina will pay for the employee's first bilingual language certification test period the employee must pay the cost of any subsequent attempts to be certified. The City of Celina will reimburse the employees for the cost of a successful retest.

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iv. Arrangements to take the certification test must be made through the Human Resources Department.

c. Testing: The Human Resources Department will arrange for the employee to take the certification exam(s). Successful completion of the certification exam will result in the employee receiving certification pay for bilingual language skills effective the first paid period of the month following the exam. Certification pay will not be retroactive. The bilingual language certification pay will be awarded in the following areas:

Levels of Bilingual Language Certification	Monthly Pay for Full-Time Employee*	Monthly Pay for Part-Time Employee*
Reading/Speaking	$50	$25
Writing	$50	$25

i. Testing results will be sent to the Human Resources Department and the employee. Nothing in this policy is to be construed as a contract between the City of Celina and its employees. The City of Celina reserves the right to change, modify, amend, revoke, or rescind all or part of this policy in the future.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 6 – Compensation

6.05 Certification and Education Pay

I. General Requirements:

a. It is the policy of the City to encourage its employees to participate in advanced education and training. Additional training and education are important to the employees and is an overall benefit to the City. It is the intent of this policy to establish criteria by which compensation for education, licensing and certificates may be given. Education and certification pay shall be available to regular full and part-time employees who have completed their probationary period.

b. The City may change an employee's pay rate based on the employee receiving a certification(s), and/or academic degree(s), for their position.

c. Each department, division or section is responsible for maintaining up-to-date records of their employees' certificates and licenses; to keep the Human Resources Department updated on any changes in the status to either an employee, as it pertains to this Section; and to notify Human Resources when employee is no longer eligible to receive pay under this section.

d. Total of all certification(s) and licensing shall not exceed $150 per month. Managers and positions above are not eligible for certification and education pay stipends unless approved by the City Manager.

e. If a job description requires a level of education for eligibility or it is deemed necessary to perform the essential functions of the job, the employee will not be eligible for education payment.

II. Certification/License Pay:

a. In order to receive compensation, a certificate must be received and used in the employee's work responsibilities and must not be a minimum requirement for their position. Should an employee transfer to a department where the training becomes applicable, the employee may then be eligible for certification pay. Certification pay may be forfeited if a transfer places the employee where the additional pay is not applicable.

b. Payments are made on a biweekly basis. Certification pay will only begin upon the presentation of the original document by the employee to the Human Resources Department. To qualify for the program, certificates, licenses, or college degrees must be obtained from a state accredited college or university, a state certification or licensing agency and/or it recognized professional association performing a similar certification or licensing function for personnel in the applicable profession it must be maintained in an active status. Certificates, licenses, or college degrees must also be directly related to an employee's present position, and current job duties, profession and/or occupation. To qualify for the program, a certificate, license, or college degree must not be a job requirement for the employee's present position. Should certification/license lapse, it is the employee's responsibility to immediately notify their supervisor and Human Resources Department. If an employee is promoted or moves

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into a position that is ineligible for this program, the employee will cease receiving the pay on the effective date of the promotion or move.

III. Certification Training Reimbursement Agreements:
   a. With approval of Department Director, the City will pay for the cost of job-related certification training, and subject to annual budget appropriation. However, should an employee elect to voluntarily leave the employment of the City within six (6) months of receiving said training, the employee shall reimburse the City for its cost if it exceeds $1,000.

IV. Certification/License Pay Schedule:
   a. All City Departments:
      i. A maximum of $150 per month for certification and licenses. Bilingual and degree pay will not count towards $150 maximum.
      ii. Bilingual Certification -
         1. Speaking: $50/$25 per month (full/part-time)
         2. Reading and Writing: $50/$25 per month (full/part-time)

Public Works (non-cumulative)	
Certification/License	**Amount Per Month**
Water Class B	$75
Wastewater Class B	$75
Water Class A	$100
Wastewater Class A	$100

Police (non-cumulative)	
Certification/License	**Amount Per Month**
Intermediate Police Officer	$75
Advanced Police Officer	$100
Master Police Officer	$150

Fire (non-cumulative)	
Certification/License	**Amount Per Month**
TCFP Intermediate	$75
TCFP Advanced	$100
TCFP Master	$150
Fire Investigator/Inspector Basic	$50
Fire Investigator/Inspector Intermediate	$75
Fire Investigator/Inspector Advanced	$100
Fire Investigator/Inspector Master	$150

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V. Academic Education Pay:

a. Academic education pay will be granted to employees with the following degrees from an accredited college, provided is not a requirement for their position, and is subject to annual budget appropriation. College degrees received from colleges and universities will only be recognized if the accreditation is verified through the Department of Education. Academic education pay may be granted to employees with degrees from foreign countries provided through a verifiable source of the degree(s) and establishes relevant equivalency to degrees awarded by accredited colleges and universities within the United States.

College Degrees (non-cumulative)	
Degree	**Amount Per month**
Associate	$50
Bachelor	$100
Postgraduate	$150

b. It is the employee's responsibility to furnish documentation that proper accreditation by the Department of Education National Database of accredited Postsecondary Institutions and Programs. The Human Resources Department will notify the department head upon hire of the new employee in their department if the employee has not supplied appropriate documentation period until documentation is supplied, this monthly addition is not to be added.

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6.06 Response Time On-Call/Call Back Pay

I. Call Out/Back Pay:
   a. Call out is an assigned duty to accomplish required work assignments after normal working hours in any department that does not have scheduled work hours on a twenty-hour (24) hour basis. Pay for call out will be based on arrival at City facility or the location of the emergency with a minimum of two hours credited work time for those who travel to and from an assigned work site. Employees may be "called out" more than once in a two (2) hour period. Each call out does not constitute a two (2) hour call out if it is within the current two hour call out period. Departure from the City facility or the location of the emergency constitutes the end of hours worked.
   b. Employees called out to work during emergencies will be compensated at their regular rate. If the call out causes the employee to exceed forty (40) hours, the employee will be compensated at their overtime rate. An emergency is defined as a non-scheduled work time in which life is threatened or the welfare of the public is at risk and requires the immediate assistance of additional personnel. An example of public at risk would include a ruptured water main, blocked wastewater main or a requirement to respond to storm damage jeopardizing public safety.

II. On Call/Standby Pay:
   a. The City of Celina compensates employees who are designated and/or placed in a rotating on call status for each twenty-four (24) hour period for which they are designated as on call. This policy applies to all employees in positions required to participate in a rotating on call status in Public Works.
   b. The supervisor or designee will be responsible for identifying and coordinating the on-call schedule and positions within the respective division.
   c. Eligibility For On Call Pay:
      i. The employee must be specifically assigned for on call status for the twenty-four (24) hour period.
      ii. The employee designated as the primary on call person must be able to respond to the call within forty-five (45) minutes of being contacted.
      iii. Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor would not be considered callback and is paid at the employees' regular rate of pay until the overtime threshold is reached.
      iv. This personnel policy is providing general minimum standard guidelines for this policy, for compensation specific policies referred to the internal departmental policies.
   d. On Call Payment:
      i. Civilian non-exempt employees who rotate on required on call status will receive a $15 stipend per day per employee. Employees receiving the on-call

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stipend are not eligible for mileage to and from the workplace while receiving the weekly stipend.

ii. On call duty assignments are not compensable if:
    1. Employee cannot be contacted by a pager or telephone; And
    2. Have free (personal) use of the time while waiting for an assignment.
    3. On call employees who do not return to the workplace, but who handle a workplace issue by phone or Internet will be compensated based on a departmental policy, approved by the City Manager.

e. In all cases, employees must report their actual hours worked on their timesheets.

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6.07 Membership Dues Payroll Deduction

I. Purpose:
   a. It is the policy of the City of Celina to make payroll deduction available to employees who are members of a City approved association or organization that requires membership dues. This policy applies to all employees of the City of Celina. This policy in its administrative procedures should not be interpreted as the City's endorsement of any employee associations and organizations.

II. Administrative Procedure:
   a. The Director of Human Resources or designee will coordinate the written requests and verifications of all payroll deduction memberships dues requests. All requests will be forwarded to payroll for final processing. Employees must authorize in writing any and all payroll deductions prior to withholding.
   b. Employee request for membership dues payroll deduction: The employee must submit the written request for payroll deduction for membership dues of designated associations or organizations to the Human Resources Department. The appropriate forms will be available in Human Resources during regular business hours.
   c. Administrative fee: The City of Celina reserves the right to impose a reasonable administrative fee at any time after submitting written notification to the requesting employee and prior to initiation of the deduction. The fee imposed shall not exceed the amount currently used by the City for processing similar deductions. However, vendor-required processing fees will be the responsibility of the employee and will be included in the total amount deducted from the employee's paycheck each pay period.
   d. Frequency of payroll deductions: Deductions will be taken from 26 paychecks, after-taxes, on a biweekly basis (pay period). Requests for more or less frequent deductions will not be considered. Deductions will continue until Human Resources Department receives written cancellation from the employee.
   e. Methods of designating payments: Accumulated deductions will be sent to the vendor periodically or as agreed upon. The method and frequency of payments sent will vary depending on the guidelines of the vendor. The employee will be responsible for paying any setup or processing fees required by the vendor. The fee will be included in the total amount deducted from the paycheck.
   f. Cancellation of payroll deduction: Payroll deduction for membership dues will cease after receiving a written notice requesting cancellation from the employee. The City of Celina has the authority to stop payroll deductions if it's determined that the employee association or organization has disbanded or is no longer sanctioned.

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6.08 Travel Time

I. Travel to and from work is generally not compensable, unless specifically approved by the City Manager. Travel time which is outside of regular working hours as generally not compensable unless travel is approved by the City Manager.

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6.09 Temporary Promotion/Assignment Pay

I. On occasion, an employee is asked to perform a job duty well beyond the scope of their job description and a job classified at a higher pay rate. With concurrence of the City Manager in advance, the Department Director can work with the Director of Human Resources in order to provide a temporary pay amount for the role based upon the duties an assignment of the role. That temporary pay cannot exceed 5% or step one of the role, unless approved by the City Manager, or whichever is greater. Generally, this will only apply when employee is filling in a vacancy on an interim basis for another employee with a higher pay rate.

II. Eligibility of temporary promotion pay increases requires that the employee must have worked, or be scheduled to work, and minimum of 30 calendar days in the new position. Pay increases will be effective at the start of the temporary promotion pay period.

III. Police and Fire personnel covered by *Texas Local Government Code § 141.033* will be paid in accordance with paragraph (b), to wit; *"A member of the Fire or Police Department who is required to perform the duties of a particular classification is entitled to be paid the salary prescribed for that position during the time the member performs those duties."* this however requires written confirmation of the higher classification assignment by the Department Director immediately before or after the employee shift and is limited to only those hours we are in the actual duties unique to the higher classification are performed.

IV. Pay After the Demotion: Treatment of base pay due to the demotion is as follows:
   a. For reassignment demotions, pay may be reduced a minimum of 5% and new pay must be in the range of the reassigned pay grade.
   b. Performance based and voluntary demotions will result in the employee's base pay being reduced and the employee's new salary being determined by Human Resources and the Department Director with the approval of the City Manager.

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6.10 Vehicle Allowance and Reimbursement

I. An employee may be given a monthly allowance for consistently using said employee's own vehicle for City business if the use is deemed necessary by the City Manager and budget funds are so designated. Alternatively, an employee who is authorized to use their personal vehicle for City business is eligible to receive expense reimbursement for mileage. If an employee is receiving a vehicle allowance, mileage reimbursement is not allowed unless one way travel exceeds fifty (50) miles.

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6.11 Termination Pay

I. Upon separation from employment, only employees who have completed their probationary period and are terminating, shall be paid for unused vacation earned.

II. Employees shall be paid any hours worked in overtime compensation due.

III. Employees will be required to sign a release to deduct any indebtedness to the City which the employee might have incurred during their tenure with the City while following compliance with in state and local guidelines.

IV. If an employee dies while employed by the City, the City shall pay the beneficiary any unpaid pay, unused vacation, and accumulated benefits as applicable to normal payouts.

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Chapter 7 – Employee Conduct

7.00 Standards of Conduct

I. Purpose:

a. The purpose of this policy is to implement effective personnel policies that encourage a productive work environment and set for the guidelines for ethical behavior. The City and its employees have a responsibility to conduct City business in an ethical manner, safeguard all assets of the municipality, and comply with all applicable federal and state laws, the City charter, local policies, rules, and regulations.

b. The City depends on and expects its employees to honor and implement Servant Leadership and our core values of Excellence, Community, Integrity, and Service referenced in section 1.00 of the Personnel Policies.

c. The City is committed to a mutually rewarding and direct relationship with its employees and to provide customers, both external and internal, with excellent service. It is expected that City employees will adhere to certain rules and regulations, which are necessary for efficient business operations and for the benefit and safety of all employees. Conduct that interferes with operations, discredits the City, or is offensive will not be tolerated.

d. The City expects that employees will conduct themselves in a positive and professional manner in order to promote the best interest of the City, to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that both in business and personal life, employees refrain from any behavior that might be harmful to themselves, their coworkers, or the City.

e. The City does not intend, nor does it assent to, any modification of any at will relationship, established as a matter of policy, by setting forth specific types of conduct which are unacceptable.

II. Discipline:

a. In general, the City will use a progressive disciplinary system. Progressive discipline is not required. The City is not obligated to use all of the disciplinary steps and may begin the process at any level, up to and including termination, depending on the severity of the conduct, the employees work performance and disciplinary history and any other factors. Depending on the circumstances of each case, disciplinary action may consist of one or more of the following:

i. Oral counseling/verbal warning
ii. Written warning
iii. Performance Improvement Plan (PIP) that could include probation
iv. Suspension or administrative leave
v. Termination

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b. Documentation: All discipline, other than documented oral counseling/verbal warning, must be sent to the Human Resources Department for placement in the employee's personnel file. Departments should keep record of oral counseling and verbal warnings. If further discipline is taken against the employee subsequent to the documented oral counseling/verbal warning for the same or similar conduct, then the supervisor must also send the documented oral counseling/verbal warning to Human Resources where it will be placed in the employees personnel file to show the City's use of progressive discipline. All discipline and other personnel records must be preserved in accordance with the City's policy.

c. Supervisory Responsibility: All employees with responsibility and authority to supervise and direct employees under their control shall:
    i. Administer policies and procedures within their scope of authority;
    ii. Document their subordinates job performance, conduct, and behavior as appropriate;
    iii. Conduct evaluations of subordinates in a timely manner; discipline their subordinates as appropriate;
    iv. Address performance appeals submitted to them as provided by policy in a professional manner, in attempt to resolve such issues at the lowest possible supervisory level.
    v. Prior to disciplinary reaction, the supervisor will conduct a thorough examination of the situation before deciding to take any disciplinary action and discuss proper action with the Department Director and Human Resources.

d. Appeal Rights: A regular part-time and full-time employee who has received discipline greater than a written warning, may request a Disciplinary Review Meeting in accordance with the City policy, with the understanding that all employees are hired at will. Those employees employed by a written contract, probationary, temporary, and seasonal employees likewise have no right of appeal for disciplinary actions taken against them and are exempt from this policy.

e. Administrative Leave:
    i. During an investigation into alleged offenses or violations of City policies, the City may, and its sole discretion, place the employee on administrative leave. The leave may be with or without pay.

III. Grounds for Disciplinary Action:

a. Whenever informal discussions fail to bring about the appropriate changes in an employee's behavior or circumstances otherwise warrant, disciplinary action may be taken. The following actions are intended to be descriptive and serve only as a guide to the types of deficiencies for which disciplinary action may be appropriate. The following are examples relating to unsatisfactory performance of duties for which disciplinary action, up to and including termination, may be taken. This list is not intended to be all

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inclusive. It does describe examples of unsatisfactory performance and unacceptable conduct that could jeopardize an employee's continued employment. Examples include:

i. Dishonesty/Integrity:
   1. Stealing or taking City property or property of other employees without prior authorization;
   2. Misuse of funds;
   3. Misrepresentation or knowingly providing false information;
   4. Providing false or misleading information or emitting material information during the course of an official investigation;
   5. Forging or otherwise falsifying official reports, records, or documents;
   6. Falsifying time and attendance records;
   7. Misusing paid leave;
   8. Unauthorized use of official documents or information;
   9. Releasing or making known, in any manner, confidential information without authorization;
   10. Failure to properly account for City documents or property;
   11. Other acts reflecting dishonesty, falsification, and lack of integrity in performing duties.

ii. Job Performance or Workplace Conduct:
   1. Inability to perform the duties of the job;
   2. Violation of departmental work rules;
   3. Unsatisfactory quality or quantity of work;
   4. Unwillingness to perform job duties;
   5. Failure to make request changes in job performance;
   6. And curing an expense or liability for the City without proper authorization;
   7. Fighting or using profane, abusive, or threatening language;
   8. Neglect of duty;
   9. Loafing;
   10. Carelessness;
   11. Lack of cooperation;
   12. Sleeping or otherwise being inactive during working hours;
   13. Performing or conducting personal business during working hours;
   14. Abusive meal and/or break periods;
   15. Interfering with the work of others;
   16. Lack of respect and discourteous treatment of the public or other employees;
   17. Offensive or lewd conduct;
   18. Spreading false reports are authorized disrupting the harmonious relationship of the workplace;
   19. Possession of unauthorized firearms or lethal weapons on the job;

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20. Engaging in disruptive personal behavior, including bullying;
21. Threatening another in a manner reasonably likely to cause the person to believe bodily injury will be inflicted on the person or family members or friends or damage will be done to the person or persons family or friends' property;
22. Intentionally destroying or threatening destruction of City or another's property;
23. Making harassing or threatening phone calls to another;
24. Sending harassing or threatening emails to another;
25. Stalking or conducting unauthorized surveillance on another;
26. Other acts reflecting unsatisfactory performance and/or conduct;
27. Failure to report a violation of these policies to the proper authority;
28. No employee may make known any information regarding the progress of an investigation, a known or reported law violation, a condition against which action is to be taken at a future time or any proposed law enforcement action to any person not authorized to receive it. An employee must treat the official business of the City as confidential and may disseminate information regarding official business only to those for whom it is intended in accordance with established City procedures and consistent with the Public Information Act;
29. An employee may remove or copy official records or reports from the City office only in accordance with established procedures and with the approval of the applicable supervisor.

iii. Failing to Follow Instructions/Insubordination:

1. Failure or refusal to perform assigned work or fully comply with instructions or orders as requested by appropriate authorities;
2. Failure or refusal to fully cooperate with official internal investigations, regardless of whether the employee is the primary focus or for which the employee is a witness or affected party;
3. Acts of defiance towards a supervisor including, but not limited to, arguing about assignments, talking back, walking away from, or ignoring superior while being addressed, or deliberate attempts to undermine or put the supervisor in a false light;
4. Other acts that reflect the failure to follow instructions/insubordination;
5. Misuse of authority, employee identification, or business card;
6. Duplication, removal, or destruction of documents or property without authorization.

iv. Attendance (is an essential function of every job in a condition of continued employment):

1. Abuse of approved leave;
2. Unscheduled absences;

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3. Tardiness;
4. Failure to report to work without timely notification;
5. Failure to remain at workstation;
6. Job abandonment (absence for two consecutive working days without providing notice or refusing to report to work after a legitimate order to do so);
7. Any other attendance related issues.

v. Violation of City Policies, including but not limited to:

1. Drug and alcohol-free workplace policy;
2. Sexual and other unlawful harassment policy;
3. Safety policies and rules;
4. Political activity policy;
5. Secondary employment policy;
6. Solicitation policy;
7. Computer, Internet, and electronic mail use policy;
8. Failure to follow the City's employee concern and complaint procedure and appeal procedure outlined in the City policy manual;
9. Dress code and uniform policy;
10. Procurement card policy or other purchasing policies.

vi. Unlawful Conduct/Disregard of Public Trust:

1. Conviction or disposition other than acquittal, including probation or deferred adjudication, of any criminal offense, except Class C misdemeanor traffic offenses;
2. Engaging in any unlawful activity or actions showing lack of good moral character;
3. Indecent, proactive, or offensive behavior or any unlawful activities;
4. Other acts of unlawful conduct or acts that would jeopardize the public trust;
5. Any criminal offense or immoral conduct, during or off working hours, which I'm becoming public knowledge, could have an adverse effect on the City or the confidence of the public in the City government. "Criminal offense" means any act constituting a violation of law and/or resulting in charges being filed, arrest or confinement.

vii. Other:

1. Disruption in the workplace resulting from failure to pay just debts and obligations;
2. Engaging in electronic surveillance, tape recording, by use of an electronic recording device without all parties knowledge is prohibited.
3. Failure to report or document violations of policy and procedure.

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IV. Appeal Procedure:

a. Regular full-time and part-time employees, with the exception of probationary employees, Department Directors, and any Assistant City Manager, have a right to appeal a disciplinary demotion, suspension without pay, or termination of employment. An employee who chooses to appeal a disciplinary demotion, suspension without pay, or termination of employment must submit a completed disciplinary appeal form to the Director of Human Resources or their designee within five business days from the date that the disciplinary action was communicated. Upon receipt of the employee's request to appeal the disciplinary action the following steps will occur: Human Resources will acknowledge receipt of the request for an appeal to the employee within five business days of receipt of the request and will begin coordinating the response to the employee's request for an appeal by:

i. Notifying respective management of the request for an appeal;
ii. Securing a date/time/location for the hearing;
iii. Selecting an impartial hearing panel consisting of a City Manager and or Assistant City Manager, Human Resources Director and two Director level employees;
iv. Providing written communication to all parties involved, including details of the logistics, and the names and roles of those participating in the hearing.

b. The appeal hearing process is an informal administrative procedure allowed by City policy and is not a trial guided by courtroom procedures. The Human Resources Director may establish a specific procedure for any appeal and utilize those procedures in the conduct of any appeal. The appeal hearing is an opportunity for an employee to state why they should not have been disciplined or why the punishment was inappropriate. Only information directly related to the action taken will be presented during the hearing and may include the past disciplinary history of the employee. Presentation of unrelated issues or issues involving other employees will not be allowed. The City and employee (or the employee's attorney) will have an opportunity to provide information relevant to the action taken and to answer any questions asked by the hearing panel. An employee's authorized personal representative may assist or clarify for the employee during the hearing. An "authorized personal representative" is allowed only if a City approved meet and confer agreement provides that an employee is entitled to such representation. A court reporter or stenographer may be present throughout the hearing and, if so, a written record of the proceeding will be made. A copy of the written record will be maintained in the employee's permanent personnel file. The hearing panel will deliberate and make a decision within five business days from the date of the hearing upholding the disciplinary action taken, resending the action, modifying, or amending the action or reducing the severity of the discipline, provided the disciplinary action must be sustained if a reasonable person could have taken the same disciplinary action against the employee. The final decision will be communicated in writing to all parties within five business days of the appeal hearing.

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7.01 Attendance and Work Hours

I. To maintain a safe and productive work environment, the City expects employees to be reliable and punctual and reporting to work. Any absenteeism or tardiness is disruptive and place a burden on the City and on coworkers. Either may lead to disciplinary action, up to and including termination of employment.

II. The rare instances when employee cannot avoid being late to work or is unable to work as scheduled the employee must personally notify their supervisor. The employee must disclose to their supervisor the reason for the absence or tardiness and the date and time of their anticipated arrival.

III. For absences of one day or more, the employee must personally notify their supervisor on each day of their absence. For absences of three or more days the employee's supervisor must notify the Human Resources Department no later than the third day of absence in order to properly administrate the Family Medical Leave Act (FMLA) procedures as covered in this policy manual. FMLA leave is to be considered if an employee is out more than three days.

IV. An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered absent without leave, which constitutes abandonment of duties and shall not be in pay status for the time involved. Absences for two consecutive days (or 24 hours for fire shift personnel) without prior notification or without satisfactory reason shall be considered job abandonment and designated as resignation without proper notice.

V. Regular Work Hours:

a. Non-exempt employee of the City, except for Fire Department and Police Department shift personnel, normally work 40 hours in a seven-day workweek. Exempt employees may be required to work in excess of 40 hours. The workweek begins at 12:01 AM Monday and ends on midnight Sunday. The regular workday normally is an 8, 12 and 24 hours. Workdays are subject to change based on need and City Manager approval.

b. It is City policy to require employees to be at their assigned worksite on time, ready to pursue City business and to work all scheduled hours and required overtime period.

c. Adjustment to work hours. In order to assure the continuity of City services, it may be necessary for Department Directors with approval of the City Manager, to establish other operation hours for their departments.

i. Work hours and work shifts must be arranged to provide continuous service to the public.

ii. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's

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acknowledgement that changing shifts or work schedules may be required and includes that the employee will be available to do such work.

iii. Contingent on available staffing, a temporary, flexible work week schedule may be available for full-time employees. Department Directors have the ability to establish temporary flexible work schedules as long as service levels and productivity standards are maintained. All temporary or permanent schedules other than normal 8 hour/five days a week must be approved by the City Manager.

VI. Meal Periods:

a. Every effort will be made to ensure that all full-time employees receive a daily meal break during each shift. There may be instances, however, when an employee may not receive a scheduled meal break due to scheduling and/or the nature of the work.

b. Full-time employees (excluding Fire Department and Police Department shift personnel) are normally provided a one-hour unpaid meal break near the middle of the workday. Meal periods may be staggered by the Department Director in order to minimize the departmental interruption. Supervisors will provide employees with the starting and ending times for their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. Employee may not extend meal breaks beyond their assigned period, without prior supervisor approval.

VII. Rest Breaks:

a. Full-time employees may, depending on individual department work schedules and the discretion of their supervisor, take up to two, fifteen (15) minutes, paid breaks each day, one during the first part of the workday and the other during the latter part of the workday.

b. Rest breaks are considered a privilege and not a right and shall never interfere with the proper performance of an employee's work responsibilities and department work schedules.

c. Rest breaks must be taken at, near, or in route to or from work sites within the fifteen (15) minute limits or as outlined in departmental policies. Employees whose work site and or work schedule do not permit opportunities to obtain food or beverages should plan ahead and take provisions with them to the worksites.

VIII. Attendance and Punctuality:

a. Employees are expected to be at their workstations and ready to work at their scheduled start time. Non-exempt employees are required to record the number of hours worked each day, as well as the time they arrived at work, the time they left for and returned from lunch, and the time(s) they left for and returned from any unpaid break during the workday.

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i. All hourly employees will be required to utilize the appropriate time clock for their departments.
ii. If an employee must leave work for any reason other than their lunch hour, they must clock out upon leaving and clock in upon return period prior to leaving, supervisor approval must be given.
iii. Timecards with handwritten entries may result in disciplinary action, except in cases relating to emergency responses or on-call duties where completing a timecard punch would result in delayed response time. On-call or emergency responses must be designated on the timecard when turned into payroll at the end of the pay period for processing period.
iv. Frequent leave may be subject to review by the Human Resources Department and Department Directors and subject to disciplinary action.

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7.02 Sexual and Other Unlawful Harassment

I. Purpose:
   a. All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, coworkers, citizens, and vendors. This means that each employee must be respectful of others and act professionally. City employees are prohibited from harassing anyone including citizens, vendors, and third parties.

II. Sexual Harassment: All types of sexual harassment are prohibited. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
   a. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; or
   b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
   c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
   d. Examples of conduct prohibited by this directive include but are not limited to:
      i. Unwelcome sexual advances or repeated flirtations.
      ii. Asking unwelcome questions or making unwelcome comments about another person sexual activities, dating, personal or intimate relationships, or appearance.
      iii. Unwelcome conduct or remarks that are sexually suggestive or that demean or show hostility to a person because of the person's gender (including jokes, pranks, teasing, obscenities, obscene or rude gestures or noises, slurs, epithets, taunts, negative stereotyping, threats, blocking of physical movement, etc.)

III. Other Prohibited Harassment: In addition to the City 's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, or denigrates, or shows hostility or aversion towards someone because of race, religion, sex, color, national origin, age, disability, genetics, veteran status, citizenship, or any other characteristic protected by law is prohibited.

IV. Workplace Bullying:
   a. Workplace bullying is defined as systematic aggressive communication, manipulation of work, and acts aimed at humiliating or degrading one or more individuals that create an unhealthy and unprofessional power balance, result in psychological consequences for targets and witnesses of the behavior, and cost enormous monetary damage to an organization's bottom line.
   b. Examples of bullying behavior include, but is not limited to, inappropriate gestures, excessive yelling, talking down to others, criticizing or pointing out mistakes to others in

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front of a group; social exclusion; treating some less favorably than others; withholding pertinent work-related information; gossiping or spreading rumors; any malicious behavior a reasonable person would find unprofessional, disturbing, and harmful to their psychological health.

V. Prohibited conduct includes, but is not limited to, epithets, slurs, and negative stereotyping; Threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, which single out, denigrate, or show hostility or aversion towards someone on the basis of a protected characteristic. Conduct, comments, or innuendos that may be perceived by others as offensive or wholly inappropriate and are strictly prohibited.

VI. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, email, cell phone or other electronic devices, social media, and/or the Internet, such as You Tube and Facebook. Harassment of any nature, when based on race, religion, color, sex, national origin, age or disability, genetics, veteran status, citizenship, or any other characteristic protected by law is prohibited and will not be tolerated.

a. This policy applies to City employees, citizens, vendors, and other visitors to the workplace.

VII. Procedures:

a. Employee Responsibility: An employee who believes that a supervisor's, employee's or non-employee's actions or words constitute sexual harassment or other unlawful harassment must report the situation to human resources as soon as possible. If they are comfortable, an employee should try to resolve the issue by addressing it with the offending party. All employees have the responsibility to cooperate in the investigation of a harassment complaint. If you see/here something, say something. Employees must contribute to achieving a work environment that does not tolerate harassment and bullying behavior at work.
b. Supervisors' Responsibility:
    i. Each supervisor has the responsibility to maintain a workplace free of any form of unlawful harassment. The responsibility to maintain a workplace free of harassment includes a duty to report any instance of unlawful harassment, including but not limited to, sexual harassment through the chain of command or directly to human resources. All complaints received by supervisor must immediately be referred to the Human Resources Director.
    ii. Supervisors must use a great deal of discretion in their social relationships with other subordinates. This is to avoid compromising their ability to function as an impartial supervisor who can treat all employees fairly. Supervisors should avoid social relationships with their subordinates which may lead to an impression of partiality or bias.

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c. Department Director Responsibility: Management and others in positions of authority have a particular responsibility to ensure that healthy andappropriate behaviors are exhibited at all times. The Department Director of the involved department will cooperate with any investigation. The Director or designated representative may participate in the investigation if determined appropriate by the Human Resources Director or designee.

d. Filing a Complaint: An employee must file a complaint in writing with a signature alleging harassment/bullying with the Director of Human Resources. All harassment/discrimination complaints will be referred to the Human Resources Director or designee for investigation. If the complaint is filed by or against an employee in the Human Resources Department, the City Manager or designated representative will conduct the investigation and render a decision.

e. Investigation: The Human Resources Director or designee or City Manager or designee, will contact the employee to obtain the facts of the alleged harassment. The Human Resources Director or designee or City Manager or designee will conduct an investigation and render a written decision to the employee and appropriate management staff within a reasonable amount of time after meeting with the employee. The City Manager and Department Director will review the findings with the Human Resources Director to consider any proposed action.

    i. If the investigation reveals that the complaint is valid, prompt disciplinary action, as approved by the appropriate individuals, will be taken. The immediate supervisor will ensure that the harassing conductis immediately stopped.

f. Confidentiality: All information concerning a harassment complaint will be treated as confidential, to the extent permitted by law. Content of a harassment complaint, whether verbal or written, will not be disclosed exceptas part of the investigative process, to those who have a need to know or as otherwise required by law.

g. Appeal to the City Manager: If the employee is not satisfied with the decisionof the Human Resources Director or their designee, the employee may appeal the decision to the City Manager in writing within fifteen (15) working days of receipt of the decision. The City Manager, or designee, will review the investigation and render a decision. The decision of the City Manager completes the internal process for sexual harassment complaints.

h. Prohibited Retaliation: No employee will retaliate against another employee who files a harassment complaint or cooperates with a harassment investigation. Any employee retaliating against another employee will be subject to disciplinary action, up to and including dismissal. Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

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i. False/Frivolous Complaints: Complaints found to be fabricated, frivolous or made in bad faith will not be tolerated and subsequent disciplinary action up to and including termination may result.
    i. An employee who intentionally makes a false claim, offers false statements, orrefuses to cooperate with a City investigation regarding harassment or discrimination is subject to appropriate discipline, up to and including, termination.

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7.03 Political Activity

I. Political Activity:

a. City of Celina employees will not be appointed or retained on the basis of their political support or activities. City of Celina encourages employees to participate in matters of responsible citizenship, and at the same time, is committed to providing a nonpartisan work environment in which staff can responsibly carry out their duties without political coercion. City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with the state and federal law and these policies. City employees may not:

i. Must not engage in political activity relating to a campaign for elective office while in uniform or on active duty.

ii. Publicly endorse or campaign in any manner for any person seeking elective office. An exemption applies to Police and Fire whilst not in uniform or on active duty.

iii. Use their position or office to coerce political support from employees or citizens.

iv. Use their official authority or influence to interfere with or affect the results of a campaign issue, an election or nomination for public office. An exemption applies to Police and Fire.

v. Make, solicit, or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, for the City Council or to take any part in the management, affairs, or political campaign of any such candidate; providing nothing herein shall infringe upon the constitutional rights of an employee to express their opinion and to cast their vote. An exemption applies to Police and Fire whilst not in uniform or on active duty.

vi. Use working hours or City property to be in any way concerned with the soliciting or receiving any subscriptions, contribution, or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.

vii. Hold an appointive or elective office of public trust or service would constitute a direct conflict of interest with City employment. An employee who contemplates seeking public office shall consult with the Human Resources Director prior to filing of an application for the purpose of determining whether a conflict would exist.

viii. If an employee is elected as a council member or as any other political figure that could be construed as a position with authority, said employee must resign from their position with the City of Celina.

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II. All employees of the City except for Police and Fire department shall refrain from using their influence publicly in any way regarding any election where an issue or proposal involves only City employees.

   a. Please refer to the Texas State law, local government code 180.001 and 150.002 for further clarification.

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7.04 Drug and Alcohol Testing – DOT and Non-DOT

I. Purpose:

a. It is the policy of the City to maintain a safe work environment by ensuring that City employees are not under the influence of alcohol or drugs during working hours. In accordance with the drug free workplace act, employees are prohibited from the possession, manufacture, distribution, dispensing, or use/misuse of illegal or illicit drugs and alcohol during working hours or being under the influence of such substances. In addition, legal drugs used illegally or inconsistent with prescription are included in the category of prohibited drug use. Violation of this policy is grounds for disciplinary action up to and including termination. Drug testing will be conducted randomly, for reasonable suspicion, after accidents or injuries, and prior to transfer, promotion or demotion of employees as explained in the City's policy.

b. City employees whose positions are considered “safety sensitive” by the City, including those requiring a Commercial Driver’s License (CDL) which fall under the DOT/FTA regulations are subject to drug and alcohol testing under this policy. If this policy conflicts with DOT or FTA regulations in anyway, the DOT/FTA regulations will govern.

c. The City employs persons in positions that are regulated by the DOT. City employees who drive a commercial motor vehicle requiring a Commercial Driver’s License (CDL) Part of their duties are subject to alcohol and drug testing as mandated by the DOT, Federal Motor Carrier Safety Administration (FMCSA), and as outlined in this policy. The City shall comply with the regulations as set forth by the DOT. In order to assure compliance with related regulations, employees are to defer to 49 CFS, Parts 40 and 382 of the DOT regulations regarding testing, test administration, etc.

II. Prohibited Activities: The following acts are prohibited, and employees who commit any of these shall be subject to immediate termination of employment. Employees may be tested anytime they were on duty; after the use of illegal drugs might result in an on duty positive drug test.

a. Consumption of illegal drugs at any time.

b. Abuse or misuse of prescriptive or over the counter (OTC) medication.

c. Consumption of alcohol:

i. While on duty, including hours work, breaks and on call.

ii. 4 hours or less prior to reporting to work;

iii. 8 hours or less following an accident or until tested; Or

iv. While wearing City apparel or uniforms.

v. Blood alcohol concentration of .04 or greater when performing a safety sensitive position.

d. Operating a City vehicle or equipment or conducting City business while impaired by drugs or under the influence of alcohol. Under the influence means the amount of

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controlled substance into the employees' body or alcohol at/or above the blood alcohol concentration (BAC) limit of 0.02%.

e. The use or possession of alcohol or illegal drugs in a City vehicle whether on or off duty.
f. Unlawful manufacturing, distributing, dispensing, possessing, or using controlled substance in the workplace.
g. Employees attending social functions in conjunction with a training and or conference may consume a moderate amount of alcoholic beverage if the function does not involve the use of a City vehicle and the employee's conduct does not reflect poorly on the City.
h. Employees when scheduled or "on call" to work, doing so while under the influence of alcohol drugs, neither impaired nor under the influence of a controlled substance or alcohol.
i. Employees who test positive or refuse (or fail to cooperate) to be tested for a controlled substance or alcohol as directed by this policy.
j. Job applicants who test positive for alcohol or a controlled substance, or who refuse (or fail to cooperate) to be tested for alcohol or controlled substances, will be ineligible for employment with the City it may not apply or be considered for any other City position for a minimum of six (6) months from testing date for non-safety sensitive positions. Subject to the minimum six months from testing date, the Police and Fire departments will determine the moratorium on applications for those that fail a pre-employment test for public safety positions.
    i. *Although there are no consequences under DOT regulations for a DOT-regulated employee to refuse a non-DOT, such refusal may result in termination of employment under the City's general drug and alcohol policy.*

III. Applicability:

a. Both DOT and Non-DOT:
    i. This policy applies to all employees and pre-employment finalists who are not otherwise subject to the drug and alcohol testing regulations of the United States Department of Transportation (DOT).
    ii. For each incident or event, before drug or alcohol testing occurs, a determination will first be made as to whether the DOT regulations apply to the employee in the situation. If the DOT regulations apply, then the drug and alcohol testing for Department of Transportation (DOT) employees takes precedence over this policy. If the DOT regulations do not apply, testing will be conducted according to this policy.
b. DOT:
    i. This policy applies to all employees and job applicants of positions within the City that are designated as DOT regulated positions.
    ii. An employee is considered to be performing a safety sensitive function during any period in which the employee is actually performing, ready to perform or immediately available to perform any safety sensitive function and includes all

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times in which an employee begins to work or is required to be in readiness to work, (i.e., during on call status) until the time the employee is relieved from all responsibility for performing work.

iii. The City's designation of positions determined to be in the DOT regulated positions are determined by the job title and functions. Generally, positions requiring a CDL pursuant to the FMCSA are subject to DOT provisions. This policy is in addition to, not in lieu of, the provisions of the City's drug and alcohol policy. DOT tests will be separate from non-DOT tests in all respects. DOT tests take priority and will be conducted and completed before non-DOT tests. Testing procedures that ensure accuracy, reliability, and confidentiality of results will be followed pursuant to DOT regulations.

IV. Definitions:

a. Alcohol means ethyl alcohol. Alcohol as used herein, includes any beverage, mixture or preparation containing ethyl alcohol.

b. City premises or facilities means all property of the City (owned or leased), including but not limited to the following:
   i. Offices
   ii. Buildings
   iii. Equipment
   iv. Vehicles
   v. Parking lots and/or garages
   vi. Storage areas
   vii. City premises also include any location where City employees may be performing contract services.

c. Controlled substance means a drug or substance with the use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage of it, is illegal under any federal, state, or local law or regulation and includes, but is not limited to inhalants, marijuana, cocaine, narcotics, opiates, opium derivatives, hallucinogens and any other substances having either a stimulant or depressant effect on the central nervous system such as amphetamines or barbiturates. Also included in this definition our prescription drugs used for any reason other than a legitimate, prescribed medical reason and inhalants used illegally. All references to “drugs” throughout this policy mean the same as “controlled substance”.

d. Impaired means an employees diminished capacity to perform any duties of the employees’ job.

e. Under the influence means the amount of controlled substance into the employees’ body or alcohol at/or above the blood alcohol concentration (BAC) limit of 0.02%.

f. Medical Review Officer (MRO) means a licensed Doctor of medicine or osteopathy who has knowledge of substance abuse disorders and who has the appropriate medical

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training to interpret and evaluate an individual's positive test result together with their medical history in any other relevant biomedical information.

g. Motor vehicle accident means any incident involving a motor vehicle in which there is injury to a person or damage to a City vehicle, other vehicle or property and includes:
    i. An accident in which a City employee was driving his personal vehicle in the course and scope of their employment.
    ii. Any accident involving a City vehicle where damage occurs to a City vehicle or any property that is greater than $1,000 as determined by the Department Director. This does not include damage to a City vehicle when parked.

h. Positive test result means the result reported by laboratory indicating that an individual is under the influence of a controlled substance or alcohol.

i. Reasonable suspicion means a belief that the actions, appearance or conduct of a person are indicative of the use of controlled substance or alcohol. A reasonable suspicion situation is any situation in which an employee's job performance is in conflict with established job standards relating to safety and efficiency. Does make good accidents, near accidents, erratic conduct suggested that drug and alcohol use, boasting on social media sites of drug use, any unsafe performance behaviors, and unexplained deviation from productivity. Reasonable suspicion may also include postings via social media which indicate it or suggest the use of controlled substance within 32 hours of reporting to work.

j. Safety sensitive position for purposes of this policy means a position in which impairment due to drugs or alcohol could constitute an immediate or direct threat to public health or safety, to the employees' health or safety, or position in which a momentary lapse in attention or judgment could result in injury or death to another person. Examples of such positions include but not limited to, those which require driving up City vehicles, carrying a firearm, and operation of heavy equipment, responsibility for the safety or security of another person. Whether their position qualifies as safety sensitive shall be left to the reasonable discretion of the City.

k. DOT regulated positions means any City employee who drives a commercial motor vehicle requiring a Commercial Driver's License (CDL) as a part of their duties. These employees are subject to alcohol and drug testing as mandated by the DOT and Federal Motor Carrier Safety Administration (FMCSA).

V. Conditions Requiring Testing:

a. To ensure compliance with the above rules the City may require that an employee or prospective employee submit to a breath, urine and/or any other available scientifically valid means of testing to determine the presence of illegal or unauthorized drugs or alcohol and as a condition of employment or continued employment under the following circumstances:

b. Post Job Offer/Pre-Employment:
    i. Policy:

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

1. Pre-employment drug testing shall be required of application finalists who have otherwise completed the employment screening process and to whom a conditional offer has been extended and accepted. Each offer of employment is contingent upon the applicants passing a drug test, regardless of position. Applicants who refused to be tested, who failed to cooperate with the testing process, or test positive for control substance will be immediately disqualified in barred from employment for a minimum of the next six months, depending on the applicable moratorium. Applicants shall be notified of this policy at the time of application.

ii. Procedures:

1. Timeline: Job applicants (finalists) subject to pre-employment drug testing shall be required to report for drug testing within forty-eight (48) hours of receiving and accepting a job offer unless the drug test is included in a pre-employment physical/test that cannot be scheduled within forty-eight (48) hours; Acceptance of this policy must be approved by the Human Resources Department.
2. Scheduling: The Human Resources Department will contact the applicant to arrange for the test period if the applicant is also subject to a preplacement physical exam, the drug test may be scheduled to occur at the same time as the preplacement physical.

iii. DOT Pre-Employment:

1. Previous employer information: The City is required with the applicants required consent, to obtain information from previous DOT regulated employers for the past two years prior to the date of application, promotion, or transfer. The City will request the previous employer provide alcohol test results of 0.04 or greater, verified positive drug test results, refusals to test (including verified adulterated or substituted drug test results), and any other violation of DOT drug and alcohol testing regulations. The City will obtain and review the information prior to hiring. The City also will ask the applicant if they tested positive or refused to test on any pre-employment drug or alcohol test
2. If the previous employer's response is not obtained within 30 days, the employee will not be allowed to perform DOT functions unless there is documentation of good faith efforts to obtain the requested information.

c. Post-Accident:

i. Policy:

1. Drug and alcohol testing shall be required after motor vehicle accidents involving a City vehicle when:

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

a. the accident causes injury to any person involving a City vehicle or City equipment.
b. The accident involving a City vehicle result in damage to the vehicle or other property that is greater than $1,000, as determined by the employees Department Director

2. An employee's personal vehicle (using the course and scope of City employment) and a non- City vehicle is subject to the aforementioned testing.
3. No drug or alcohol testing will be required if the employee's vehicle is lawfully parked at the time of the accident or unavoidably damaged by debris.

ii. Procedures:

1. Timeline: An employee subject to post accident drug and alcohol testing should be tested as soon as possible following an accident, at least within two hours of the accident if possible. Testing may be delayed for the employee to call for emergency assistance, render aid to others involved in the accident, or to receive medical attention for injuries resulting from the accident.
2. Documentation/authorization consent: Prior to the employee reporting to the medical facility the supervisor shall call human resources for test authorization. The medical facility(ies) as identified shall maintain a list of City personnel who can authorize a drug and/or alcohol test and who can receive test results.

iii. Scheduling:

1. Timely testing and failure to test timely: In the event that an alcohol test (if authorized) is administered, it should be conducted within eight hours of the accident. A drug test shall be administered within 32 hours of the accident. In the event that an alcohol test (if authorized) is not administered within eight hours of the accident the supervisor should document the reason why the test was not administered within eight hours; There will be no further attempt to test for alcohol due to that particular accident. In the event that a drug test is not administered within 32 hours of the accident, the supervisor shall document the reason why the test was not administered; There will be no further attempt to test for drugs due to that particular accident.
2. Transportation to and from test collection site: The employee should be transported to the collection site and back to the City of Celina's premises by his supervisor or by other means arranged by his supervisor. Following the test(s), if the employee's supervisor believes that the employee is under the influence of drugs or alcohol and unfit to drive or return to work, the supervisor shall arrange alternate

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transportation for the employee to get home, by calling a family member, friend, taxi, etc. if the reasonable suspicion test result is negative the City will reimburse the employee for the cost of the taxi ride home.

3. Compensation and leave: Time that the employee spends at the accident site, traveling to the collection site, and submitting to the test(s) is compensable as regular time work period if physically able and medically released, if appropriate, following the test they will return to work but will be prohibited from any driving assignment in a City vehicle or personal vehicle until final results are received.
4. City vehicle - The driver of the City vehicle will be required to submit to post accident drug/alcohol testing if the accident results in a fatality, outside medical attention is required for any party involved in the accident, if there is damage to the vehicle or property involved in the accident that is greater than $1000, as determined by the Director; and/or employee received a citation.
5. Personal vehicle - If the employee was driving their own vehicle while on City business, the employee will be required to consent to post accident drug/alcohol testing if an accident results:
    a. any fatality;
    b. Outside medical attention is required for any party involved in the accident;
    c. And damage to the vehicle or property involved in the accident that is greater than $1,000 as determined in the sole discretion of the Director and/or;
    d. The employee received a citation
    e. The employee should, if possible, park and lock the vehicle in the nearest public parking lot or City lot for pick up at a later time to arrange to have a friend or family member drive the vehicle away from the scene of the accident.
6. Use of law enforcement tests - In post-accident situations, the City of Celina reserves the option to substitute a blood or breath alcohol test and a urine drug test Performed by local law enforcement officials, using procedures required by their jurisdiction, providing such test results are received directly from the local jurisdiction or the driver. If the City substitutes a blood or breath alcohol test in a urine drug test performed by law enforcement official in lieu of other procedures described herein for a post-accident test, it may rely on and take appropriate action based on the results.
7. After hours testing - If testing is necessary after regular business hours or on the weekend the employees should be taken to the

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approved/contracted City testing site. Additionally, the supervisor should send an email to Human Resources of the name of the employee tested, date, and time.

iv. DOT Regulated Post-Accident:

1. In accordance with DOT 49 CFR, Part 40 and 382, DOT regulated employees shall be tested following applicable accident slash incidents. Post incident testing includes alcohol and drug testing period when considering DOT post-accident/incident testing, all covered employees whose performance could have contributed to the incident will be tested, i.e., administrative, dispatcher, mechanic, driver, passenger, etc.
2. Post-accident testing will be conducted in accordance with DOT 49 CFR, Part 382.303 Regulations (FMCSA), if:
    a. There is a fatality; Or
    b. The City driver/operator it's issued a citation within 8 to 32 hours of the occurrence due to a violation arising from the incident, tests will be performed if
        i. An individual requires immediate medical treatment away from the scene.
        ii. One or more of the vehicles suffered disabling damage that requires A to away from the scene (disabling damage is damage that prevents the vehicle from leaving the scene in its usual manner, in daylight, after simple repairs).

d. Reasonable Suspicion:

i. Policy:

1. Drug and/or alcohol testing shall be conducted whenever there is a reasonable suspicion that employee has engaged in any conduct prohibited under this policy. Reasonable suspicion shall be based on a specific, contemporaneous, articulated observation of the employee's supervisor concerning the appearance, behavior, speech, or body odors of the employee, which may include indication of chronic and withdrawal effects of controlled substances or alcohol. Reasonable suspicion, as determined by the employee's supervisor, must be corroborated by the direct observation of another supervisor, prior to the request that the employee be tested. Testing must be authorized by the employee's Department Director (or designee), with the concurrence of the Human Resource Director or the City Manager (or designee).

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ii. Procedures:

a. Timeline: An employee subject to reasonable suspicion drug and alcohol testing should be tested within two hours from the time that authorization is obtained.

2. Documentation/authorization/consent: A request for testing due to reasonable suspicion must be initiated by the employee's supervisor, who shall complete the reasonable suspicion report form to document the reasons for testing period such form should be signed and dated (with time) by both the employee's supervisor and Department Director (or designee). Testing must be done with the concurrence of the Human Resources Director.

iii. Scheduling:

1. The manager supervisor will mediately notify the Department Director when reasonable suspicion occurs. The manager supervisor shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of drugs or alcohol. This information shall be stated on the reasonable suspicion report form. Once this form has been completed the Department Director will notify the Director of Human Resources for approval to proceed.
2. The manager or supervisor shall hold a confidential meeting with the employee to discuss the reasonable suspicion and carefully note any explanations offered. The manager supervisor shall also know any additional observations that may confirm the reasonable suspicion.
3. Managers and supervisors shall also notify the Department Director when they have reasonable suspicion that employee may have illegal drugs in his or her possession or an area jointly or fully controlled by the City. After obtaining the Department Directors approval, managers and supervisors may provide information to the Police Department regarding the possible possession.

iv. Transportation To and From Test Collection Site: The employee should be transported to the collection site and back to the City of Celina's premises by a supervisor or by other means arranged by his supervisor. Following the test(s), if the employees supervisor believes that the employees under the influence of drugs or alcohol and unfit to drive or return to work, the supervisor shall arrange alternate transportation for the employee to get home, by calling a family member, friend, taxi, etc. if the alternative transportation arranged causes the employee to expend funds and the test result is negative, the City will reimburse the employee for the cost of the alternative transportation.

v. Compensation and Leave: Time that the employee spends at the accident site, traveling to the test collection site, and submitting to the test(s) is compensable as regular time worked. If physically able and medically released, if appropriate

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and if not otherwise engaging in disruptive or insubordinate conduct, following the test, they will return to complete the workday in a non-sensitive position.

vi. Failure to Test Timely: In the event that an alcohol test (if authorized) is not administered within eight hours of the authorization to test, the supervisor shall document the reasons why the test was not administered within eight hours; There will be no further attempt to test for alcohol based on the particular event that created reasonable suspicion. In the event that a drug test is not ministered within thirty-two (32) hours of the event, the supervisor shall document the reason why the test was not administered; There will be no further attempt to test for drugs based on that particular event that created reasonable suspicion.

vii. If a DOT regulated employee refuses to submit to a reasonable suspicion test, the employee will be verbally advised that a successful drug/alcohol test is a condition of employment and shall result in termination of employment under the City drug and alcohol. This is also a policy for all City employees.

e. Random Testing:

i. Policy:

1. All employees occupying safety sensitive positions will be subject to random testing for drugs and or alcohol. Testing for drugs and alcohol shall be conducted on a minimum annual percentage of 20% of all City designated safety sensitive positions. The human resources department will maintain a list of safety sensitive positions subject to testing and will manage the random testing process.
2. DOT random drug test: each employee subject as policy will have an equal chance of being tested each time random selections are made. The number of employees randomly selected will be in accordance with applicable DOT regulations.

ii. Procedures:

1. The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as random number table or computer based random number generator matched with the employees' Social Security numbers, payroll identification numbers, facility number or other comparable identifying numbers. The test will be unannounced and the dates for the testing will be reasonably spread throughout the year. All employees and roles which may include safety sensitive functions will have an equal chance at being tested at any time, regardless of the number of previous selections.
2. Any employee notified of their selection for random alcohol and or controlled substance testing will be expected to proceed to the test site immediately. If an employee is performing a safety sensitive function at

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the time of their notification of the random test requirements, employee will be required to cease performing the safety sensitive function and proceed to the testing site as soon as possible however, an employee will only be required to submit to a random alcohol test if the employee is performing a safety sensitive function, is about to perform a safety sensitive function just ceased performing a safety sensitive function or is immediately available to perform a safety sensitive function.

iii. Self-Disclosure:

1. Employees may voluntarily self-disclose their need to seek a medical attention for alcohol and or drug dependence. At the time of self-disclosure, in accordance with the City's leave policies the employee will be relieved of their duties and placed on leave until the employee has completed the necessary treatment and provides the City with a note from the employees treating physician that includes every turn to work date and restrictions, if any. Employees who self-disclose alcohol and or drug dependence will be referred to Human Resources and the employee assistance program (EAP).
2. The City complies with the Americans with Disabilities Act (ADA) and, upon the employees return to work, the City will assist the employee in fulfilling their job duties, with or without reasonable accommodation. As a reasonable accommodation and in accordance with the ADA, employees in safety sensitive positions her return to work after self-disclosure of alcohol and or drug dependence will be required to undergo periodic drug and or alcohol testing for the subsequent 6-month period. Employees in safety sensitive positions are also subject to ongoing random testing for drugs and or alcohol as provided by this policy.
3. If an employee self discloses their need to seek medical attention foreign alcohol and/or drug dependence after the employee has been
    a. Randomly selected to submit to a drug and alcohol test;
    b. Directed to submit a post-accident drug and alcohol test; Or
    c. Directed to submit to a drug and alcohol test after the City determines it has reasonable suspicion that employees under the influence of drugs and/or alcohol, the employees required to submit to the drug and alcohol testing.
    d. Refusal to submit to drug and alcohol testing as directed under this policy is contact subject to termination, as provided in this policy. Testing positive for alcohol or controlled substances will result in an adverse employment action, up to and including

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termination, as specified in the City policy, subject to provisions of the ADA.

4. Further in accordance with the ADA, if at any time the City considers an employee to be a "current" drug user, after the employee has self-disclosed once, the City may take adverse employment action up to and including termination.

VI. Testing To Be Performed:

a. Drug testing is conducted by analyzing and employee's urine specimen at a lab certified by the United States Department of Health and Human Services and at a lab as designated by the Human Resources department. The employee will provide a specimen in a location that affords privacy. The "collector" divides the specimen into two bottles, known as split specimen, in the presence of the donor, seals and labels at, completes a chain of custody form, and prepares a specimen in accompanying paperwork for shipment to a Human Resource approved drug testing laboratory.

b. Upon verification of a positive test result, the City contracted Medical Review Officer (MRO) shall notify the employee of the right to have the split specimen tested within seventy-two (72) hours. The testing of the split specimen will be conducted at the employee's expense.

c. Testing will be conducted for prohibited drugs and drug metabolites in the following circumstances:
   i. Preemployment
   ii. Random
   iii. Return to duty/follow up
   iv. Post-accident
   v. Reasonable suspicion

d. The following prohibited drugs/drug metabolites will be tested for:
   i. Marijuana (THC)
   ii. Opiates
   iii. Phencyclidine (PCP)
   iv. Cocaine
   v. Amphetamines

e. Testing for alcohol will be conducted via breath alcohol test in the following circumstances:
   i. Preemployment (optional under DOT)
   ii. Random
   iii. Post-accident
   iv. Reasonable suspicion
   v. Return to duty

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CITY OF CELINA PERSONNEL POLICIES

Chapter 7 – Employee Conduct

VII. Whenever the term drug, drugs, or controlled substances is used in this policy, is in reference to the substances listed above. The City will not test for any other substances under this policy. The City may, however, test for other controlled substances pursuant to its general drug and alcohol policy non-DOT.

VIII. Test Results: All drug test results shall be reviewed and interpreted by a medical review officer (MRO) before they reported to the City. When a positive result is received, the MRO well contact the employee and conduct an interview to determine if there is an alternative medical explanation for the drug(s) found in their urine specimen. If the employee provides appropriate documentation and the MRO determines there is a legitimate medical reason for the positive results, the test will be reported to human resources or designee.

a. Test results will be classified as negative, positive, or test refusal:
    i. Negative- a verified negative is acceptable for drug testing period for alcohol, a verified test result below 0.04 is acceptable per DOT regulation.
    ii. Positive- the following test results shall constitute a positive result.
        1. Verified positive results
        2. Verified blood alcohol content (BAC) greater than 0.04
    iii. Test refusal- test refusals are considered positive test results.
b. An employee is considered to have refused to take an alcohol/drug test if:
    i. The employee fails to appear for a test within a reasonable time, as defined by the employer.
    ii. The employee fails to remain at the testing site until the testing process is complete and released to return to duty.
    iii. The employee refuses or fails to provide a breath or urine specimen as required.
    iv. The employee feels to permit and observed specimen collection when required.
    v. The employee fails to provide sufficient amount of volume with no valid medical explanation.
    vi. The employee fails or declines to take an additional drug/alcohol test as directed by the employer or collector.
    vii. The employee fails to undergo a medical exam/evaluation when required.
    viii. The employee fails to cooperate with any part of the testing process, i.e., refusal to empty pockets, wash hands, remove hat, are confrontational, etc.
    ix. MRO verification of test as adulterated or substituted.
    x. The employee refuses to sign step two of the alcohol test form (ATF)
    xi. The employee leaves the scene of an accident without just cause to submitting a test.

IX. Prescribed and Over The Counter (OTC) medications:

a. Exceptions to this policy may be made for employees that appear to be impaired by medication taken according to a prescription legal in the state of Texas and the employee's name, obtained from a licensed physician and used in the manner

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prescribed. The City of Celina reserves the right at all times to judge the effect that a legal drug, including medication not requiring a prescription, may have upon an employee's work performance and to restrict the employee's work activity or presence at the workplace accordingly. The City also reserves the right to have a physician of his choice determine whether a medication at the prescribed recommended dosage produces impairment or adversely affects the employee's work activity.

b. DOT regulated employees our responsible for discussing their job duties with their physician, expressly if they are DOT regulated employees.

X. Prohibited Activities:

a. Conduct that is Subject to Termination:

i. Employees, except police officers performing authorized law enforcement activity, will be subject to immediate termination of employment for any violation of this policy, including but not limited to:

1. Being impaired by or under the influence of alcohol or controlled substances when reporting to work, while on duty, while operating a City vehicle or City equipment or personal vehicle while conducting City business. The employee will be required to submit to a reasonable random or reasonable suspicion drug test at a City authorized testing facility.
2. Using, possessing, selling, purchasing, transferring, concealing, or transferring controlled substances anywhere on City premises at any time, weather on or off duty.
3. Using, possessing, selling, purchasing, transferring, concealing, or transferring alcohol in a City vehicle at any time.
4. Using controlled substances or consuming alcohol during the employee's scheduled work hours, including meal breaks and on call assignments.
5. Refusing to submit to a reasonable request for drug and or alcohol testing as directed by this policy.
6. The City will conduct an investigation in pending on the circumstances the City should allow a "last chance" under a "last chance" agreement in which the employee can opt to go to rehabilitation in return to work under probationary conditions, but this type of second chance is not required under Texas or federal law. Any "last chance" agreement, the employee must agree to submit to a monthly testing, a year probation and the employee is subject to immediate termination for any subsequent positive testing results.

b. Conduct Subject to Disciplinary Action:

i. Employees will be subject to disciplinary action up to and including termination of employment for any of the following reasons, including but not limited to:

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1. Using controlled substances or consuming alcohol outside of work hours while wearing City uniform or any apparel that would identify the individual as a City employee.
2. Being involved with drugs or alcohol off duty in any way that is damaging to the City's reputation, or in any way that is inconsistent with or in conflict with the performance of the employee's job duties.
3. Failing to report, as soon as possible, a job-related motor vehicle and or accident to the employee's supervisor.

XI. Education and Training:

a. Supervisors also shall be trained on the proper procedure for confronting and referring the employee for testing, which includes one hour of drug training and one hour of alcohol training for reasonable suspicion recognition. This training shall be conducted and coordinated by Human Resources.

XII. Responsibilities:

a. Managers/Supervisors:

i. Consistent Enforcement:

1. Managers and supervisors are responsible for consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by employees under their direct supervision will be subject to disciplinary action including but not limited to dismissal.

ii. Investigation of Reasonable Suspicion:

1. Managers and supervisors will request that an employee submits to a drug and or alcohol analysis when a manager supervisor has a reasonable suspicion, (see reasonable suspicion definition), that an employee is impaired by or under the influence of drugs or alcohol.
2. When reasonable suspicion exists, managers and supervisors may request, as part of an investigation, that employee removes any and all controlled substances from their being or possession. If an employee refuses to do so, the employees refusing to participate in the investigation. Anytime an investigation reaches a stage, both the Department Director and Human Resources Director or City Manager must be involved. Refusal by any employee to cooperate in an investigation is considered serious misconduct and may subject the employee to immediate dismissal from employment.
3. Managers and supervisors will not confiscate, without consent, prescription drugs or medication from an employee as long as the prescription is in the employee's name.

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b. Employees:
    i. Every City of Celina Employee is to do the Following:
        1. Report to work during regularly scheduled hours or "on call" not impaired by or under the influence of alcohol or controlled substances.
        2. Not possess or use or have the odor of alcohol or drug on their breath during work hours, breaks, meal periods, while on City property in an official capacity or while operating any City vehicle/equipment.
        3. Report any motor vehicle/equipment accident immediately to the supervisor.
        4. Not directly or through a third-party cell or provide drugs or alcohol to any person or any other employee while either employee or both employees are on duty, or on call.
        5. Submit immediately to reasonable requests for alcohol and/or drug analysis when requested by a supervisor.
        6. At the beginning of the work shift, declared to the supervisor or the use of any over the counter or prescription medication which may interfere with the safe and effective performance of their duties or the operation of City equipment.
        7. Provide within 24 hours of the request by the employer a current, valid prescription for any drug or medication identified when a drug screen/analysis is positive. If the prescription is not in the employee's name, the employee will be subject to discipline.
        8. Report any suspicious behavior which may be indicative of the use of alcohol or controlled substances to their supervisor.

XIII. Notification of Testing:

a. The City of Celina will notify each covered employee of this policy through new hire enrollment where they will be provided with information that will guide them to the location of this policy. Each employee will acknowledge in writing the receipt and understanding of this policy.
b. The City of Celina will notify each employee of the results of random, reasonable cause and post-accident drug and alcohol tests when the test results are positive period the employee will also be advised what drug class was discovered remove from performing a safety sensitive function.

XIV. Notification of Results:

a. Notification of test results-the City shall notify applicants of verified positive test results in writing. The City shall notify an employee of the results of random, reasonable suspicion, and post-accident/incident drug tests if the results are verified positive and which controlled substance(s) are verified positive. The City also will make reasonable effort to notify an employee who tested positive but is unreachable by the MRO. The

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employee shall be notified and instructed to contact the MRO within seventy-two (72) hours.

Test Results	Outcome
Negative dilute (creatine level is equal or greater than 5mg/dl)	Re-tests will be done observed
Negative dilute (creatine level is between 2-5mg/dl)	Re-tests will be done under direct observation
Fatal flaw/rejected	Re-tests will be done under direct observation
Invalid result (without medical explanation)	Re-tests will be done under direct observation
Primary is positive adulterated/substituted and split is unavailable or invalid	Re-tests will be done under direct observation
Primary is positive and split test fails to reconfirm	Test is considered cancelled
Primary is adulterated/substituted and split fails to confirm adulteration/substitution	Test is considered cancelled
primary is positive and split fails to confirm but is adulterated	Test is considered cancelled

XV. Confidentiality:

a. Laboratory reports or test results will be maintained in the Human Resources Department in a confidential medical file separate from the employee's official personnel file the reports or test results may be disclosed to City management on a strictly need to know basis and to the tested employee/applicant upon request. the City shall maintain records under this policy as mandated by DOT regulation. Disclosures, without patient consent, may also occur when:

i. The information is compelled by law or by the judicial or administrative process.
ii. The information has been placed at issue in a formal dispute between the City and the employee.
iii. The information is to be used in administering an employee benefit plan.
iv. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

XVI. Return to Work:

a. If an employee is on leave for 90 days or more, they are required to have a pre-employment test completed and passed prior to returning to duty.

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b. Applicants who tested more than 90 days prior to performing safety sensitive duties, must have a new pre-employment test performed and passed prior to performing safety sensitive duties.

XVII. Continuous Callback Employees:

a. Employees subject to continuous emergency callback are required to declare to their supervisor at the time they were called in the use of alcohol or controlled substances. Including prescribed or over the counter medication that might affect their ability to perform under the emergency. The supervisor will determine if the employee is fit to work and in what capacity. However, if an accident occurs the employee will be tested. If the test indicates, they were under the influence or impaired by controlled substance or alcohol dismissal will occur.

~~XVIII. Social Functions:~~

~~a.~~b. ~~Employees attending training and conferences may participate in social functions associated with the conference. This includes consumption of alcohol, so long as the employee's conduct does not reflect adversely upon the City. Employees who consume alcohol at these functions are encouraged not to drive; They will not operate a City owned or rented vehicle.~~

~~XIX.~~XVIII. Recreation Areas:

a. The user possession of alcohol outside of work hours at City recreation facilities is regulated by City ordinance and policies.

~~XX.~~XIX. Bar from Employment:

a. An applicant or employee who violates his policy or resigns in lieu of separation from employment due to a violation or suspected violation of this policy will be barred from employment with the City for a minimum period of six (6) months, depending on applicable departmental policies and employee's position at the time of violation or alleged violation.

~~XXI.~~XX. Consequences:

a. Employees found to be positive of drug/alcohol substance(s) will be removed immediately from performing safety sensitive functions.
   i. An employee who is tested and has alcohol concentration of 0.02 to 0.039 shall not be permitted to perform safety sensitive functions for minimum of twenty-four (24) hours and shall be disciplined under City policy. If a tested employee has an alcohol concentration of 0.04 or greater, their employment shall be terminated under the City drug and alcohol policy.
   ii. Employees and job applicants with positive results will be terminated from employment or have their offer of employment rescinded.

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iii. An employee's refusal to submit to a random test when notified, or failure to report to the testing site within one hour, shall be considered a test refusal. All test refusals (under DOT regulation) are considered positives and shall be terminated from employment under City policy.

iv. An employee's refusal to submit to a reasonable suspicion testing shall be considered a test refusal. All test refusals (under DOT regulations and City policy) are considered positives, and the employee will be terminated from employment under City policy. The date the test refusal occurs shall be the final workday for the employee, and they will not be eligible for discretionary benefits period.

v. Applicants who refuse to test or who yield a positive test result will not be considered for employment.

vi. The City will conduct an investigation and depending on the circumstances the City can elect to follow the federal stipulations under the United States Department of transportation rules and regulations for testing positive or if an employee refuses to test or elect to exercise the City's right to immediately terminate the employee.

~~XXII.~~XXI. Contact:

a. Questions regarding this policy should be directed to Human Resources.

~~XXIII.~~XXII. Disclaimer:

a. The City of Celina reserves the right to modify, alter, delete, suspend, or discontinue all or any part of this policy at any time, with or without prior notice to employees. Nothing in this policy constitutes a contract of employment, implied or expressed, and nothing in this policy alters the at will employment status of employees.

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CITY OF CELINA PERSONNEL POLICIES

Chapter 7 – Employee Conduct

7.05 Handguns and Firearms

I. Purpose:
   a. The purpose of this policy is to establish the rules and procedures governing the carrying of handguns and firearms by City of Celina employees in the course and scope of their employment.

II. Scope:
   a. This policy applies to all City of Celina employees.
   b. This policy governs the open or concealed carry of “handguns” and “firearms” as defined in section 46.01 of the Texas Penal Code.

III. Definitions:
   a. Handgun means any firearm that is designed, made, or adapted to be fired with one hand, as defined in section 46.01 of the Texas Penal Code.
   b. Firearm means any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use, as defined in section 46.01 of the Texas Penal Code. The term firearm includes a handgun.
   c. Licensed handgun holder means a person who is licensed pursuant to subchapter H, chapter 411 of the Texas government code.
   d. Premises means a building or a portion of a City building, as defined in section 46.035 of the Texas Penal Code. The term does not include any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area.
   e. For the purpose of this policy, an employee includes all City of Celina employees including all full-time, part-time, and temporary employees, and contract employees.

IV. Firearm and Handgun Policy:
   a. City Premises:
      i. City employees are prohibited from carrying a firearm onto City premises. The prohibition stated above shall not apply to a police officer or those persons who have written authorization to carry a firearm as part of their official duties.
   b. Vehicles:
      i. A City employee may transport or store a firearm in their personal vehicle in a City parking lot and/or space so long as the vehicle is locked, unless otherwise prohibited by law.
      ii. A City employee is prohibited from possessing or storing a firearm in any vehicle owned or leased by the City of Celina, regardless of whether the employee is a licensed handgun holder, unless the City employee is authorized to carry a firearm in a City vehicle as part of their normal course and scope of employment, such as a police officer.

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c. Prohibited Areas:
    i. It is violation for a City employee when performing City duties or functions to carry a firearm in any location where the carrying of the firearm is not authorized by law. An employee is also prohibited from carrying a weapon while on duty or at any time while engaging in City related business.
    ii. Prohibited weapons include, but not limited to, firearms, clubs, explosive devices, knives with blades capable of inflicting serious bodily injury or death by cutting or stabbing, brass knuckles, and the like.
    iii. An employee does not have an expectation of privacy, and the City retains the right to search for firearms and other weapons on all City property.
d. Restricted Access:
    i. Employees who have meetings with the public must be aware that those persons may openly carry handguns in public areas. If you have meetings with members of the public, the meetings should be conducted in spaces that are not designated for restricted access. Restricted access areas are any portions of the premises that the public is prohibited from accessing.

V. Intervention:
a. Except police officers, City employees are prohibited from questioning the public regarding whether a person holds a proper license. Only police officers may question a person who is carrying a handgun license as to whether the person holds the proper license under chapter 411 of the Texas government code.
b. Anytime another City employee carries a firearm/weapon onto City premises or any City vehicle (and is not authorized to do so), an employee should notify a supervisor in the supervisor will take the appropriate action necessary to resolve the situation.
c. If any person carrying a firearm/weapon displays erratic/concerning behavior or appears to be intoxicated, the City employee (regardless of location), should:
    i. Move to a safe location;
    ii. Dial 911 to alert please so they may dispatch assistance to the site; and
    iii. Notify a supervisor immediately.

VI. Enforcement:
a. a violation of this policy may result in adverse employee action, up to and including termination. Violations may also incur criminal penalties.

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CITY OF CELINA PERSONNEL POLICIES

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7.06 Workplace Violence

I. Purpose:
   a. The City strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide the appropriate response when and if such incidents occur.

II. Zero Tolerance:
   a. Harassment, intimidation, threats, threatening behavior, violent behavior, or acts of violence between employees or such action between an employee and another person that arises from or is in any manner connected to the employee's employment with the City, whether the conduct occurs on or off duty, is strictly prohibited.

III. Mandatory Reporting:
   a. Every City employee shall immediately notify their supervisor, Department Director, the Director of Human Resources, and/or the Police Department of any prohibited weapon they observed while on City property.

IV. Protective Orders:
   a. An employee, who applies for or obtains a protective or restraining order which lists City locations as being protected areas, shall mediately provide the Director of Human Resources and the City's Police Department a copy of the petition and declaration used to seek the order, a copy of any temporary protective or restraining order which has been granted, and a copy of any protective or straining order which has been made permanent.
   b. A City employee shall immediately advise their supervisor, the Department Director, and the Director of Human Resources of any protective or restraining orders issued against them.

V. Confidentiality:
   a. To the extent possible, while accomplishing the purpose of this policy, the City shall respect the privacy of reporting employees and will treat information and reports confidentially. Such information shall be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as might otherwise be required by law.

VI. City Property:
   a. For purposes of this policy, City property includes, but is not limited to, owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots, and surrounding areas, recreation parks and facilities, and swimming pools.

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VII. Documentation:

a. When appropriate, threats and incidents of violence and possession of dangerous weapons will be documented. Documentation shall be maintained by the Director of Human Resources and/or the Police Department.

VIII. Policy Violations:

a. Violations of this policy might lead to disciplinary action, up to and including termination of employment. Policy violations also might result in arrest and prosecution.

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7.07 Outside Employment

I. Purpose:
   a. To establish rules about outside employment.

II. Regular, full-time employees shall notify their supervisor before accepting additional employment outside City employment and shall be subject to certain restrictions as outlined below. Certain key Department Directors, division managers, and technical personnel might be expected to devote all their working energies and focus to the performance of their City duties and responsibilities. These employees might not be eligible to accept paid outside/off duty positions.

III. The Following Provisions for Outside/Off Duty Employment Applies:
   a. The City requires that an employee's activity and conduct away from the job must not compete or conflict with or compromise the City's interest or adversely affect job performance and the ability to fulfill all responsibilities to the City. These requirements, for example, prohibit employees from performing any services for customers on non-working time that are normally performed by City personnel. This prohibition also extends to the unauthorized use of any City tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any off duty/outside business during paid working time period employees who get paid for working for another public entity, i.e., county commissioner, or other boards, shall receive prior approval to use vacation time, compensatory time, or unpaid time off if paid time off is not available, if they need to be off work from the City and the time away falls within regular work hours.
   b. All full-time employees must obtain prior approval from their supervisor before any outside/off duty employment is undertaken. Employee request for permission to accept outside/off duty employment, shall submit an "outside employer agreement "and have the second employer sign the agreement before such employment shall be approved.
   c. Employees are cautioned to carefully consider the demands that additional work activity will create before requesting permission to seek or accept outside/off duty employment. Outside/off duty employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving work early, refusal to travel, or refusal to work overtime or different hours. If outside/off duty work activity does cause or contribute to job related issues, authorization might be revoked. Failure on the part of an employee to notify the supervisor of an outside/off duty employment might result in disciplinary action, up to and including termination.
   d. An employee shall not:
      i. Solicit, accept, or engage in concurrent outside employment that could reasonably be expected to impair independence of judgment in, or faithful

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performance of their official duties, and/or which substantially interferes with their ability to perform their job with the City.

ii. Personally provide services for compensation, directly or indirectly, to a person or organization that is requesting an approval, investigation, or determination from the department of which the employee is a member. An exception exists, with prior supervisory approval, for police officers that worked approved outside employment.

e. Employees shall not hold outside/off duty employment while on family medical leave (FMLA) or while receiving workers compensation benefits unless expressly authorized in writing in advance by their Department Director, Human Resources, and the City Manager. A record of such authorization must be placed in the employee's personnel file.

f. In some cases, part-time City employees hold primary employment elsewhere. In those instances, the employee shall comply with all City work rules, policies and procedures when working at the City.

g. If an employee becomes unable to perform the duties of their City job because of any injury or other incapacitation caused while in the employment of their outside/off duty job, the City, at its sole discretion, might reduce the benefits otherwise granted by these policies to whatever benefits the City deems to be reasonable.

h. This section shall be interpreted to comply with federal and state law regarding workers compensation, pension, or disabilities.

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7.08 Tobacco and E-Cigarette Products

I. Purpose:
   a. It is the intent of the City of Celina to provide a healthy work environment for its employees. Therefore, the City restricts the use of tobacco products in all City buildings, vehicles, and equipment and strives to develop a tobacco free environment.

II. Eligibility:
   a. The policy applies to all City employees while they're on duty, utilizing City vehicles or equipment, owned, or leased by the City or in City facilities.

III. Smoking:
   a. All City owned, operated, leased, or managed buildings shall be smoke free. All City owned or operated vehicles shall be smoke free.

IV. Smokeless Tobacco:
   a. The use of smokeless tobacco is offensive to many people, citizens, and coworkers alike. It is, therefore, the policy of the City to restrict the use of smokeless tobacco by City employees.
   b. The use of smokeless tobacco is restricted in City buildings, City vehicles or while employees are conducting City business with other employees, citizens, contractors, and interacting with the public - including special events. City departments may implement other restrictions regarding time and use of smokeless tobacco.

V. Disposal:
   a. An employee shall responsibly dispose of all waste products generated by their use of tobacco products. Tobacco should be disposed of properly, discretely, and in an enclosed container. Though other provisions of this policy allow the use of smokeless tobacco products. A supervisor may prohibit the use of smokeless tobacco products in any area where employees fail to responsibly dispose of waste products generated by the use of tobacco products.
   b. City employees who experience performance or personal difficulties while overcoming nicotine addiction may seek help through the City's health insurance programs or employee assistance program (EAP). Interested employees or supervisors may contact a representative from the Human Resources Department for assistance.

VI. Any violation of this policy may result in disciplinary action in accordance with the City's policies.

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7.09 Solicitation and Acceptance of Gifts

I. Solicitation:
   a. Solicitation of funds or anything of value for any purpose whatsoever will not be permitted of, or by, City employees on the job unless authorized by the Department Director. An employee is not required to make any contribution, nor may an individual be penalized in any way in connection with their employment according to their response to a solicitation. Any non-employee engaging in solicitation will be asked to leave the City premises.

II. Acceptance of Gifts:
   a. The purpose of the policy governing gifts two public employees is to regulate attempts to influence employees to use their authority or discretion to the advantage of the person making the gift and prevent criminal conduct per City policy.
   b. No officer or employee of the City shall accept, directly or indirectly any gifts, privilege or employment from any corporation, business or entity enjoying business from the City. The City recognizes that food items may be received from citizens and vendors as a thank you for service during holiday time and on other occasions. Such offerings are permissible and should be made for the enjoyment of everyone as available in that particular department, division, or work site.
   c. Items that are not consumable on the premises shall be returned, donated to a City program, or community organization or used as a door prize at a City event.
   d. This policy is not intended to prohibit the employee or department from accepting discounted values when carrying out departmental (nonpersonal) business or accepting courtesy is generally extended to business or governmental organizations within reason.
   e. Employees can attend events and sponsored events from citizens and vendors at the discretion of the employee's supervisor.
   f. Questions regarding acceptance of gifts should be channeled through ~~the Department Director.~~Purchasing Director~~e~~

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7.10 Dress and Appearance

I. Grooming, appearance, and personal cleanliness standards contribute to the morale of all employees and affect the professional image the City presents to citizens and visitors. A professional, businesslike atmosphere must be reflected in both conduct and dress. During business hours or when representing the City (including times when wearing attire with the City logo), employees are expected to present a clean, neat, and professional image.

II. Department Directors are responsible for communicating their expectations as it relates to portraying an appropriate image and for addressing any related concerns.

III. Appropriate Business Attire:
   a. All clothing must be neat, clean, in good condition, and appropriate for the position. Formal business attire is required for situations calling for more formal dress, such as during meetings with outside entities, council presentations and other occasions as determined by the Department Director.

IV. Inappropriate Attire:
   a. Tank tops, spaghetti straps, beach flip flops, and clothing with holes or frays are not permitted. This list is not all inclusive and only provides examples of prohibited items.

V. Grooming and Hygiene:
   a. Employees are expected to be in proper hygiene and grooming.

VI. Uniforms:
   a. The City supplies some employees with appropriate uniforms. Employees in jobs that require a uniform, will be told how and where the uniform can be obtained. The City will provide replacements when necessary. Uniforms must be clean and neat. City uniforms will not be used outside of work, for personal use, or by a third party. When the employee terminates employment with the City, uniforms and other City equipment must be returned in good condition before the final check is authorized. The employee will agree in writing to allow payroll deduction to cover the cost of lost or damaged City property and unreturned uniforms from the employee's final paycheck prior to deduction.
   b. Returning clothing upon employment termination:
      i. An employee shall return all City purchased apparel or uniforms upon termination from City employment except in those cases when the Department Director authorizes that the person retains selected clothing items that have been worn, do not contain any City identifiers, and determined to have no value to the City.

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VII. Dress Code Summary:

a. Business casual dress is a privilege and benefit provided to employees of the City in an effort to maximize work enjoyment while projecting a professional work image. As such, is everyone's responsibility to present a personal appearance that is professional and reflects well in the organization. Department Directors shall have discretionary authority to enforce expectations of dress and style appropriateness for the job and shall be responsible for addressing any policy abuse.

VIII. Dress Code Exceptions:

a. Unusual circumstances as approved by the supervisor, such as weather conditions, special work assignments, medical reasons, worksite conditions and/or unusual working hours or situations, may be sufficient reason to grant an exception to the departmental dress code.

IX. Tattoos and Body Piercings:

a. Some tattoos and body piercings are unacceptable for work at any time. The following list provides some examples, although it's not a complete list:
   i. No visible tattoos are allowed above the shoulders (excluding tattoos for natural looking cosmetic enhancement, such as eyebrows, lips, and eyeliners).
   ii. Tattoos that contain offensive words, messages, slogans, or pictures, including but not limited to those displaying nudity, sexual acts, gender, race, religion, disability, or natural origin, and/or maybe perceived to be gang related shall be covered and/or not visible while on duty.
   iii. Objects, articles, jewelry, or ornamentation of any kind shall be inserted, attached to, or through the skin if visible on the tongue, any part of the mouth or cheek.
   iv. Three sets of reasonably sized earrings may be worn in each lobe, but no expander.
   v. A single stud may be displayed in one nostril (septum piercings are prohibited), as long as such stud does not exceed 1 millimeter in size.
   vi. Any non-conforming piercings or insert shall be either removed or replaced with a clear insert.
   vii. For Police and Fire department sworn personnel, refer to department policies.

b. If an employee has a question about how the tattoo and body piercing policy is applicable to them, the matter should be immediately raised with their supervisor for consideration and determination.

X. In all cases, the City will make the determination as to acceptable dress, appearance, and grooming. Employees should direct questions about appropriate appearance or dress code to their supervisor, Department Director, or Human Resources. Employees in violation of this policy may be sent home. In such circumstances, non-exempt employees will not be paid for

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time missed and exempt employees will be required to make up the work time missed. The employees expected to return immediately to work. Employees whose grooming or personal appearance violates this policy may be disciplined, up to and including termination of employment.

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7.11 Vehicle Use

I. Purpose:
   a. The purpose of this policy is to establish the rules and procedures governing the assignment, use and reporting requirements of City vehicles including take home vehicles. This policy will implement both federal and state mandated regulations and City policy and procedures. City owned vehicles shall be operated in compliance with all applicable state and local laws and ordinances.

II. Eligibility:
   a. The Department Director may recommend a take home vehicle for an employee if the following criteria are met:
      i. The employee works in the Fire Department and has an assigned vehicle;
      ii. The employee works in the Police Department and has an assigned vehicle;
      iii. The employees on call and has an assigned vehicle; and,
      iv. The City Manager has given approval.

III. Definitions:
   a. Take home vehicle is any vehicle that is owned, leased, rented or otherwise under the care, custody, or control of the City and is taken from the City premises after normal working hours to remain in "home storage" overnight for the use of a City employee or authorized representative for a bona fide City purpose. Take home vehicles are either assigned to an employee by the Department Director or used by the employee for on call purposes.
   b. Bona fide City Purpose: A bona fide City purpose is conducting official City business only.
   c. Personal use is not allowed while the operator is on call. Family members and non-City employees are not allowed in a City take home vehicle. Any exceptions to this policy must be approved by the Department Director and City Manager. Any family members and non-City employees riding in a City vehicle must sign and agree to a waiver of liability to be kept on record with the Human Resources department prior to being in the vehicle. Depending on insurance liability age restrictions for riding in a City vehicle may be enforced. The transportation of non-City employees, as approved per policy, is allowed if the transport would lead to increase effectiveness and efficiency of the department such as a ride along program.
   d. Exempt Employees: According to federal guidelines and for the purpose of tax calculation only, certain vehicles and equipment, particularly emergency and utility service vehicles (normally not to include pickup trucks or vans), designated by federal law are exempt for the purpose of increased tax liability. This exemption means that the taxable income the employee assigned to one of these vehicles will not be affected.

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e. Home storage is defined as a vehicle kept at the employee's residence. Vehicles may be parked in the streets if unable to park in a driveway, and employees must avoid situations that would give rise to a legitimate complaint from neighbors, such as blocking streets, driveways, alleys, etc.
f. Non-Exempt Vehicles: According to federal guidelines and for purposes of tax calculation only, all other vehicles of the City that do not meet the criteria to be exempt vehicles are classified as "non-exempt". These non-exempt vehicles normally include pickup trucks and vans. By "non-exempt" the federal government means that a tax liability will be incurred by the employees to whom the use of the vehicle is assigned.
g. Handheld devices include but are not limited to cellphones without a hands-free device, radios, and navigation tools.
h. Tax Liability: An employee who has a non-exempt, assigned take home vehicle will have an assessment of $1.50 on each one-way trip and it will be added to their taxable income for each day of use. The assessed amount is added to the employee's taxable income only for the purpose of calculating the tax liability. The employees assign the use of a non-exempt take home vehicle will be responsible for the tax on the assessed amount. Specialized vehicles such as animal control vehicles with cages, marked Police and Fire vehicles are exempt from the taxation.
i. Assignment/reporting requirements for take home vehicles. Employees that are assigned to a take home vehicle, whether for daily use or on call basis, must be recommended by the Department Director and approved by the City Manager or their designee.

IV. Procedures:

a. Department Directors/division managers will prepare a written request which will indicate the individuals to be assigned vehicles, the length of the assignment, the location of home storage, the vehicle type and number in a bona fide City purpose for each assignment. This request will be reviewed annually by the Department Director, manager and accompanied by an acknowledgment form signed by the employee acknowledging having read and received this policy. Finance will submit the final list to the City Manager for approval.
b. Finance will be considered the primary repository for take home vehicle records and will be responsible for initiating the annual re approval process (generally October 1st).
c. Modifications that take home list will reported to finance.
d. For security purposes all records for police undercover vehicles will be maintained in the Police Department following approval by the City Manager.
e. If the vehicle that is assigned is non-exempt, the employee to whom it is assigned will incur the tax liability previously described. That employee will be also given the opportunity to complete a new W4 to adjust withholdings for this tax liability. For each pay period, the number of one-way commutes incurred for an employee assigned a

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non-exempt vehicle should be reported to finance with their biweekly timesheet and appropriate form.

f. Once an on-call assignment has been approved by the City Manager, new requests are necessary only when changes in status (i.e., New employee, reorganization of duties, employee moves, etc.) occur or as part of the annual review.

V. General Provisions:

a. City vehicles are to be used for conducting official City business. The City reserves the right to search those vehicles at any time, for any purpose. Employees have no expectation of privacy in City vehicles.
b. The operation of City take home vehicles by non-employees is not allowed.
c. All precautions shall be taken to ensure the safety and security of City vehicles. This includes, but is not limited to, locking all doors and/or compartments and properly parking vehicles in accordance with applicable laws and ordinances.
d. Employees authorized to take a vehicle home must drive the vehicle to and from work by the most direct route, without any deviation. The location of home storage for a City vehicle may not be further than 30 miles and/or 40 minutes' drive time or less from the City limits unless approved in writing by the City Manager.
e. Use of the City vehicle for going to and from lunch I'll be restricted within 10 miles of the City limits.
f. Carpooling to and from work and home in a City vehicle is not allowed. This restriction includes carpooling with other employees and non-employees. No children or family members may be in the vehicle. Other employees and non-employees may ride in a City vehicle as long as a bona fide City purposes. The City vehicle is not for carpooling or commuting on a regular basis.
    i. Example: inclement weather, ozone days, schools, and conferences, etc. Are acceptable reasons for carpooling.
g. If an accident occurs while taking a vehicle home, the employee and their supervisor shall report the accident to their manager or Department Director immediately. A drug and/or alcohol test will then be administered as described in the City's alcohol and drug policy.
h. City employees involved in an accident while not in the course and scope of employment are responsible for liabilities arising from the accident.
i. Employees and supervisors who fail to comply with the requirements of this policy will be subject to disciplinary action as described in City policies.
j. The Police and Fire Department may conduct ride along programs following their internal policies while following any City policies superseding departmental policies.

VI. Fuel Use:

a. The Department Director/manager shall make the decision as to who is eligible to use a fuel card, and he'll be eligible to fuel equipment. The Director/manager shall be

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responsible for card requests, transfers, replacements, and cancellation of fuel cards. All employee transfers or termination shall be reported immediately to the department and to finance.

b. Appropriate use of the fuel card program is to fuel only City owned or leased equipment and only for City business purposes. When interpretation is needed, the Director/manager will decide what City use will be. The card holder is responsible for appropriate use of fuel and the input of correct data at the fuel site. Any misappropriation of the fuel card program will subject employees to disciplinary action, up to and including employment termination and shall not exclude criminal prosecution.
c. The Director/manager shall be responsible for monitoring fuel use, fuel invoices, and reports. Monitoring includes knowing who is getting fuel, how much fuel, which vehicle/equipment is being fueled, and the type of fuel being dispensed. The date, time, and MPG of the vehicle/equipment being fueled also should be monitored. Irregular or questionable transactions must be rectified immediately.
d. Finance shall provide training to the Director/manager on how to use the fuel delivery system, how to monitor and understand the invoices and reports, and the critical and problematic areas needed monitoring.
e. The Director/manager shall inventory their cards and users quarterly to help control use. Employees who continue to input incorrect data into the card reader shall have their card for fuel pin terminated by the finance department after notification to the employee's Director/manager. Cards that are broken or do not work shall be replaced immediately by the finance department. Employee pins that do not work will be corrected immediately. Lost cards will be replaced after a 30-day waiting period. City employees shall deal with finance, not with the fuel vendor on matters regarding fuel cards, pins, or other related issues.

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7.12 Vehicle-Equipment Operating Standards

I. Purpose:
   a. To establish a policy covering minimum standards for the qualification of employees and applicants to operate City vehicles/equipment. Furthermore, to minimize the risk of vehicle/equipment accidents by improving the quality of drivers by permitting only those with the appropriate licenses and acceptable driving record to operate City vehicles/equipment. All employees authorized to operate City vehicles and motorized equipment (owned, borrowed, rented, or leased by the City), or who operate personal vehicles on City related business, shall meet and maintain minimum qualifications. This also applies to employees receiving a monthly car allowance, reserve police officers, and applicants for positions requiring the operation of City vehicles and equipment.

II. City Procedures:
   a. For those employees who drive during the course and scope of their employment, an audit of the employee's current driver's license, as well as the employee's driving record, can be reviewed annually by the Human Resources department through the appropriate agency.

III. Responsibilities:
   a. Employees who drive City vehicles or operate motorized equipment in the course of their employment shall be required to meet the following minimum conditions of eligibility for driving/operating privileges:
      i. Have reached the age of 18 years.
      ii. Be physically qualified to hold a driver's license and have the proven ability to drive and/or operate the equipment safely
      iii. Have a valid driver's license of the appropriate class, issued in the employee's current state of residency.
      iv. Wear seatbelts and other relevant safety equipment when operating City vehicles or motorized equipment when appropriate.
      v. Observe all City vehicle and traffic related policies.
      vi. Observe all laws and ordinances relating to the operation of City vehicles or motorized equipment.
      vii. Be responsible for the proper care and use of vehicles or motorized equipment as defined by department policy.
      viii. Employees using their personal vehicle for City related business shall comply with all current legal regulations such as insurance, inspection, and registration.
      ix. City employees may not use handheld devices while operating a City vehicle, whether the vehicle is in motion or stop. This includes, but is not limited to, answering, or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages. All motor

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vehicles must be legally and safely parked to operate handheld devices. Such restrictions for Police and Fire department personnel will be governed by Police and Fire Department policy.

x. City employees may use accessories or vehicle-based equipment which allows for handheld devices to be operated hands-free for voice calls only, so the driver may be able to maintain the use of both hands to control the vehicle. Vehicle operators are still required to use good judgment when using hands free equipment so as not to be distracted from maintaining control of the vehicle.

xi. Individual departments shall be authorized to restrict the use of hands-free equipment based on the operational needs of the department or vehicle size.

IV. Operator Standards:

a. Employees currently in a position requiring the operation of City vehicles or motorized equipment, or applicants for such positions, shall not be eligible for driving/operating privileges under any of the following situations:

i. Driver's license is currently suspended or revoked.

ii. Driving while intoxicated (DWI) or driving under the influence (DUI) of narcotics conviction within the past three years.

iii. Any serious violations such as reckless driving, endangering lives of others, racing, failing to stop and render aid, or negligent vehicular manslaughter within the past three years.

iv. More than three standard moving violations such as speeding, reckless driving, disregarding a traffic control signal, failure to signal, failure to keep right, following too close, etc. within the past three years.

V. Employee Procedures:

a. The following procedures shall be observed under this policy:

i. Employees operating City vehicles or motorized equipment must report to their supervisor, or designee, any accident involving these vehicles immediately following the accident.

ii. Employees shall submit to a drug and/or alcohol test if the accident involves third party bodily injury or property damage, or if it causes more than cosmetic damage to City property. Supervisors, or their designee, must drive employees to and from the testing facility. Refer to the personnel rules for more information regarding City's drug and alcohol testing policy.

iii. Employees who are in jobs that require driving/operating of City vehicles or motorized equipment shall report any driver's license suspensions to their immediate supervisor within 24 hours of the suspension.

iv. Failure to report license suspensions, failure to maintain the required driver's license, or failure to meet minimum driving record criteria will be sufficient

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grounds for removal from driving privileges and may subject the employee to disciplinary action.

v. All City employees may have their driving records reviewed by the Human Resources Department on an annual basis. The Human Resources Department will create a list that includes the employee's name, date of birth, and current driver's license number. The motor vehicle record reflects the past three years of a driving record. The appropriate department head will be notified of any employee whose driving record fits the criteria set forth in this policy.

vi. Employees who have been ruled ineligible to drive City vehicles or equipment due to their driving record shall be:

1. Assigned non-driving responsibilities within their department, if available; or
2. Transfer to another department and assigned non driving responsibilities if available; or
3. Dismissed, if neither of the above alternatives can be received within 20 working days. All non-driving responsibilities must have prior approval of the City Manager.

vii. Employees who receive a car allowance and become ineligible for driving privileges shall have their car allowance revoked and shall not be permitted to drive on City related business. Mileage reimbursement recipients who become ineligible for driving privileges shall be forbidden to drive their personal vehicle on City related business.

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7.13 Property and Equipment Use

I. Equipment:

a. The City may issue various types of equipment and property to employees i.e., credit cards, keys, tools, laptops, cell phone, etc. This equipment and property are for use while in City business only unless otherwise approved by the City Council or the City Manager. Employees are responsible for items issued to them by the City as well as items otherwise in their possession or control or used by them in performance of their duties. It is expected that employees will follow the policy set out relating to the use of City property at all times.

b. It is the employee's responsibility to ensure all equipment issued to them is properly maintained. If repair is warranted, the employee is to contact their supervisor and make the necessary steps to have the equipment/property repaired.Failure to properly maintain property/equipment shall lead to disciplinary action up to and including termination of employment. All equipment is to be accounted for in a manner that befits normal use and storage, such as inventories, engraving,and the like. For items valued in excess of $500, excluding automobiles, a departmental representative should be contacted to take digital photographs for the files.

c. Missing equipment shall be reported to the Celina Police Department and police report filed with a phone call to and a subsequent copy of the report forwarded to the Finance Department. Note: The Celina Police Department will conduct an independent inquiry into the matter. At no time shall a supervisor or an member of City management take any action in the matter without the advice and approvalof the City Manager and/or the Director of Human Resources.

d. Employees' use of City equipment/property does not limit the City's right to search said areas. The City has the right to search, for legitimate business purposes, City owned/leased vehicles, equipment, desks, file cabinets, and anything else owned and/or leased on behalf of the City. Employees shall have no expectation of privacy regarding any property owned by and/or leased on behalf of the City.

II. City–Issued Firearms and Badges:

a. It is responsibility of each department to maintain a list of all firearms and badges issued to its employees and for the disposition of the same, whether destroyed, retired, or returned.

b. Is responsibility of each employee upon separation of City employment, to return any and all City issued firearms and badges to the issuing department.

c. Upon separation of City employment of an employee, the affected department shall notify Human Resources of the separation and whether or not all firearms and/or badges have been returned.

i. If the equipment has not been returned the cost of items will be deducted from the final paycheck.

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d. Firearms not prohibited weapons under section 46.05, Texas Penal Code, and badges may be purchased by the individual police officer or by the surviving spouse, child, or parent upon the police officer separation from City employment.
e. The purchase price of the firearms and/or badges of police officers shall be established by the City Manager after receiving recommendation from the Chief of Police and may be less than the fair market value of the firearm and/or a badge.
f. All firearms and/or badges not disposed of in this manner shall be returned to the issuing department.

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7.14 Employee Identification

I. All City employees are issued an Employee Identification Badge with photo when they are hired. New employees receive their Employee Identification Badge during New Employee Orientation. Contractors who will be working on site as well as temporary seasonal and less than part-time employees will also be issued identification badges. Badges or employee identification are to be worn at all times while at work.

II. The employee Identification Badge is City property and can only be used for identification purposes and for employee access to City buildings. Cards cannot be used for obtaining privileges, or for any personal reasons, without the approval of the employee's Department Director. Misuse of the identification cards will be grounds for disciplinary action up to and including termination. Access to secure locations must be approved by the City Manager. The employee must wear the badge when engaged in City business unless working conditions make wearing the badge hazardous or impractical.

III. Employees wearing a department issued uniform are not required to wear an employee identification badge but must have the badge in their possession.

IV. The employee must wear the badge in City facilities and when dealing with the public. It must be worn so that the employee's name and photo are clearly visible. Old, faded, or damaged badges should be replaced as soon as possible.

V. If an employee loses their identification badge the employee should immediately contact Human Resources so that the card can be deactivated and replaced.

VI. Surrender of Identification Card upon Termination:

a. Employees will surrender their identification cards upon termination of employment. The Department Director or their designee shall be responsible for collecting the department employee's identification card notifying human resources to deactivate the card and returning the card to Human Resources.

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7.15 Technology and Social Media

I. Purpose:
   a. This policy outlines the appropriate use of all electronic and telephonic communication systems, including, but not limited to, computers, telephones, the Internet, email, voicemail, pagers, and all communications and information transmitted by, received from, or stored in City owned or leased systems.

II. Scope:
   a. This policy applies to employees, contractors, consultants, temporary employees, and other workers at the City, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by the City.

III. Policy:
   a. All news releases by City employees will be approved prior to their release by the City Manager and Mayor, as applicable. The public information officer for the city will be the Mayor and/or City Manager or designee. Only the City Manager or their designee is authorized to respond to information about the City that is posted to sites not maintained by the City. The Police and Fire public information officers or their designee may also post and respond to sites maintained by their respective departments.
   b. City property. All Internet/intranet/extranet-related systems, including but not limited to computer equipment, telephone equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP are the property of the City and as such are to be used for the purpose related to an individual's job with the City, subject to exceptions noted below. For security and network maintenance purposes, authorized individuals within the City may monitor equipment, systems, and network traffic, including but not limited to network accounts providing electronic mail, at any time. The City reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.
      i. The City shall not be liable for users' inappropriate use of electronic communication resources or violations of copyright restrictions, user's mistakes or negligence, or cost incurred by users. The City shall not be responsible for ensuring the accuracy, age, appropriateness, or usability of any information found on electronic resources, including the Internet.
      ii. The City system is provided on an "as is, as available" basis. The City does not make any warranties, whether express or implied, including, without limitation, those of fitness for a particular purpose with respect to any service provided by the system and any information or software contained therein. The City uses a variety of vendor supplied hardware and software. Therefore, the City does not warrant that the functions or services performed by, or that information or software contained on the system will meet the systems user requirements.

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Neither does the City warrant that the system will be uninterrupted or error free, nor that defects will be corrected.

iii. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the system are those of the providers and not necessarily the City. The City will fully cooperate with local, state, or federal officials in any investigation concerning or relating to misuse of the City's electronic communication system.

c. Personal Use:

i. Do not expect privacy. The City allows incidental and occasional personal use of the communications system covered by this directive provided that such use does not adversely affect City business uses and/or productivity and does not involve unlawful or unprofessional activities. The City may access, read, monitor, etc., any communication if it chooses to do so. Incidental and occasional personal use of the system is allowed during nonworking hours (before work, during lunch and after normal working hours) only to the extent such use:

1. Imposes no tangible cost on the City;
2. Does not unduly burden the City 's computer network resources; and
3. Has no adverse effect on employee's job performance.

ii. When an emergency requires an employee to make a receive personal calls during business hours, every attempt should be made to limit the calls to five minutes. City communications system including email should not be used to conduct personal business. Ethical behavior of government employees in the appropriate use of government resources applied to the use of electronic communications and computer systems supplied by the City.

d. Permission to Photograph: Employees agreeing to this handbook give consent to the City to record, videotape, and photograph their image and voice to be used in the following ways, but not limited to, company intranet accessible by employees only, company internet accessible via the World Wide Web by anyone, printed employee newsletter, emailed employee newsletter, printed client or customer newsletter, social media accounts maintained by the City or City departments, printed annual reports, open records requests and other released and internal technologies utilized by the City. Employees understand that no special compensation will be provided to them for the use of their image and that they may or may not be informed in advance or at all in the specific use of their photos, recordings, images, videos, audio recordings, or any other forms of media used by the City.

e. Security and Confidential Information: User accounts are not to be shared. Passwords must be kept secure and adhere to the City password policy. All systems, laptops, and workstations should be secured with a password protected screensaver with the automatic activation featured set at 10 minutes or less, or by locking the system when the host will be left unattended. Postings by an employee from a City email address to

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newsgroups should contain a disclaimer stating that The opinions expressed are strictly their own and not necessarily those of the City, unless posting is in the course of business duties. All hosts used by the employee that are connected to the City internet/intranet/extranet, Whether owned by the employee or the City, shall be continually executing approved virus- scanning software with a current virus database unless granted an exception by the information technology department. Employees must use extreme caution when opening an email attachment received from unknown senders, which may contain viruses, email bombs, or Trojan horse code. The Director should monitor departmental use of the Internet and email, the Director may revoke an employee's access to such systems at any time.

f. Privacy and Open Records: An employee does not have privacy right in any matter created, received, or sent via City owned or leased systems. The City reserves the right, without advanced notice in at any time, to monitor, access, delete, or disclose any messages or documents created, receive, sent, or stored via the City owned or leased systems. The City is subject to open records requests and any information on a City computer may be subject to the right of discovery through the Texas public Information Act.

g. Program Installation: All programs installed on computers must be fully licensed for that computer. No personal or downloaded programs are to be installed unless granted an exception by the Information Technology department.

IV. Internet and Email Usage:

a. The City of Celina's presence of social networking outlets will be administered by the City Manager or their designee(s). Under certain circumstances, a City department or division might want to create and maintain a presence on a social networking outlet. Such requests must come through the Department Director and be approved by the City Manager prior to implementation. Sites that followed this policy may be removed at any time.

i. Discrimination and Harassment: Use of the Internet is a revocable privilege and may be withdrawn if used inappropriately. Creating, sending, forwarding, or storing Internet or email messages or documents (including, but not limited to, email message signature lines, sayings, and quotations) which are offensive, intimidating, harassing, disparaging, or hostile on the basis of race, gender, color, religion, national origin, disability, age, political beliefs, pregnancy, or any legally protected status is grounds for disciplinary action, up to and including termination. The City does not allow connections to sites that contain sexually explicit material. Use of such sites on City owned or leased equipment may Lead to disciplinary action, up to including termination.

ii. Open Records and Privacy: Electronic messaging systems as well as other computer systems are subject to the right of discovery in legal actions brought against the City and through the Texas Public Information Act. This means that

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outside parties may have access to the information stored on the City system and as a result, such information may become public knowledge through no action in the City. Additionally, each employee should assume that every Internet site that is visited would capture their electronic address, which can lead back to the City.

iii. Unacceptable Use: The following activities are, in general, prohibited. Employees may be exempt from these restrictions during the course of their legitimate job responsibilities (i.e., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services). Under no circumstances is an employee of the City authorized to engage in any activity that is illegal under local, state, federal, or international law while utilizing City resources. The list below is by no means exhaustive but constitute an attempt to provide a framework for activities which fall into the category of unacceptable use.

iv. While posting on social media employees need to be careful not to post anything that will bring negatively, disparage the City, or have a negative effect on the City's operations or reputation.

V. System and Network Activities:

a. The following activities are strictly prohibited with no exceptions:

i. Violations of the rights of any person or City protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of pirated or other software products that are not appropriately licensed for use by the City.

ii. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which City or the end user does not have an active license is strictly prohibited.

iii. exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.

iv. Introduction malicious programs into the network or server (i.e., viruses, worms, Trojan horses, email bombs, etc.).

v. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.

vi. Using a City computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.

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vii. Making fraudulent offers of products, items, or services originating from any City Council.
viii. Affecting security breaches or disruption of network communication. Security breaches include, but are now limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, disruption includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, in forged routing information for malicious purposes.
ix. Port scanning or security scanning is expressly prohibited unless prior approval from the information technology department is received.
x. executing any form of network monitoring which will intercept data not intended for the employee's host unless this activity is part of the employee's normal job/duty.
xi. Circumventing user authentication or security of any host, network, or account.
xii. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
xiii. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the internet/intranet/extranet.
xiv. Providing information about, or lists of, City employees to parties outside of the City.
xv. Submitting, publishing, or displaying any defamatory, inaccurate, racially offensive, abusive, obscene, profane, sexually oriented, or threatening materials or messages, whether public or private.
xvi. Using the network for financial gain or for commercial activity.
xvii. Personal communication denigrating your employer, cyber smearing, or cyber bullying of other employees.

b. Email and Communication Activities:
i. Sending unsolicited email messages, including the sending of junk mail or other advertising material to individuals who did not specifically request such material (email spam).
ii. Any form of harassment via email, telephone, or paging, whether through language, frequency, or size of messages.
iii. Unauthorized use, or forging, of email header information.
iv. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
v. Creating or forwarding chain letters, Ponzi, or other pyramid schemes of any type.

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vi. Use of unsolicited email originating from within the City's network of other internet/intranet/extranet service providers on behalf of, or to advertise, any service hosted by the City or connected via City's network.

vii. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

viii. Attempting to read, delete, copy, or modify the electronic mail of other system users, deliberate interference with the ability of other system users to send/receive electronic mail, or the use of another person's user ID and/or password is prohibited.

c. Blogging:

i. Blogging by employees, whether using City property and systems or personal computer systems, is also subject to the terms and restrictionsset forth in this Policy. Limited and occasional use of City's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate City'spolicy, is not detrimental to City's best interests, and does not interferewith an employee's regular work duties. Blogging from City's systems is also subject to monitoring at any time.

ii. City's employees are prohibited from revealing any City confidential or proprietary information when engaged in blogging.

iii. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of City and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing comments whenblogging or otherwise engaging in any conduct prohibited by City's policies.

iv. Employees may also not attribute personal statements, opinions or beliefs about the City when engaged in blogging. If an employee is expressing his or her beliefs and/or opinions in blogs, the employee may not, expressly, or implicitly, represent themselves as an employee or representative of City. Employees assume any and all risk associated with blogging.

v. Apart from following all laws pertaining to the handling and disclosure of copyright or export-controlled materials, City's trademarks, logos, and any other City intellectual property may also not be used in connection with any blogging activity.

VI. Illegal Activities:

a. Employees use of the City owned or leased electronic and telephonic communication systems, including telephones, the Internet, e-mail, voice mail, and pagers must comply with all other Administrative Directives of the City and any established departmental policies. Illegal activities discovered by monitoring or

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auditing activities may be brought to the attention of the appropriate governmental agency or other persons.

b. Improper or unethical use may result in disciplinary actions consistent with City policies and procedures and, if appropriate, the Texas Penal Code, Computer Crimes, Chapter 33, or other state and federal laws. This may also require restitution for costs associated with system restoration, hardware, or software costs.

VII. Enforcement:

a. Access to the City's electronic communications system is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the system and shall agree in writing to comply with such regulations and guidelines. Noncompliance with applicable regulations may result in suspension or termination of privileges and other disciplinary action consistent with City policies. Violations of law may result in criminal prosecution as well as disciplinary action by the City, up to an including termination of employment.

VIII. Definitions:

a. Blogging: writing a blog. A blog (short for web log) is a personal online journal that is frequently updated and intended for general public consumption.
b. Spam: unauthorized and/or unsolicited electronic mass mailings.
c. Host: a machine that communicates via a network, includes servers and clients.
d. Ponzi: a fraudulent investment operation that involves paying abnormally high returns(profits) to investors out of the money paid in by subsequent investors, rather than from net revenues generated by any real business. It is named after Charles Ponzi.
e. Trojan horse: a program that installs malicious software while under the guise of doing something else.
f. Worm: a program that replicates itself over a network and usually performs malicious actions.
g. Email Bomb: sending huge volumes of emails to an email address.

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7.16 Travel and Meetings

I. Purpose:
   a. This section establishes City policy regulating travel, meetings, entertainment, personal care, mileage, and/or other expenses incurred by employee who are authorized to officially represent the City at various conferences, meetings, conventions, seminars, and other functions.
   b. This policy provides uniform guidelines and procedures for submission and processing of expenditure requests and ensures proper accounting for approved allowable expenses, including travel advances, per diem meals, and incidentals, City credit card charges, and cash expenditures made for the purpose herein defined on behalf of the City.
   c. This policy is applicable to all City employees regardless of the source of funding.

II. Responsibilities:
   a. The Department Directors/managers are responsible for communicating and administering the provisions of this policy to employees and approving expenses as legitimate business items. Non-exempt employees are compensated in accordance with the prevailing wage and hour laws.
   b. The Director of Finance is responsible for the overall administration of expenditures regarding this policy. Department Directors/managers are responsible for monitoring the travel and meeting expenses of their employees.
   c. The Director of Finance and Department Directors/managers, as well as all employees, shall have the responsibility to report any abuse and/or misuse of travel funds to appropriate management.

III. Expenses:
   a. Expenses shall consist of the actual costs that are reasonable, prudent person incurs related to travel and meeting attendance, excluding per diems. All expenses must be directly related to City business.
   b. Employees are expected to be conservative in their expenditures as if they were paying such costs.
   c. The expenses shall be rejected if required documentation is not provided. Original, detailed receipts must be turned in on all reimbursable expenditures with exception of tips, per diem meals, and incidentals. Per Diem includes the cost of meals, tips, and incidentals. Documentation is a service-provided name or logo- printed receipt, where available. Expenses incurred *not* in accordance with this policy are the employee's responsibility.
   d. Allowable Living Expenses: Actual living expenses, within specified limits, may beclaimed by all City employees when they are representing the City of official business that requires an overnight stay away from Celina. Living expenses includesuch items as hotel room, tips, parking, and ground transportation.

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e. Hotels/Motels: The City will pay for local hotels greater than 40 miles away or if there are early/late meetings as part of the function. The City will pay actual expenses for hotels, motels, or other lodging for the actual number of days of the conferenceor other meetings, plus allowance for travel time. The City will pay for a single room. Lodging per night will not exceed actual room cost plus tax and tips.
    i. Internet Service: Where not provided for free, the City will pay reasonable Internet service costs where the Internet is used for City business.
    ii. Parking: Employees may claim actual parking expenses.
    iii. Ground Transportation: Employees may claim reasonable, actual ground transportation expenses including shuttle, taxis, and Uber services.
    iv. Tips/Gratuities: Tips and gratuities are allowed and are consideredreasonable when paid at the rate of 15% of the meal cost and $1.00 per piece of luggage, except when traveling under per diem.
    v. The City will not pay or reimburse registration fees, meals, and travel expenses of spouses, children or significant others who accompany employees to conferences of other business-related events.
    vi. The City will not pay or reimburse registration fees, meals, and travel expenses, or cancellation fees or penalties assessed for personal reasons unless emergency in nature.
f. Meals: When officially representing the City that requires an overnight stay.
    i. Per diem should be requested two weeks prior to the trip date.
    ii. Per diem rates may be found at: www.gsa.gov/perdiem. The City will use the first and last day amount, which equals 75% of the full day amount. All other days are paid at 100%.
        1. Employees may use their City issued cards to pay for registration, transportation, and hotel stay. All receipts must be detailed.
        2. Where meals are provided at conferences and included in the registration fee or per diem shall not be allowed. A continental breakfast consisting of pastries and coffee/juice is not considered a meal.
        3. In instances where a per diem advance was made and the trip was not taken, the employee shall return the funds to the finance department for credit to the City.
g. Day Travel: Defined as travel that does not require an overnight stay (whether in state or out of state), the City will not reimburse employees in a purchasing card should never be utilized. It is the responsibility of the employee to provide their own meal if attending training that does not require an overnight stay.
h. Business Meal/Entertainment: Business meals are for executive level employees or their designee to conduct official business with an outside business representative. Business meals are not applicable to a group of employees going out to eat. To be a reimbursable business meal, the meal must be one that is:

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1. Nonroutine in nature;
2. Is entertainment that has a clear business objective which will benefit the City; or
3. Involves a client, official or customer and an executive level employee or their designee.

ii. In addition, to be reimbursable business meal must fall within one of the following tests:

1. Directly related test: the meal must satisfy all of the following
   a. The main purpose of the combined business and meal is active conduct of business
   b. Business is actually conducted during the meal., and
   c. There is more than a general expectation of deriving income to the City, lowering city expenses, or some other specific City benefit at some future time.
2. Associated test: the meal must satisfy all of the following:
   a. Associated with the active conduct of the City's business, and
   b. Directly before or after a substantial business discussion.

iii. Expenses that are lavish or extravagant under the circumstances are not allowed. The IRS identifies online *What Entertainment Expenses Are Not Deductible.* (https://www.irs.gov/publications/p463) A~~a~~n employee must consider all the facts, including the nature of the business transacted and the reasons for conducting business during the entertainment. It is not necessary to devote more time to business than to entertainment. However, if the business discussion is only incidental to the entertainment, the entertainment expenses do not meet the directly related test.

iv. Approved business meal expenses, including the expenses of non-employees at the meal, will be reimbursed, provide the circumstances are considered to be conductive to a business purpose, and the meal meets all the criteria stated. The City will not reimburse expenses for alcoholic beverages. A business meal form will need to be completed in an employee will need to provide a detailed receipt, names of all individuals in attendance, identify the various business relationships involved, and a summary of business discussed. The documentation is required to ensure that the city meets the requirements established by the IRS. Absence of the documentation will lead to the expense being denied and the employee will be responsible for the charges.

i. Group Meals: In order to be reimbursable, group meals are considered to be occasional, infrequent, and non-routine meals that are provided to a group of employees, such as employee picnics or retirement parties, and are considered by the IRS to be a nontaxable de minimis fringe benefit. Group meals may also include such things as occasional provision of coffee, Donuts, or soft drinks or a meal that is provided to promote goodwill, boost morale, or to attract prospective employees to the town.

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i. To be reimbursed table expenses or charged on a purchasing card, the cost related to the group meal must be approved by the Department Director. a separate document will be required in processing group meals in the finance department to meet the IRS requirements. Group meals should never occur during overnight travel as per diem per employee has been provided. Employees will need to provide a detailed receipt, names of all individuals in attendance, and a reason for the group meal.

ii. The only meals allowed on a purchasing card is a group meal or business meal. No other meals, snacks, or drinks are allowed on your purchasing card. The City will not reimburse expenses for alcoholic beverages.

j. Other Living Expenses: The cost of alcoholic beverages, laundry/dry cleaning, in remove movies, personal tours, fitness center fees, personal entertainment, and spouse and other family expenses are specifically excluded from reimbursement.

k. Transportation Expenses: Employees will use the most economical form of transportation available. When submitting reports, employees shall submit the completed comparison of the available modes of transportation for review.

l. Other Transportation: When requesting air transportation, the employee shall request the least expensive cost. The employee may choose to travel first class, but the City will pay only for coach class. Accommodations must be booked in a timely manner to ensure coach classes available. Upcharges (first class, business class) must be reimbursed at the time of the expense.

m. Vehicle Transportation: Employees also may use a personal car for travel. Actual mileage shall be calculated in miles from the worksite or residence depending on where the employee departs from, to the destination. Any other mileage is considered as part of the normal commute to work period the City shall reimburse the lesser of:

i. Actual mileage to and from the destination multiplied by the current IRS rate per mile; or

ii. The roundtrip costs of the most reasonable alternative conveyance, i.e., airfare that would be spent for each employee traveling to the destination in the vehicle. Employees receiving auto allowance are reimbursed at a reduced rate for mileage in excess of fifty (50) miles each way.

n. City Vehicles: City vehicles may be used at the discretion of the Department Director/manager when costs are not in excess of the cost of airfare and site transportation combined or when air transportation is not available or impractical. Directs expenses i.e., gasoline, oil, etc., associated with the use of a city vehicle shall be reimbursed with paid receipts.

o. The employee who receives a car allowance will not be reimbursed for the first 50 miles each way when traveling in their personal vehicle.

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IV. Expense Reports:

a. All employees must get prior approval from their Department Director.

i. A per diem advance form should be used to request per diem and resubmitted with all expenses upon return to balance out travel expenses.

ii. When it becomes necessary that an employee travel in the interest of the City, the Department Director/manager may request a travel advance. This request may be made on the travel advance/expense report and should contain the name of the traveler, purpose for the trip, date(s), and other pertinent information. This request should be prepared and submitted at the earliest practical time, but preferably no later than fourteen (14) full working days prior to departure.

V. Paid Time:

a. Attendance at lectures, meetings, training programs, and similar activities will be counted as working time unless all four (4) of the criteria are met:

i. It is outside normal working hours;

ii. It is voluntary;

iii. It is not job related, and

iv. There is no other work that is concurrently performed.

b. Travel that keeps an employee away from home overnight as travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on non-working days. Time is NOT considered work time is the time spent in travel away from home outside regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

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7.17 Employee Arrest

I. In the case of an arrest of a City employee, the following procedure shall be followed:
   a. Employees shall ensure their supervisor is notified within twenty-four (24) hours of the arrest and prior to returning to work.
   b. Upon notification of the employee's arrest, the Department Director/manager shall notify the Director of Human Resources, the City Manager, and the Legal Department.
   c. If an employee fails to contact their supervisor, corrective disciplinary action and/or termination of employment will occur.

II. Employees, who are unable to report to work because of arrest or incarceration, must nonetheless contact their supervisor and we will be placed on unpaid leave of absence for up to two (2) workdays/shifts. If an employee is unable to secure bail after two (2) workdays/shifts, the employee shall be considered to have abandoned their position. If the employee is freed on bail, their Department Director, the Director of Human Resources, the City Manager, and the Legal Department will decide whether, or not active employment is appropriate pending final disposition of the charges.

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Chapter 8 – Risk Management

8.00 General Safety and Risk Management Policies

I. General Safety Policies:
   a. The success of the City Safety and Risk Management program depends on the efficient and effective use of resources to maintain high quality services for the citizens of our community. Our most important resource is our employees; and to protect this resource, we are committed to providing a safe and healthy workplace for all employees by establishing and maintaining an effective safety, accident prevention, and overall risk management program. Safety is, and will continue to be, a fundamental part of our organization's operations.
   b. The responsibility for safety limiting risk resides within all employees, and each is challenged to stay informed and to take responsibility for their own safety and the safety of their coworkers. To ensure the success of the safety process, every employee must give their full participation and support to the safety and risk management policies and procedures that have been developed to protect employees.

II. Responsibilities:
   a. The Department Directors, Finance and Human Resources, or their designee, has the responsibility to implement and administer this Safety/Risk Management Programs and assign tasks as defined in the individual components.
   b. Managers are responsible for providing a place of employment that is free from hazards that could result in injuries or accidents. Since it is impossible for managers to personally observe all employee activities, they must ensure that all supervisors and employees alike are trained and are aware of their safety responsibilities. Other safety responsibilities for managers includes the following.
      i. Provide leadership and direction concerning safety/risk management activities.
      ii. Be proactive and continuous evaluation of the safety/risk management program.
      iii. Set goals concerning safety performance/risk management within their department.
      iv. Review losses for potential trends on a regular basis.
      v. Enforce all safety/risk management rules.
      vi. Participate in facility and worksite safety/risk management audits.
      vii. Participate in support in all Accident Investigation activities.
      viii. Review accident reports and recommend corrective action.
   c. Supervisor Safety Responsibilities:
      i. Safety is as much a part of the supervisor's responsibility as is getting the job done efficiently. In addition to the aforementioned responsibilities of managers, the important safety/risk management responsibilities of each and every supervisor also include the following:

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

1. Familiarize themselves with, and enforcing, the safety rules and regulations that have been established by applicable local, State, and Federal organizations. These regulations are intended to set minimum standards for safety, and the contents of all regulations must be enforced as minimum safety/risk management requirements for all activities on City worksites and in City facilities.
2. Correct, or have corrected, all reported hazards. Operating under known hazards shall not be tolerated.
3. Do not permit new or inexperienced employees to work with power tools, machinery or complex equipment without proper instruction and training.
4. Give adequate safety instructions. Do not assume that employee knows how to do a job unless knowledgeable in safety rules and regulations that they can perform the job task(s).
5. Ensure tools, equipment, and machinery being used in the workplace are in proper working condition.
6. Ensure the proper personal protective equipment (PPE) Is available and used by employees when necessary and required.
7. Always sets a good example in safety such as wearing the proper personal protective equipment and following established safety policies and procedures.
8. Consistently and proactively enforce all requirements of the City's safety program and all associated rules and policies.
9. Ensures that all employees have access to a copy of the City's safety policies.
10. Encourage safety/risk management suggestions from employees.
11. Obtain prompt first aid for injured employees.
12. Participate in accident or incident investigations.
13. Conduct audits of all work areas and facilities on a regular basis in an effort to improve housekeeping, eliminate unsafe conditions, and encourage safe work practices.

d. Employee Safety Responsibilities:
   i. Safety is much a part of the employee's responsibility as is the supervisor's responsibility in getting the job done efficiently and safely.
      1. Know the job, follow instructions, and think before they act.
      2. Use appropriate personal protective equipment as dictated by the job and the policy.
      3. Work according to written safety practices as trained, posted, instructed, and/or discussed.
      4. Refrain from any unsafe act that might endanger them, fellow workers, or the public.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

5. Never take shortcuts and use all safety devices provided for protection.
6. Report any unsafe situation or act to their supervisor immediately.
7. Assume responsibility for thoughtless or deliberate acts that may cause injury to them, or fellow workers, or the public.
8. Never operate equipment that they are unfamiliar with or not trained/licensed to use.
9. Report all accidents/incidents to their supervisor immediately.
10. Report all hazardous conditions, actions, and/or practices to their supervisor.
11. Work areas, including the inside and outside of vehicles and buildings, shall be kept clean and orderly at all times.
12. Employees shall only operate equipment/tools that they are trained and authorized to operate.
13. Employees shall use all safety devices and personal protective equipment provided for their protection.
14. Employees shall use assisted at lifting devices or obtain assistance from a co-worker when lifting heavy objects.
15. Before starting work on any machine or equipment that is out of service, employees shall render the equipment or machine inoperable and attach a lockout device to the equipment control. Guards shall never be removed except when authorized to make repair or adjustments. Replace guards immediately upon completion of work.
16. Employees shall not engage in practical jokes or horseplay.
17. During work hours, personal telephones should only be used for high priority personal communication and not for mere casual use. If a phone is to be used for work in a vehicle, the vehicle should be safely stopped, preferably off the road, and placed in park prior to receiving or placing a call.

III. Risk Management:

a. The goal of risk management is to limit injury or damage to persons, employees, and property within the City of Celina. The mission is to reduce the liability to the City in the form of safeguarding the public and employees from claims against the City that can be prevented by effective policies.
b. All Department Directors/managers are responsible for developing and implementing risk management policies specific to their function, including but not limited to, safety clothing and equipment, footwear, hard hats, gloves, eye and ear protection, safety vests and the like. All employees are required to follow risk management policies and attend safety meetings as required.
c. Supervisors shall follow all safety rules and advise those they supervise of such rules per their particular function. Supervisor shall observe employee's actions for safety and

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

advise them accordingly.

IV. Disciplinary Action:

a. Violation of any of the above policies may result in disciplinary action in accordance with established City policy.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 8 – Risk Management

8.01 On the Job Injury/Workers Compensation

I. Definitions:

a. Course and scope of employment as defined by the Texas Workers Compensation Act, means "an activity of any kind or character that has to do with an originated in the work, business, trade, or possession of the employer and that is performed by an employee while engaged in/about the furtherance of the affairs or business of the employer". The term includes activities conducted on the premises of the employer or at other locations.

b. Job related illness, injury, or medical condition is an illness, injury, or medical condition which occurred as a result of the employee performing the assigned duties of their occupation within the course and scope of employment.

c. Maximum medical improvement is defined as follows, whichever comes first:

i. One hundred and four (104) weeks from the date disability benefits began to accrue.

ii. The date a doctor certifies that, based on reasonable medical probability, the injured worker can no longer reasonably anticipate further recovery or lasting improvement from a compensable injury.

d. Modified duty assignment is temporary assignment of an employee with a job-related illness, injury, or medical condition to duties that can be performed within the limitations of the employee's medical condition. Modified duty assignment, however, maybe for as little as one (1) week and is based on actual need for the work to be done. Modified duty assignments are only for the employees with job related illness, injuries, or medical conditions unless a part of an accommodation under the Americans with Disabilities Act (ADA).

e. Workers' compensation benefits are temporary income benefits (TIBs) provided under the Texas workers compensation act starting on the eighth (8^{th}) day of inability to work.

f. Supplemental workers compensation income is additional income provided by the city to all full-time and part-time employees to make up the difference between workers compensation benefits and gross earnings. This includes the seven (7) calendar days prior to being paid workers compensation. All injured employees may qualify to be on salary continuation for up to six (6) months, depending on the circumstances.

II. Medical Care:

a. Employees injured on the job shall be promptly taken to a first aid facility for any necessary medical treatment. The compensability of the injury shall be determined by the City's workers compensation approved insurance carrier. Employees must be seen by an approved health care provider. For serious injuries, an employee shall use the nearest appropriate medical facility.

b. For policies concerning drug/alcohol testing, please refer to the City's drug and alcohol policy. All employees involved in an on-the-job accident shall undergo drug and alcohol

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

testing period minor injuries include, but not limited to small cuts, abrasions, bruises, insect bites, poison ivy, etc. The employee's supervisor is responsible for ensuring the testing follows the City's drug and alcohol policy.

c. Injured employees shall submit to medical treatment by their City approved physician, and refusal to abide by their instructions might constitute a barrier to further medical expenditures and weekly salary continuation payments.

III. Reporting Accidents/Injuries:

a. It is the responsibility of the employee's supervisor to ensure that the appropriate reports are completed as soon as possible following an accident or injury. The supervisor must complete the employee's First Report of Injury or Illness. The employee's report must be transmitted to Human Resources no later than the end of the next business day following the accident or injury.

b. Any violation of any of these policies by an employee may result in possible delay of treatment as well as disciplinary action, up to and including termination of employment.

IV. Employee Responsibility:

a. It is the employee's responsibility to immediately advise their supervisor of all scheduled appointments pertaining to medical treatment of a work-related injury prior to the appointment. Following each appointment, the employee is charged with the responsibility to provide their supervisor and Human Resources with a copy of the Texas Workers Compensation Work Status Report, DWC73, within twenty-four (24) hours after the appointment. Injured employees shall make their best effort to recuperate from injuries and not engage in any activity that would hinder recovery.

b. When an employee's injury results in an unpaid time off status, it is the employee's responsibility to contact Human Resources in order to make arrangements to pay their portion of any voluntary deductions, i.e., dependent health care and/or dental coverage, supplemental life insurance, etc. Failure to make payment within 30 days of the due date shall result in cancellation of those unpaid coverages.

c. An employee on unpaid time off has the option to maintain their pension service credit by contributing to their retirement funds while receiving TIBs. The employee must coordinate this with the City's Finance Department prior to the start of their unpaid time off status

V. Outside Employment:

a. An employee on FMLA, sick leave, vacation leave, compensatory time, disability leave, or workers compensation leave shall not engage in outside training, school, or employment unless expressly authorized in writing in advance by the Department Director and Director of Human Resources. A copy of the written approval shall be sent to Human Resources.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 8 – Risk Management

VI. Modified Duty:

a. In some cases, regular, full-time employees who have missed work due to an injury sustained on the job are unable to return directly to the duties that they previously performed. In such cases, employees may be assigned to modified duty positions pending return to their previous employment positions if such modified duty is available and if judged by the attending physician to be within the abilities of the employee. Modified duty assignments will not be appropriate for all employees who have suffered a job-related injury. Such assignments shall be made on a case-by-case basis where appropriate for the benefit of the City and the employee. If available, modified duty assignments are available only to regular, full-time employees who have sustained an on-the-job injury (or as an accommodation under the Americans with Disabilities act (ADA)). The ultimate goal is to return qualified employees to their original jobs. In accordance, the following modified duty procedures are established:

i. Supervision- Human Resources shall coordinate all modified duty assignments with the department where the employees are placed. The employee shall report to Human Resources for all administrative matters related to relationship with the City. Actual supervision of the employee shall be performed by the department in which the employees placed with the supervision being coordinated with Human Resources

ii. Assignments- whenever possible, Human Resources shall assign employees to modified duty positions within the department in which the employee was assigned immediately prior to the injury. If no modified duty placement is available within the department, Human Resources shall attempt to find other modified duty work for the employee. The duties of the modified duty position shall, when possible, relate to the duties of the employees' position for which they were hired. Modified duty work should be necessary, constructive, rehabilitative, and supportive of the City's overall operations.

iii. Time limitations- is the purpose of modified duty assignments to allow an employee to perform constructive and productive labor while continuing to recuperate from a work-related injury. Modified duty assignments shall not be permanent in nature. Progress toward returning to an employee's prior duty shall be regularly monitored and periodically evaluated; however, in no instances shall an employee be allowed to remain on modified duty for a period of over one hundred and eighty (180) cumulative calendar days, six (6) months, From the date of the doctor's first released to modified duty. If an employee remains unable to perform essential functions of their position, accommodations under the ADA may be considered, depending upon the specifics of the case.

iv. Hours of work- most modified duty assignments are typically from 8:00 AM to 5:00 PM, Monday through Friday. Employees however also must recognize that

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

some modified duty jobs might require working evenings, weekends, and holidays.

v. Evaluations- employees assigned to modified duty shall not be evaluated until such time as they return to the position for which they were otherwise employed and have performed a sufficient length of time in their position to be evaluated.

vi. Probationary employees- the probationary period of employees assigned to modified duty shall be extended for an additional. Equivalent to the period of time the employee's absence from work due to the injury or illness and such additional period of time the employee is assigned to modified duty position.

vii. Change in assignments- all assignment changes for modified duty personnel shall be coordinated through and approved by Human Resources. The department for which the employee worked at the time of the injury/illness shall be responsible for paying the employee's salary during the modified duty.

viii. Request for modified duty personnel- all City departments shall report to Human Resources the need of that department for modified duty personnel. Human Resources shall be responsible for assigning priority to filling such positions; and where the employee is not placed with the employee's own department, the employee shall be placed in accordance with priority request.

ix. Seniority- the time that an employee spends while on modified duty assignment shall count toward their seniority with the City and within the department for which the employee was working at the time of the work-related injury/illness.

VII. Termination:

a. Leave of absence is for any reason, including work related injuries/illnesses shall not last longer than six (6) months unless part of a reasonable accommodation under the ADA.

b. A regular, full-time employee, who for a job-related injury or a combination of work-related injuries or FMLA qualifying events, misses a total of six (6) months of work, shall be separated from employment due to the unavailability for work if not part of a reasonable accommodation arrangement. An employee who is part of said "no fault" employment termination shall be eligible for rehire and shall be able to apply for any vacancies that might exist at any given time, depending on qualifications and availability of job openings. The six (6) month period shall be measured cumulatively by the rolling backward method.

VIII. The City reserves the right, at any time, to require an independent physical or mental analysis/assessment by an occupational health care professional or a healthcare professional of the City's choice and at the City's expense.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 8 – Risk Management

8.03 Loss and Property Management

I. Loss/Property Damage:
   a. Employees shall report all property damage to the supervisor immediately. Supervisors shall report all property damage to the Human Resources/Risk Director.

II. Procedures:
   a. All property damage must be reported on appropriate property damage report form to the Human Resources/Risk Director within 24 hours, or the next working day.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 8 – Risk Management

8.04 Return to Work Program

I. Purpose:
   a. The city will make every reasonable effort to provide suitable return to work opportunities for employees who are temporarily unable to perform their regular duties following a compensable workers compensation injury. This may include modifying their regular job or, if available, providing temporary alternate work for which employees are qualified.

II. Eligibility:
   a. Employees must have sustained an on-the-job injury or illness determined to be compensable under the Texas Workers Compensation Act.
   b. They must provide a written statement (DWC73) from treating physician stating the employee is:
      i. Temporary unable to work their duties;
      ii. Capable of carrying out work of a lighter or modified nature from their regular duties; and
      iii. Expect to return to their regular duties.

III. Procedures:
   a. After the compensable injury or illness has occurred, employees must be seen by an approved treating physician to receive appropriate, effective medical treatment that facilitates recovery and expedites return to productive work. When the physician determines employees are able to return to work (with or without restrictions), the physician must complete the DWC73, indicating specific restrictions, if any, and the duration of those restrictions.
   b. In accordance with Texas Workers Compensation Act rule 129.6, as amended, employees may be offered a return to work (RTW) position with restricted duties that are within the employee's work abilities as determined by the treating physician.
   c. Work assignments and work schedules for those in the RTW program will be determined by the assigned supervisor in accordance with the determined need for service. Whenever possible these assignments will be made in the employee's department. If an assignment is not available in the employee's regular department, the Human Resources/Risk Department will arrange placement in another city department if a suitable assignment is available.
   d. The temporary offer will be made to the employee in writing and in the form and manner prescribed by the Texas Workers Compensation Act. A copy of the DWC73 on which the offer is being based will be included with the offer. The offer will include the following:
      i. The location at which the employee will be working;
      ii. The schedule the employee be working;

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iii. The wages at the employee will be paid;
iv. A description of the physical and time requirements that the position will entail; and,
v. A statement that the City will only assign tasks consistent with the employee's physical abilities, knowledge, and skills and will provide training, if necessary.

e. If the employee refuses the RTW assignment and is receiving compensation continuation benefits, these benefits, and the temporary income benefits (TIB)will be discontinued.
f. Employees participating in the RTW program will be compensated at their regular rate of pay. (a fifty-six (56) hour per week rate of pay will be converted to a forty (40) hour per week rate of pay). Employees may not work overtime hours or at any outside employment without approval from the Director of Human Resources.
g. Alternate duty assignments are intended to be temporary and should not extend beyond ninety (90) calendar days from the date the treating physician first releases the employee to return to work with temporary restrictions. The duration of approved time will be based upon the information provided by the employee's treating physician.
h. If an employee is unable to return to regular duty without restrictions after the ninety (90) calendar day period, the employee may request a continuation of alternate duty not to exceed a total of one hundred and eighty (180) calendar days. Approval beyond the initial ninety (90) calendar days will be based upon the assessment of the employee's ability to return to full duty within the immediate future. An employee requesting this extension must submit documentation to the Director of Human Resources from their treating physician. This should include what limitations continue to exist and the probable duration of those limitations. Under unusual circumstances, the City Manager may grant an extension, not to exceed a total of three hundred and sixty-five (365) calendar days of alternate duty.
i. If an employee is unable to return to regular duty after three hundred and sixty-five (365) calendar days from the initial data of injury, a reasonable accommodation may be made by the City to provide the employee to perform such duties. If a reasonable accommodation cannot be made in an employee is unable to perform the essential duties of their position with or without restrictions, the employee may be terminated, and the position filled due to business necessity. The decision to terminate the employee's employment after three hundred and sixty-five (365) calendar days from the first date of injury will be final without the option for appeal.

IV. This policy will not be construed or interpreted to mean any employee has a right to be offered a RTW assignment or that the City is compelled to make such an offer.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 8 – Risk Management

8.05 Injury Policy and Salary Continuation Plan

I. The City of Celina's Injury Police and Salary Continuation Plan is designed to minimize salary loss and financial difficulties for employees who are eligible to receive weekly income benefits as a result of an injury sustained in the course of employment with the City.

II. Eligibility:
   a. A full-time employee, including ones on probation who as a result of an injury sustained in the course of his or her employment with the City is being paid weekly income benefits for a period more than seven (7) days, shall receive salary payments, as injured employee salary continuation payments, separate and distinct from and in addition to the weekly income benefits. Temporary and part-time employees are not eligible for salary continuation payments.

III. Amount:
   a. The salary continuation payments shall be in an amount equal to the difference between any weekly income benefits and the employees regular pay subject to taxes and other mandatory deductions.

IV. Discontinuation:
   a. In no event shall salary continuation payments to any employee be continued beyond when the first of the following occur:
      i. For a period of more than six (6) calendar months for any one job related injury, unless expressly authorized by Human Resources or the City Manager in accordance with this policy;
      ii. After a compromise settlement agreement or any agreed judgement has been affected or entered;
      iii. After weekly income benefits have ceased; or
      iv. After an employee is no longer disabled or has reached maximum medical improvement.

V. Examination and Treatment:
   a. As a condition of receiving or continuing to receive salary continuation payments, or any light duty assignments, Human Resources may require an injured employee to submit to examination and treatment, at the City's expense, by a physician approved by the workers' compensation insurance carrier. An injured employee forfeits all rights to salary continuation payments if he or she refuses to submit to an examinationor to any diagnostic test, x-ray, surgical procedure, or other treatment prescribed or recommended by the City-approved physician as medically necessary or indicated to diagnose, treat, or cure the employee's injured condition.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

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Chapter 8 – Risk Management

VI. Extension of Salary Continuation:

a. In rare cases, it may be appropriate for salary continuation benefits to continue beyond six (6) months,up to twelve (12) months. Such an extension will be at the discretion of the City Manager. The City Manager will consider the following elements in order to determine whether continuation is appropriate:

i. In order to be eligible for salary continuation benefits, the employee must have received an injury in the course of extraordinary service or circumstances and severity of the injury must be such that it has resulted in one of the following:

1. The complete loss of use of a limb, eye, or both ears;
2. Traumatic brain injury (this is not intended to include psychological injuries) resulting in the ability to perform daily functions; or
3. Severe spinal cord damage.

ii. The employee will submit to evaluation by a physician designated by Human Resources, at the expense of the City, and

iii. And determining the length by which salary continuation is extended, the ability of the employee to secure gainful employment may be considered.

VII. Medical Statement Required:

a. All salary continuation payments mustbe supported by a medical statement from the employee's treating physician, whether partial - or full-day leave is granted, stating that because of the on-the-job injury sustained by the employee, the employee is not physically capable of performing the job duties of the position occupied by the employee at the timeof such injury or any light- duty job for which the employee is qualified.

VIII. Forfeiture:

a. An injured employee forfeits all rights to any salary continuation payments to which he or she would normally have been entitled,or any light duty assignment if the employee:

i. Engages in work, whether part-time or full-time, for pay or as a volunteer, for himself or herself or for any other person, firm, or corporation, while receiving salary continuation payments;

ii. Terminates employment for any reason while receiving salary continuation payments;

iii. Fails or refuses to comply with the treating physicians or City approved physician's instructions or advice regarding treatment of the injured condition;

iv. Fails to act in a manner which is conducive to being off work convalescing from job related injury;

v. Refuses to perform light, partial, or part-time duty that in the opinion of the treating physician, or City approved physician, is within the employee's physical

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

capacity and for which the employee is qualified. However, the continuance pay will continue to be based on the position occupied at the time of injury;

vi. Represents their injured condition, physical incapacity, or disability as worse than it is while receiving salary continuation payments or any light duty assignment. The condition of the employee must be supported by a written statement of the City approved physician;

vii. Refuses to return to regular duty after being released for regular duty by the City approved physician or treating physician;

viii. Commits any act of fraud or falsification while applying for or receiving salary continuation payments, weekly income benefits, medical payments, or a light duty assignment.

IX. Accrual of Leave:

a. A full-time employee will continue to earn leave at their regular rate while off work and receiving weekly income benefits and salary continuation payments. Once salary continuation payments are exhausted, and the employee does not receive them for more than half of his or her scheduled workperiod as established by the department, no leave will be accrued unless otherwise qualified.

X. Use of Leave:

a. Human Resources must be notified of any denial of salary continuation payments. An employee who is denied salary continuation payments,or who has exhausted salary continuation payments while receiving weekly income benefits, medical payments, may take his or her accrued leave, pursuant to policy, but only in an amount necessary to make up the difference between weeklyincome benefits and their regular net rate of pay.

XI. Leave Without Pay:

a. An employee who has used all of his or her leave, compensatory time, FMLA, if requested and authorized, and salary continuation payments, and is still off from work and receiving weekly income benefits, shall be on leave without pay status until or unless accommodations may be made pursuant to the ADA. If all efforts have been exhausted, the employee may be terminated.

XII. Modified Work:

a. When an employee has sustained an injury, the Director of Human Resources may require the employee to return to work and to perform light, partial, or part-time work when authorized or approved by the City approved physician or treating physician. Failure to return to her work when able to perform light work, with or without reasonable accommodation, and not on FMLA leave, with FMLA approved medical certification, shall constitute job abandonment. No employee shall be allowed to

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perform light duty work after salary continuation payments cease or after an employee reaches maximum medical improvement.

XIII. Status Upon Return from Leave:

a. Prior to returning to work, the employee must produce a medical certification showing that the employee is able to perform all essential tasks of the employee's job, with or without a reasonable accommodation, otherwise referred to as “satisfactory medical certification”.
b. If the medical certification is satisfactory, and the employees coming off of FMLA leave, with medical certification justify FMLA leave, the employee shall:
    i. Be restored by the City to the vacant position held by the employee when injured; or
    ii. Be restored to a position with equivalent status, benefits, pay, terms, and conditions of employment.
c. If the medical certification satisfactory, and the employee is not coming off FMLA leave, the employee shall:
    i. Be restored by the City to the vacant position held by the employee when injured; or
    ii. Be restored to another available position with the City for which the employee is qualified. The City does not guarantee the original position or any equal paying, equivalent position.
d. If the employee does not return to work after receiving notice of satisfactory medical certification, disciplinary procedures, up to and including termination of employment, shall be undertaken for job abandonment.
e. There shall be no discrimination because the employee has filed a workers compensation claim.
f. The injured employee must provide immediate notice to the supervisor of the injured condition, and the type of leave to be taken. The supervisor, or other appropriate City official, shall take whatever actions are considered reasonable inappropriate to confirm the condition and to determine if the requested leave is appropriate.

XIV. Coverage Continuation:

a. An employee who is placed on leave without pay status under the provisions of this policy (this does not apply to FMLA leave):
    i. May elect to continue participation in the City’s medical and dental plan by paying their monthly premium directly to the finance department;
    ii. Is, by definition, temporarily ineligible for participation in the Texas Municipal Retirement System (TMRS);
    iii. Will not accrue any leave time or other benefits if on leave without pay for more than half of his or her scheduled work period as established by the department.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

CITY OF CELINA PERSONNEL POLICIES

Chapter 8 – Risk Management

XV. Termination or Layoff:

a. This policy does not preempt the disciplinary and grievance policies of the City of Celina, which shall take precedence over any of the sections in this policy. This policy also does not preclude any employee from being terminated during an official reduction in force due to budget restrictions.

Attachment: City of Celina Personnel Policies 7.5.22a (Personnel Policy)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Public Improvement District (PID) Policy

Action Requested:
Consider and act upon adoption of the Public Improvement District (PID) Policy. (Stovall)

Background Information:
On June 14th, 2022 the PID Policy was presented to City Council for their review and comments. The Policy considered for approval reflects the recommendation and changes provided by Council. The one update made to the Policy was the removal of language discouraging the use of MUDs and MMDs.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
Item has been reviewed by the City Attorney.

Supporting Documents:
PID Policy

Staff Recommendation:
Staff recommends for approval

Life Connected.

CITY OF CELINA

PUBLIC IMPROVEMENT DISTRICT (PID) POLICY

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

OVERVIEW

Pursuant to the Texas Local Government Code Chapter 372 (the "PID Act"), Public Improvement Districts ("PIDs") provide the City of Celina (the "City") an economic development tool that permits the financing of qualified public improvement costs that confer a special benefit on a definable part of the City. The costs of the capital improvements are paid entirely by property owners within the Public Improvement District that receive special benefits from the capital improvements. A PID may only be used to pay for qualified public improvements under the PID Act.

A PID is a defined area of properties, whose owners have petitioned the City to form a PID. City Council establishes a PID by adoption of a resolution after a public hearing. The public hearing is publicized, and written notification of the hearing is mailed to all property owners in the proposed PID. By petition, the owners pledge to pay a special assessment in order to receive enhanced services and/or improvements within the PID, to the extent permitted by the PID Act. The PID must demonstrate that it confers a benefit to the properties within the PID.

PURPOSE AND INTENT

The purpose and intent of this Policy is to provide the policy parameters for establishment and use of PIDs within the City or its ETJ and to outline the issues to be addressed before the City Council can support the establishment of a PID. The City Council supports the use of PIDs to create sustainable developments with a higher level of public improvements than exists in a typical development that meets the City's minimum standards. PIDs are a viable tool for financing public improvements that allow developers to allocate funds towards unique neighborhood design, enhanced open spaces, and enriched neighborhood amenities. **Within the City, PIDs should be self-supporting, should not place administrative burdens on the City nor involve management or oversight by the City for their daily activities.**

PIDs enable the City to allocate costs of improvements to future residents who most directly benefit from such improvements. Therefore, should any type of special financing options be proposed as permitted within Texas Local Government Code, PIDs are the City's preference. Tax Increment Reinvestment Zones (TIRZ) should be discouraged. City Council shall only grant these other special financing options on a case-by-case basis. The Developer shall prove the development will generate greater economic development benefits to the City beyond the normal development or the use of a PID. City Council reserves the ultimate right to approve or disapprove any special financing options as permitted under state law.

PID OBJECTIVES

The PID Act allows for PID funds to be used, among others, in the construction of roadways, water, wastewater, drainage, landscaping, parks, and expenses incurred in the establishment, and administration of the PID. Generally, a PID may be created for proposals that:

* Meet or preferably enhance the City's Comprehensive Plan, Master Thoroughfare Plan, Capital Improvement Plan, and Parks and Trails Master Plan;
* Exceed the City's requirements for neighborhood design as detailed in the Neighborhood Vision Book;
* Are master-planned that include multiple types of single family residential, multifamily residential and/or mixed use while not generally used for multifamily residential and/or commercial.
* Are within the ETJ so long as the property owners have successfully petitioned for voluntary annexation.
* Priority will be given to PID improvements:
    a. In support of development that will generate greater economic development benefits to the City beyond the normal development;
    b. That provide enhanced aesthetic features (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage);
    c. That meet specific community needs (e.g., enhanced drainage improvements, parks and off-street public parking facilities, wastewater and or water on or off-site upsizing of line improvements) and,
    d. Which provide contributions towards the City's Capital Improvement Plans. The City Council, upon City staff recommendation, shall have the authority to consider other projects that may be different from those listed above in accordance with the applicable state law. Furthermore, the City Council reserves the right, on a case-by-case basis to approve or disapprove the PID application.

GENERAL

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a Developer's actual, documented costs required to serve the development;
2. PIDs must be financially self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration or the construction of PID improvements. If any City costs are incurred for the aforementioned items, those costs may be reimbursed by PID assessments as allowed by law. Additionally, the PID will not increase the cost of any aspect of City service delivery.
3. A PID's budget shall include sufficient funds to pay for all additional costs incurred by the City above its normal operational costs, including additional administrative and/or operational costs. The City will require a Developer to enter into a Professional Service Agreement, a form of which is attached hereto as Attachment B, and pre-fund an escrow fund in order to cover fees related to the PID before such time as assessments may be levied. The payment of fees is not a guarantee that the City will approve the PID. The fees will pay for such costs as:
    a. Reviewing the PID petition.
    b. Publishing related notices.

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

c. Preparing and reviewing the appraisal, the initial service and assessment plan, and the market feasibility study, including the costs of all services provided by City consultants, attorney, bond counsel and financial advisor.
d. Bond issuance.
e. Review and approval of plan for and inspection of construction of PID improvements.
f. Procurement of contracts for PID administration and operation, collections of assessments, foreclosures, etc.
g. The City's ongoing administrative and operational costs related to an approved PID, such as collection of PID assessments, review and approval of service and assessment plan updates, and other costs shall be reimbursed by PID assessments. The City's costs shall be determined on an annual basis.
h. Administration and management of ongoing PID responsibilities, such as preparations and updating of the service and assessment plan, issuance of notices for annual City Council action on the service and assessment plan and other related matters shall be paid by PID assessments and performed by a third party under contract with the City.

4. The City will use PID bond proceeds or assessment revenues only to pay or to reimburse the cost of PID improvements that have been designed and constructed to the standards of the governmental entity responsible for them.

5. A Landowner's Agreement must be recorded in the Official Public Records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of assessments on the property in accordance with the provisions of the Texas Property Code. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing assessment or a pro rata share thereof. Costs related to the filing will be reimbursed to the City.

6. No PIDs will be allowed to be created that overlap the boundaries of another PID.

7. PID boundaries of an existing PID can be dissolved and recreated to incorporate the larger boundaries provided no assessments have been levied and such requests meet the minimum criteria for PID creation according to State Law and this Policy. No other boundary changes outside the above provision shall be approved by City Council.

8. Property owned by the City of Celina, Celina ISD, Prosper ISD, Denton County, Collin College and/or Collin County that is located in the boundaries of the PID shall not be subject to any assessment by the PID, to the maximum extent permitted by law.

9. The PID must not impact the City's bond ratings, cost of capital or access to capital. The Developer shall be required to pay costs to offset any impact on the City's ability to issue qualified-tax-exempt-obligations because of the issuance of bonds related to the PID.

10. All persons selling land in a PID must include a "title encumbrance" which notifies any prospective property owner of the existence or proposal of special assessments on the property. All closing statements must specify who is responsible for payment of the PID assessment on a pro rata share. Additionally, notices required by the Texas Property Code must be provided to a prospective purchaser in connection with the purchase and sale of real property within the PID.

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

ESTABLISHMENT OF PIDS

Following is a summary of the major steps involved in the establishment of a PID. Detailed steps are included in Attachment A.

Professional Services Reimbursement Agreement

If the City determines, in its sole discretion, that one is needed, a Professional Services Agreement (PSA) will be entered into with the Developer (template attached as Attachment B). The PSA will require the Developer to initially deposit funds to pay for third-party consultants including, but not limited to, Bond Counsel, the City Land Use Attorney, Financial Advisor, PID Administrator, Appraiser, and Market Study Analysis. Additional deposits will be required when the deposit balance meets a minimum threshold as described below. Funds that have been expended for payment to the City's consultants are non-refundable. The unused balance will be rolled into the PID admin costs for the creation of the PID or refunded to Developer depending on circumstances.

PSA Deposits: Developer must pre-fund an escrow account with an initial amount specified by the City and additional incremental payments when the deposit balance falls below a minimum threshold determined by the City.

PID Petition

Petitions requesting establishment of a public improvement district must satisfy all statutory requirements under §372.005 of the Texas Local Government Code, as stated in Attachment C- Petition Requirements and Attachment D- Petition Template. The PID petition should be substantially similar to Attachment D. Stated below are additional requirements that supplement the Petition and shall be submitted to the City at time of Petition submission.

1. The basic terms and conditions for creation of the PID, including the provision of benefits to the property to be included within the PID as well as compliance with the objectives set forth in this Policy.
2. The petitioner's qualifications and previous experience with real estate development, financing of the development, prior PIDs, etc.
3. A legal description of the boundaries of the PID, a black and white map of the PID boundaries suitable for publication for the legal notices and a "commonly known" description of the area to be included in the District.
4. A current tax roll of the owners in the PID.
5. Any plan for phasing of both the real estate development supported by the PID and construction of public improvements in the PID.
6. Indication of the estimated costs of the proposed improvements (in dollars, $)
7. Indication of the Maximum Assessment (in dollars, $).
8. Maximum Bond Issuance (in dollars, $)
9. Maximum Tax Rate Equivalent (in cents per 100, $).

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

10. A sunset clause, and a pre-executed petition to dissolve the PID by the landowner in the event levies are not assessed to assessment rolls within at the latest, three (3) years.
11. Contingency plan to address the maintenance or disposition of PID improvements and or property that has not been dedicated to the public if a PID is dissolved.
12. Evidence that the petition's signatures meet the state law requirements, or the petition will be accompanied by a reasonable fee to cover the city costs of signature verification.
13. A section, which clearly identifies the benefit of the PID to the affected property owners.
14. Specified assurances to the City that the construction of improvements in the public right-of-way will be maintained by the PID and in no way obligates the City to future maintenance or operational costs, unless otherwise stated in a subsequent agreement.
15. Statement that the petitioners understand that the annual budget for the District is subject to review by City staff with final approval by the City Council.
16. A certified check for the application fee, as referenced in the Master Fee Chart, will be paid by the applicant to reimburse the City for the cost of evaluating the petition. This application fee must be paid in full when the petition is submitted to the City for evaluation and review.
17. Application fees and a Professional Services Agreement are intended to pay for all costs incurred by the City that are associated with establishing the PID including, but not limited to: fees for City staff, City Attorney, Financial Advisor, PID consultant fees, bond attorney fees, independent appraisal fees, engineering costs, and all other reasonable and appropriate expenses, which shall be replenished by the Developer once initial funds are expended, as described above.
18. All estimated costs must be identified before a decision is reached on a request to establish a PID. Costs to be identified include costs related to establishing the District; costs for maintenance, operations and administration; and costs for later revision, repair or replacement of any improvements.
19. PID petitions for new residential developments must contain a minimum of 300 lots and be located in the city limits or in the City's extraterritorial jurisdiction (the "ETJ"). If the land is in the City's ETJ, the landowner must voluntarily annex into the City of Celina, Texas.
20. The PID will be managed by the municipality. No petition will be accepted that identifies the district management to belong to a county or by the private sector.
21. PID petitions shall include this additional note: " With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted."
22. The submittal of a petition letter that is signed not more than six months preceding submittal of PID application by:
    a. Owners of taxable real property representing 100 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and,

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

b. Record owners of real property liable for assessment under the proposal who constitute 100 percent of all record owners of property that is liable for assessment under the proposal; or own taxable real property that constitutes more than 75% of the area of all taxable real property that is liable for assessment under the proposal.

PID Administration/Service and Assessment Plan

1. The City will contract with a qualified third-party company to manage and administer the PID, subject to oversight by City staff. The selection of the third-party administrator will be the sole responsibility of the City.
2. The PID Administrator will coordinate with the City to prepare the Preliminary Service and Assessment Plan ("SAP") based on an Engineer's opinion of probable costs of the public improvements to construct and complete the project. The parameters of the SAP will be based on the City staff's direction regarding the amount to be reimbursed relative to the type of PID, the Policy objectives, and the recommendation of the City's consultants. The PID Administrator will also complete the annual update to the SAP (annual PID budget), which will be submitted to the City Council for consideration in accordance with the PID Act. An approved SAP and each annual update to the SAP will be filed by the City with each County in which the PID resides within seven days of its approval.

Maximum Assessment

The maximum assessment per $100 valuation, when added to the total (City, County, School, etc.) tax rate, may not exceed the highest total tax rate in effect for any property in the City.

The maximum assessment will be set on a case-by-case basis to account for the periodic changes in the real estate and bond market as well as other project specific requirements or targets the City may want to consider.

Tax rates are subject to change annually. City staff may update the applicable maximum tax rates each year and such annual updates shall not require formal amendment to this policy.

Collection of Assessments

The City will enter into an agreement, as applicable, with the appropriate tax collecting entity (i.e. the entity collecting the City ad valorem taxes) to include the annual assessments on the appropriate property tax bill. If such agreement is not feasible, the City will pursue other available alternatives for collecting the assessments and annual installments.

Disclosure to Homeowners

To satisfy disclosure to homeowners, the City will require the petitioner to comply with each of the following:

* Landowner's Agreement to be recorded in the Official Public Records of the applicable County.
* Signage and information flyers for use at sales offices and model homes as provided by City's PID Administrator.

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

* Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code, as amended, to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City.
* Requirement to provide notice of the PID to builders in addendum to contracts and to disclose the PID on any MLS listing.

CAPITAL PIDS

The City may consider a petition and application for the Capital PID structure. Capital PIDs are those that are established to construct infrastructure within a development. There are two types of Capital PIDs:

* *Reimbursement PID:* The Developer pays for the infrastructure up front and is reimbursed from assessments collected over time.
* *Bonded PID:* The City issues special revenue bonds for the construction of improvements and/or reimbursement to the Developer and such bonds are repaid from assessments collected annually.

Capital PIDs have a termination date of either the maturity of the bonds for Bonded PIDs, or repayment to the Developer for Reimbursement PIDs as described in an applicable reimbursement agreement.

The maximum term for PID special assessments to be levied for a single-phase development shall not exceed 30 years (payments made toward the principal). The maximum term for PID special assessments to be levied for a multiple-phase development shall not exceed 30 years (payments made toward the principal) for each phase of development requiring separate PID assessment levy.

The principal amount of an assessment for a Capital PID may be paid in full or in part by the property owner at any time without any prepayment penalty.

Specifics of Bonded PID

If the City issues PID Bonds for the Developer to construct the improvements, the following must be met:

* Minimum value to lien ratio of 3:1 based on an independent third-party appraisal, such appraiser to be approved by the City. On a case-by-case basis, the City Manager may recommend to City Council and City Council may approve a higher value to lien ratio should the City Manager review and determine that such a rate is appropriate for the proposed development.
* To the extent feasible, preliminary design and engineering work for public improvements to be funded with PID Bonds shall be completed prior to the levy of assessments.
* Developer is required to provide a cash deposit at closing of the PID Bonds, which represents the difference between the budgeted cost to complete the public improvements for the applicable phase of development assumed to be complete in the appraisal and the net project proceeds of the PID Bonds. In addition, the Developer will be required to fund at closing of the PID Bonds any private improvements needed in order to produce a finished lot. The cash deposit will be determined by the City (in consultation with its financial advisors, consultants and participating underwriters) on a case-by-case basis.

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

* The Bonds must be approved by the Texas Attorney General's office.

Other Financing Considerations

1. PID Bonds may be issued in advance of construction as a whole or on a phase-by-phase basis subject to compliance with the applicable standards.
2. General Obligation Bonds or Certificates of Obligation will not be utilized by the City to fund or support a PID.
3. All proposed initial and subsequent PID Bond issues for a project, if any, will be subject to approval by the City Council.
4. **The City shall not be obligated to provide funds for any improvement except from the proceeds of the PID Bonds and assessments and no other City funds, revenues, taxes, income, or property shall be used and the PID Bonds shall never constitute an indebtedness or general obligation of the City, the State, or any other political subdivision of the State but shall be limited and special obligations payable solely from the assessments to be collected.**
5. Each PID Bond Indenture will contain language explicitly precluding the City from making any debt service payments for the PID Bonds other than from available assessment revenues. There will be no tax pledge from the City to support PID Bonds.

Developer Reimbursement

1. The Developer will submit expenses for reimbursements, no more frequently than monthly, in accordance with the requirements of the applicable financing or construction funding agreement.
2. The City's appointed designee(s) will verify the eligibility and validity of such reimbursement requests in accordance with the applicable agreements and/or PID documents.
3. Once expenses have been verified, payment will be processed within the timeframe stipulated in the applicable agreements and/or PID documents.

Assessment Term/Bond Term

The maximum term of a Capital PID assessment is not to exceed 30 years (payments made toward the principal) and the assessment term must equal the bond term.

Miscellaneous

1. Severability: If any section, subsection, sentence, clause, phrase, or word of this Policy is declared unconstitutional or invalid for any purpose, the remainder of this Policy shall not be affected.
2. Any exceptions or waivers to this Policy must be approved by the City Council.
3. The City shall, upon reasonable prior written notice to the Developer and during normal business hours, have the right to audit and inspect the Developer's records, books, and all other relevant records related to reimbursements through the PID. All parties agree to maintain the appropriate confidentiality of such records,

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law, municipal ordinance, or at the direction of the Office of the Texas Attorney General.

Attachments:

Attachment A: Projected Timeline and Responsible Parties

Attachment B: Profession Services Agreement

Attachment C: PID Petition Requirements

Attachment D: Petition

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

ATTACHMENT A

CITY OF CELINA

Public Improvement District (PID)

Projected Timeline

Responsible Parties

BC - Bond counsel

CA - City attorney

CC- City Council

CS - City staff

CSEC- City Secretary

DC - Developer's counsel

DEV - Developer

DE - Developer Engineer

DD - Due diligence sub-committee includes the underwriter, underwriter's counsel and others as needed.

MA - Market consultant

MC - MuniCap

UW - Underwriter

UC - Underwriter's counsel

INV - Investor

Team – BC, CA, CS, DC, DEV, MC, DD

TASK	PARTY RESPONSIBLE
PHASE I PLAN OF FINANCE	
Preparation of PID bond projections and feasibility analysis:	
Prepare and distribute draft PID projections	MC
Conference call to discuss projections	MC/DEV
Prepare and distribute updated PID projections	MC
Conference call to discuss projections	MC/DEV
Revise and distribute final PID projections	MC
Preparation of Preliminary Service and Assessment Plan (SAP):	
Draft assessment methodology	MC
Conference call to discuss assessment methodology	MC/DEV

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

Revise assessment methodology and prepare assessment roll	MC
Conference call to finalize content of Preliminary SAP	MC/DEV

PHASE II GOVERNMENT APPROVAL

Public Improvement District (PID)

Draft Development Agreement	CA
Conference call to discuss Development Agreement	DC/CA
Finalize Development Agreement	DC/CA/BC/MC
Adopt Development Agreement	CS/CC
Draft PID creation petition	DC/MC
File PID creation petition	DEV
Draft resolution accepting petition	BC/CA
Adopt resolution accepting the petition and calling public hearing on PID creation	CC
Draft resolution creating PID	DC/CA/BC
Hold public hearing on PID creation	CC
Adopt resolution creating PID and file in land records	CC
Generate Opinion of Probable Costs	DEV/DE
Draft Service and Assessment Plan (SAP) and prepare assessment roll	MC
Draft resolution accepting the preliminary assessment hearing & setting levy and assessment hearing date	BC/CA
Accept resolution determining Opinion of Probable Costs with Preliminary SAP & sets levy and assessments hearing date	CS/CC
Filing of proposed Assessment Roll	DC/CSEC
Publish Notice of Levy and Assessment Hearing in newspaper	CS
Mail Notice of Levy and Assessment Hearing to all property owners in the proposed PID	CS
Draft Assessment Ordinances, Bond Ordinances, and other Agreements	BC/CA/DC
Public hearing on proposed Levy and Assessment	CS/CC
Discussion on, and adoption of, the Construction, Funding and Acquisition Agreements	CS/CC/CA/BC
Discussion of, and adoption of, Bond Ordinances and Final Offering Statements	CS/CC/CA/BC
Posting of Final Official Statements	UW

PHASE III ISSUANCE OF BONDS

Prepare first draft of market study	MA
Prepare second draft of market study	MA

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

Conference call to discuss second draft of market study	MA, DD
Prepare final market study	MA

Opinion of Probable Cost

Prepare Opinion of Probable Cost	DE

Appraisal[1]

Select appraiser	DEV/UW
Send letter of instructions to appraiser	UW
Prepare first draft of appraisal	APP
Meeting to discuss appraisal	APP, DD
Prepare second draft of appraisal	APP
Conference call to discuss second draft of appraisal	APP, DD
Prepare final appraisal	APP

Assessed Value and Tax Increment Report

Start preparation of report on assessed value and tax increment projections	MC
Prepare first draft of report	MC
Meeting to discuss report	MC, DD
Prepare second draft of report	MC
Conference call to discuss second draft of report	MC, DD
Prepare final report on assessed value and tax increment revenues	MC

PREPARATION OF BOND DOCUMENTS

Prepare first draft of trust indenture	BC
Conference call to review trust indenture	Team
Prepare second draft of trust indenture	BC
Prepare first draft of construction, acquisition, and funding agreement; landowner agreement, and reimbursement agreement (if needed)	BC
Meeting to review documents	Team
Select trustee	CS/BC/UW
Prepare third draft of trust indenture and second draft of other agreements, if required	Team
Conference call to review documents	Team
Receive comments from trustee on trust indenture	Team

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

Prepare fourth draft of trust indenture and third draft of funding agreement, if required	BC/DC
Prepare form of legal opinions and other documents	DC/BC/CA
Conference call to review documents	Team
Final revisions to documents	BC/DC

MARKETING AND CLOSING OF BOND ISSUE

Prepare first draft of preliminary offering statement (POS)	UC
Conference call to review first draft of POS	Team
Prepare second draft of POS and first draft of bond purchase agreement (BPA)	UC
Conference call to review second draft of POS and BPA	Team
Send term sheet to potential investors and prepare short list of target investors	UW
Preparation of final POS and BPA	UC
Print POS	UW
Mail POS to potential investors	UW
Site visit with potential investors	Team/INV/ DE
Price bonds	UW
Levy Assessment and file assessment ordinance in land records	CC
Prepare final offering statement	Team
Bond closing	Team

[1]Depending on quality of market section and underwriter, a market study may need to be prepared in addition to the appraisal.

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT (PSA)

[COMPANY LOGO]

[Date]

[CONTACT]

[DEVELOPER ENTITY]

[STREET NUMBER & NAME]

[SUITE]

[CITY] [STATE] [ZIP]

RE: Payment Structure for [CONSULTANT NAME] [CONSULTANT'S SERVICES]

Dear [CONTACT]:

[CONSULTANT NAME] is the PID Administrator for the City of Celina (the "City") for special assessment financing. The City has requested [CONSULTANT NAME] provide _____ (the "Developer") with assistance in preparing [CONSULTANT'S SERVICES] for a proposed Public Improvement District (PID) for evaluation by the City.

[CONSULTANT NAME] will not be able to work under contract with or represent the Developer, as it is already under contract with the City. The [CONSULTANT'S SERVICES] to be prepared by [CONSULTANT NAME] will evaluate the potential use of a PID in conformance with the City's guidelines for special assessment financing.

The City's guidelines for special assessment financing require that developers directly cover the costs of efforts related to a PID prior to the approval of the PID by the City Council. Accordingly, the costs of [CONSULTANT NAME] efforts as provided for in this letter are to be paid by the Developer by providing the City with an initial deposit of $_____ to be held in an account and used to pay [CONSULTANT NAME] for services described in this letter. Funds will be replenished in accordance with the City's PID Policy as follows:

- Capital PIDs: Developer must establish an escrow account with an initial amount of $_____ and additional incremental payments of $_____ when the deposit balance falls below a threshold determined by the City.

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT (PSA)

[COMPANY LOGO]

The City will pay [CONSULTANT NAME] for work provided in accordance with the Agreement for Administrative Services. All funds are non-refundable. In addition to the funds being used to pay [CONSULTANT NAME], they will also be used to pay any other city costs associated with the PID including, but not limited to, the City's Bond Counsel, Financial Advisor, PID Administrator, Appraiser, and Market Study Analysis. The funds may also be used to pay City staff time in excess of time which would be considered customary and usual for a typical development.

Work under this letter will only be performed at the request of and with the direction of the Developer. [CONSULTANT NAME] is providing these services under contract with the City of Celina and, by contract, is obligated to serve the City's best interests. By signing below, Developer recognizes that the formation of the PID is at the City's discretion. The payment of the deposit for administrative services or any other preliminary documentation does not obligate the City to the formation of a PID. Developer is encouraged to read the City's PID Policy and Chapter 372 of the Texas Local Government Code (the "PID" Act) to become familiar with the policies, laws and procedures that will be used in the evaluation and creation of a PID.

[CONSULTANT NAME]

By:_____ [NAME] [TITLE]

[DEVELOPER ENTITY]

By:_____ [CONTACT] [TITLE]

City of Celina

By:_____

Jason Laumer

City Manager

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

ATTACHMENT C

PETITION REQUIREMENTS

In accordance with the PID Act, the petition must state: 1. The general nature of the proposed improvements; 2. The estimated cost of the improvements; 3. The boundaries of the proposed assessment district; 4. The proposed method of assessment, which may specify included or excluded classes of assessable property; 5. The proposed apportionment of costs between the PID and the municipality or county as a whole; 6. The PID will be managed by the municipality not the county, by the private sector, or by a partnership of the two; 7. That the persons signing the petition request or concur with the establishment of the PID; and 8. That the District be established and managed without the creation of an the advisory body.

Additional requirements include: 1. PID petitions shall include this additional note: "With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted." 2. Signatures for PID petitions must be gathered not more than six months preceding submittal of the PID Application.

For a PID to be established, a petition shall include the following: 1. Evidence that the petition's signatures meet the state law requirements, or the petition must be accompanied by a reasonable fee to cover the City's costs of signature verification. If the proposed district is an expansion of an existing district, a petition for the new portion of the district must identify each subdivision, or portion thereof, within the proposed boundaries of the new district, and each subdivision or portion thereof, that is not currently in an existing PID shall individually satisfy the requirements for a petition under Section 372.005 of the PID Act. Subdivision has the meaning assigned by Section 232.021 of the Texas Local Government Code. 2. Map of the area, a legal description of the boundaries of the district for the legal notices and a "commonly known" description of the area to be included in the district. 3. Statement that the petitioners understand that the annual budget for the PID is subject to review by City staff with final approval by the City Council.

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

ATTACHMENT D

PETITION TEMPLATE: PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF CELINA, TEXAS FOR THE _____ PUBLIC IMPROVEMENT DISTRICT

This petition ("Petition") is submitted and filed with the City Secretary of the City of Celina, Texas ("City"), by _____, a _____, owner of 100 percent of the real property (the "Petitioner") located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located [within the City limits of the City][within the exterritorial jurisdiction of the City] (the "Property"), more particularly described by a metes and bounds description in Exhibit A and depicted in Exhibit B. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; and (viii) payment of costs associated with developing and financing the public improvements listed in.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District is $_____.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property as shown in Attachment A.

Section 4. Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness incurred to pay the costs of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District. The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person signing this Petition requests the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition. This petition may be signed in multiple counterparts which, when taken together, shall be deemed one original.

Section 8. Advisory Board. The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s). This Petition has been signed by (1) the owners of taxable real property representing 100 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute 100 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes 100 percent of the area of all taxable real property that is liable for assessment under the proposal. This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled. With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted.

RESPECTFULLY SUBMITTED, on this _____day of _____.

OWNER: _____ , a Texas _____

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

By:[Company Name]

By [Name]

Its

Attachment: City of Celina- PID Policy Draft TB. JYF. 7.5.22 Final (Public Improvement District (PID) Policy)

Life Connected.

Fire Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Mark Metdker, Public Safety Director
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Hazard Mitigation Plan

Action Requested:
Consider and act upon an agreement by and between the City of Celina and Collin County to adopt the Collin County Hazard Mitigation Plan. (Metdker)

Staff Recommendation:
staff recommends adoption

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

June 15, 2022

Jasper Cooke, Hazard Mitigation Section Chief
Texas Division of Emergency Management
P.O. Box 15467
Austin, TX 78761

RE: Approval of the Collin County, Texas Multi-Jurisdiction Hazard Mitigation Plan

Dear Mr. Cooke:

This office has concluded its review of the referenced plan and we are pleased to provide our approval of this plan in meeting the criteria set forth by 44 CFR § 201.6. By receiving this approval, eligibility for the Hazard Mitigation Assistance Grants will be ensured for five years from the date of this letter, expiring on June 14, 2027.

This approval does not demonstrate approval of projects contained in the plan. This office has provided the enclosed Local Hazard Mitigation Planning Tool with reviewer's comments, to further assist the community in refining the plan going forward. Please advise the referenced community of this approval.

If you have any questions, please contact David Freeborn, HM Community Planner, at (940) 898-5323.

Sincerely,

Ronald C. Wanhanen
Chief, Risk Analysis Branch

Enclosures: Approved Participants

Attachment: 3-AL-CollinCo-TX-SIGNED (Hazard Mitigation Plan)

Approved Participants

Attached is the list of approved participating governments included in the June 15, 2022 review of the referenced Hazard Mitigation plan.

	Community Name
1)	Collin County

Attachment: 3-AL-CollinCo-TX-SIGNED (Hazard Mitigation Plan)

LOCAL MITIGATION PLAN REVIEW TOOL

The *Local Mitigation Plan Review Tool* demonstrates how the Local Mitigation Plan meets the regulation in 44 CFR §201.6 and offers States and FEMA Mitigation Planners an opportunity to provide feedback to the community.

- The Regulation Checklist provides a summary of FEMA's evaluation of whether the Plan has addressed all requirements.
- The Plan Assessment identifies the plan's strengths as well as documents areas for future improvement.
- The Multi-jurisdiction Summary Sheet is an optional worksheet that can be used to document how each jurisdiction met the requirements of the each Element of the Plan (Planning Process; Hazard Identification and Risk Assessment; Mitigation Strategy; Plan Review, Evaluation, and Implementation; and Plan Adoption).

The FEMA Mitigation Planner must reference this *Local Mitigation Plan Review Guide* when completing the *Local Mitigation Plan Review Tool*.

Jurisdiction: Collin County	**Title of Plan:** Colin County Hazard Mitigation Plan	**Date of Plan:** December 2021
Local Point of Contact: Randall Gurney	**Address:**	
Title: AEMC		
Agency: Collin County OEM		
Phone Number: 972-548-5581	**E-Mail:** rgurney@co.collin.tx.us	

State Reviewer: Brian Hurtuk	**Title:** Hazard Mitigation Planner	**Date:** 3/8/2022

FEMA Reviewer: David Freeborn	**Title:** Community Planner	**Date:** June 15, 2022
Date Received in FEMA Region 6	June 14, 2022	
Plan Not Approved		
Plan Approvable Pending Adoption		
Plan Approved	June 15, 2022	

Attachment: 3-AR-CollinCo-TX (Hazard Mitigation Plan)

LOCAL MITIGATION PLAN REVIEW TOOL

SECTION 1: REGULATION CHECKLIST

INSTRUCTIONS: The Regulation Checklist must be completed by FEMA. The purpose of the Checklist is to identify the location of relevant or applicable content in the Plan by Element/sub-element and to determine if each requirement has been 'Met' or 'Not Met.' The 'Required Revisions' summary at the bottom of each Element must be completed by FEMA to provide a clear explanation of the revisions that are required for plan approval. Required revisions must be explained for each plan sub-element that is 'Not Met.' Sub-elements should be referenced in each summary by using the appropriate numbers (A1, B3, etc.), where applicable. Requirements for each Element and sub-element are described in detail in this *Plan Review Guide* in Section 4, Regulation Checklist.

1. REGULATION CHECKLIST Regulation (44 CFR 201.6 Local Mitigation Plans)	Location in Plan (section and/or page number)	Met	Not Met
ELEMENT A. PLANNING PROCESS			
A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))	*Pdf page numbers* pp. 12-13, 291-292, 331-334, 371-374, 406-409, 443-446, 480-483, 517-520, 557-561, 592-595, 628-631, 663-666, 697-700, 737-740, 776-779, 815-818, 852-855, 888-891, 926-929, 963-966, 1005-1008, 1040-1044	X	
A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2))	pp. 293, 331-333, 372-373, 407-408, 444-445, 481-482, 518-519, 559-560, 592-594, 629-630, 664-665, 698-699, 738-739, 777-778, 817, 853-855, 889-890, 927-929, 964-965, 1006-1007	X	
A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))	pp. 12, 293-294, 331-334, 374, 408-409, 445-446, 482-483, 519-520, 560-561, 594-595, 630-631, 665-666, 700, 739-740, 778-779, 817-818, 855, 890-891, 929, 965-965, 1007-1008, 1040-1044	X	
A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3))	pp. 12-13, 291, 331, 371-372, 406-407, 443, 480-481, 517, 558, 592, 628, 663-664, 697-698, 738, 776, 815-816, 853, 888-889, 926-927, 963, 1005	X	

Attachment: 3-AR-CollinCo-TX (Hazard Mitigation Plan)

LOCAL MITIGATION PLAN REVIEW TOOL

A5. Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii))	pp. 288, 328-329, 370, 404-405, 442, 479, 516, 591, 627, 662, 696, 736, 775, 814, 851, 887, 925, 962, 1004, 1039	X	
A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i))	pp. 287, 327, 368, 403, 440, 477, 514, 555, 590, 624-624, 660, 694, 734, 773-774, 812-813, 849, 885, 923-924, 960, 1002, 1037	X	
ELEMENT A: REQUIRED REVISIONS			

1. REGULATION CHECKLIST Regulation (44 CFR 201.6 Local Mitigation Plans)	Location in Plan (section and/or page number)	Met	Not Met
ELEMENT B. HAZARD IDENTIFICATION AND RISK ASSESSMENT			
B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i))	pp. 14-98	X	
B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))	pp. 14-98, 105-107, 109-111, 122-132, 134, 138, 140-161, 162-164, 165-166, 167-169, 171, 295-301, 336-337, 376-377, 411-412, 449, 485, 523, 564, 635, 669, 742-743, 782, 821, 858, 893-894, 931, 968, 1011	X	
B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))	pp. 107-174, 298-308, 338-352, 378-387, 412-422, 451-460, 486-496, 528-536, 567-577, 598-607, 635-643, 669-678, 705-716, 743-753, 783-794, 822-830, 859-867, 894-904, 933-942, 969-980, 1012-1021	X	
B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii))	pp. 116-121	X	
ELEMENT B: REQUIRED REVISIONS			

Attachment: 3-AR-CollinCo-TX (Hazard Mitigation Plan)

LOCAL MITIGATION PLAN REVIEW TOOL

1. REGULATION CHECKLIST Regulation (44 CFR 201.6 Local Mitigation Plans)	Location in Plan (section and/or page number)	Met	Not Met
ELEMENT C. MITIGATION STRATEGY			
C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))	pp. 309-311, 353-355, 387-390, 423-425, 461-463, 498-500, 536-539, 578-580, 607-610, 644-646, 679-681, 717-719, 754-757, 795-797, 831-833, 868-870, 905-907, 943-945, 981-983, 1021-1024	X	
C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))	pp. 286, 309-310, 324-326, 366-367, 401-402, 423-424, 438-439, 475-476, 512-513, 553-554, 589, 624, 658-659, 692-693, 732-733, 771-772, 810-811, 847-848, 883-884, 921-923, 958-959, 1000-1001, 1035-1036	X	
C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i))	pp. 3, 312, 356, 391, 426, 464, 501, 540, 581, 611, 647, 682, 720, 758, 798-799, 834, 871, 908, 946, 984, 1025	X	
C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii))	pp. 318-324, 361-365, 397-400, 432-437, 469-474, 507-511, 547-552, 583-588, 617-662, 653-658, 687-692, 726-732, 765-771, 805-810, 841-846, 878-882, 914-920, 952-957, 993-999, 1030-1034	X	
C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))	pp. 313, 318-324, 357, 361-365, 392, 397-400, 427, 465, 469-474, 507-511, 541, 547-552, 582-588, 612, 617-662, 648, 653-685, 683, 687-692, 721, 726-732, 759, 765-771, 799, 805-810, 835, 841-846, 872, 878-882, 909, 914-920, 947, 952-957, 985, 993-999, 1026, 1030-1034	X	

Attachment: 3-AR-CollinCo-TX (Hazard Mitigation Plan)

LOCAL MITIGATION PLAN REVIEW TOOL

C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement §201.6(c)(4)(ii))	pp. 12-13, 288, 327-328, 369-370, 403-404, 441, 478-479, 515-516, 555-556, 591, 626-627, 661-662, 694, 735, 774-775, 813-814, 850, 885-886, 924-925, 961-962, 1003, 1038-1039	X	
ELEMENT C: REQUIRED REVISIONS			
1. REGULATION CHECKLIST Regulation (44 CFR 201.6 Local Mitigation Plans)	**Location in Plan (section and/or page number)**	**Met**	**Not Met**
ELEMENT D. PLAN REVIEW, EVALUATION, AND IMPLEMENTATION (applicable to plan updates only)			
D1. Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3))	pp. 108, 297, 337, 378, 412, 451, 488, 524, 524, 567, 636, 670, 706, 745, 826, 864, 900, 937, 974, 1017	X	
D2. Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3))	pp. 175-285, 313-318, 357-361, 392-397, 427-432, 465-469, 502-506, 541-546, 582-583, 612-617, 648-652, 683-687, 721-726, 759-765, 799-805, 835-841, 872-877, 909-914, 947-952, 985-993, 1026-1030	X	
D3. Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))	pp. 3, 297,	X	
ELEMENT D: REQUIRED REVISIONS			
ELEMENT E. PLAN ADOPTION			
E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))		N/A	
E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? (Requirement §201.6(c)(5))	pp. 1	X	
ELEMENT E: REQUIRED REVISIONS **E2:** The adoption documentation for Collin County has been received. The other jurisdictions must provide documentation once their governing bodies have adopted the plan. .			
ELEMENT F. ADDITIONAL STATE REQUIREMENTS (optional for State reviewers only; not to be completed by FEMA)			
F1.			
F2.			
ELEMENT F: REQUIRED REVISION			

Attachment: 3-AR-CollinCo-TX (Hazard Mitigation Plan)

LOCAL MITIGATION PLAN REVIEW TOOL

SECTION 2: PLAN ASSESSMENT

INSTRUCTIONS: The purpose of the Plan Assessment is to offer the local community more comprehensive feedback to the community on the quality and utility of the plan in a narrative format. The audience for the Plan Assessment is not only the plan developer/local community planner, but also elected officials, local departments and agencies, and others involved in implementing the Local Mitigation Plan. The Plan Assessment must be completed by FEMA. The Assessment is an opportunity for FEMA to provide feedback and information to the community on: 1) suggested improvements to the Plan; 2) specific sections in the Plan where the community has gone above and beyond minimum requirements; 3) recommendations for plan implementation; and 4) ongoing partnership(s) and information on other FEMA programs, specifically Risk MAP and Hazard Mitigation Assistance programs. The Plan Assessment is divided into two sections:

1. Plan Strengths and Opportunities for Improvement
2. Resources for Implementing Your Approved Plan

Plan Strengths and Opportunities for Improvement is organized according to the plan Elements listed in the Regulation Checklist. Each Element includes a series of italicized bulleted items that are suggested topics for consideration while evaluating plans, but it is not intended to be a comprehensive list. FEMA Mitigation Planners are not required to answer each bullet item and should use them as a guide to paraphrase their own written assessment (2-3 sentences) of each Element.

The Plan Assessment must not reiterate the required revisions from the Regulation Checklist or be regulatory in nature and should be open-ended and to provide the community with suggestions for improvements or recommended revisions. The recommended revisions are suggestions for improvement and are not required to be made for the Plan to meet Federal regulatory requirements. The italicized text should be deleted once FEMA has added comments regarding strengths of the plan and potential improvements for future plan revisions. It is recommended that the Plan Assessment be a short synopsis of the overall strengths and weaknesses of the Plan (no longer than two pages), rather than a complete recap section by section.

Resources for Implementing Your Approved Plan provides a place for FEMA to offer information, data sources and general suggestions on the overall plan implementation and maintenance process. Information on other possible sources of assistance including, but not limited to, existing publications, grant funding or training opportunities, can be provided. States may add state and local resources, if available.

Attachment: 3-AR-CollinCo-TX (Hazard Mitigation Plan)

LOCAL MITIGATION PLAN REVIEW TOOL

A. Plan Strengths and Opportunities for Improvement

This section provides a discussion of the strengths of the plan document and identifies areas where these could be improved beyond minimum requirements.

Element A: Planning Process

Element B: Hazard Identification and Risk Assessment

On page 486 (F-485) the plan states that "we are unaware of any significant structures upstream from our jurisdiction which could potentially cause harm within our jurisdiction." This sentence is somewhat confusing and should be clarified.

Element C: Mitigation Strategy

One of the actions for Lavon (Hardening of critical facilities) is listed as being for Thunderstorm. Since this hazard was not profiled in the plan and generally is an umbrella hazard (wind, rain, lightning, or hail) it was impossible to determine what hazards the action is intended to address. Lowry Crossing has an action for Severe Storms that has a similar problem. It is unknown what this hazard is as it was not profiled in the plan.

Element D: Plan Update, Evaluation, and Implementation (Plan Updates Only)

B. Resources for Implementing Your Approved Plan

This section provides examples of possible resources plan implementation.

Ideas may be offered on moving the mitigation plan forward and continuing the relationship with key mitigation stakeholders such as the following:

- What FEMA assistance (funding) programs are available (for example, Hazard Mitigation Assistance (HMA)) to the jurisdiction(s) to assist with implementing the mitigation actions?
- What other Federal programs (National Flood Insurance Program (NFIP), Community Rating System (CRS), Risk MAP, etc.) may provide assistance for mitigation activities?
- What publications, technical guidance or other resources are available to the jurisdiction(s) relevant to the identified mitigation actions?
- Are there upcoming trainings/workshops (Benefit-Cost Analysis (BCA), HMA, etc.) to assist the jurisdictions(s)?
- What mitigation actions can be funded by other Federal agencies (for example, U.S. Forest Service, National Oceanic and Atmospheric Administration (NOAA), Environmental Protection Agency (EPA) Smart Growth, Housing and Urban Development (HUD) Sustainable Communities, etc.) and/or state and local agencies?

FEMA Mitigation grants are available to eligible applicants. Search grants.gov for additional resources for implementing mitigation actions.

Attachment: 3-AR-CollinCo-TX (Hazard Mitigation Plan)

LOCAL MITIGATION PLAN REVIEW TOOL

SECTION 3:
MULTI-JURISDICTION SUMMARY SHEET (OPTIONAL)

INSTRUCTIONS: For multi-jurisdictional plans, a Multi-jurisdiction Summary Spreadsheet may be completed by listing each participating jurisdiction, which required Elements for each jurisdiction were 'Met' or 'Not Met,' and when the adoption resolutions were received. This Summary Sheet does not imply that a mini-plan be developed for each jurisdiction; it should be used as an optional worksheet to ensure that each jurisdiction participating in the Plan has been documented and has met the requirements for those Elements (A through E).

MULTI-JURISDICTION SUMMARY SHEET												
#	Jurisdiction Name	Jurisdiction Type (city/borough/ township/ village, etc.)	Plan POC	Mailing Address	Email	Phone	Requirements Met (Y/N)					
							A. Planning Process	B. Hazard Identification & Risk Assessment	C. Mitigation Strategy	D. Plan Review, Evaluation & Implementation	E. Plan Adoption	F. State Require-ments
1	Collin County						Y	Y	Y	Y	Y	
2	Allen						Y	Y	Y	Y	N	
3	Anna						Y	Y	Y	Y	N	
4	Blue Ridge						Y	Y	Y	Y	N	
5	Celina						Y	Y	Y	Y	N	
6	Fairview						Y	Y	Y	Y	N	
7	Farmersville						Y	Y	Y	Y	N	
8	Frisco						Y	Y	Y	Y	N	
9	Josephine						Y	Y	Y	Y	N	
10	Lavon						Y	Y	Y	Y	N	
11	Lowry Crossing						Y	Y	Y	Y	N	
12	Lucas						Y	Y	Y	Y	N	
13	Melissa						Y	Y	Y	Y	N	
14	Murphy						Y	Y	Y	Y	N	
15	New Hope						Y	Y	Y	Y	N	

Attachment: 3-AR-CollinCo-TX (Hazard Mitigation Plan)

LOCAL MITIGATION PLAN REVIEW TOOL

16	Parker						Y	Y	Y	Y	N	
17	Princeton						Y	Y	Y	Y	N	
18	Prosper						Y	Y	Y	Y	N	
19	St Paul						Y	Y	Y	Y	N	
20	Wylie						Y	Y	Y	Y	N	

Attachment: 3-AR-CollinCo-TX (Hazard Mitigation Plan)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Jonathan Pollard, Senior Planner
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Harper Estates - PID Petition

Action Requested:
Consider and act upon a resolution accepting a petition to create the Harper Estates Public Improvement District within the corporate limits of the City of Celina, Collin County, Texas; calling a public hearing; and authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the public hearing. (Harper Estates – PID Petition) (Pollard)

Background Information:
Please refer to the attached PID petition and draft resolution for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- PID Petition
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS FOR THE HARPER ESTATES PUBLIC IMPROVEMENT DISTRICT

This petition ("Petition") is submitted and filed with the City Secretary of the City of Celina, Texas ("City"), by MM Celina 100, LLC, a Texas limited liability company (the "Petitioner"), owner of one hundred percent (100%) of the real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the extraterritorial jurisdiction of the City, more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B** (the "Property"). In support of this Petition, the Petitioner presents the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs (including but not limited to the funding of any capitalized interest and reserve funds), eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is $20,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Attachment: PID Petition (Harper Estates – PID Petition)

Section 4. Proposed Method of Assessment.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City.

The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District.

The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person(s) signing this Petition request(s) the establishment of the District, is duly authorized, and has the authority to execute and deliver the Petition.

Section 8. Advisory Board.

The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s).

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The Petitioner requests that the City Council of

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the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the _____ day of _____, 2022.

Petitioner:

MM Celina 100, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Attachment: PID Petition (Harper Estates – PID Petition)

EXHIBIT A

Metes and Bounds Description

BEING all that certain 99.951-acre tract of land situated in the W. A. Brown Survey, Abstract No. 55, S. P. Brown Survey, Abstract No. 62, and the John D. Brown Survey, Abstract No. 102, City of Celina, Collin County, Texas, and being all that certain tract of land conveyed to Beckett Investment Partners II, LP, by deed recorded in County Clerk's File No. (cc#) 20061020001512140, Official Public Records, Collin County, Texas (OPRCCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the most easterly southeast corner of said Beckett Investment tract, from which a 60D nail found in wood right-of-way monument bears North 07 deg. 46 min. East, 2.60 feet, and from which a 1/2 inch iron rod found bears S 02°14' E, 7.67 feet, same being the northeast corner of that certain tract of land conveyed to Booker Living Trust, by deed recorded in cc# 95-0020523, (DRCCT), same being in the westerly right-of-way line of F.M. Highway No. 2478 (100 foot right-of-way);

THENCE along the common line of said Beckett Investment tract and said Booker tract as follows:

S 89°01'38" W, a distance of 1105.31 feet to a ½-inch iron found for corner, from which a 5/8-inch iron rod found bears N 87°56' W, 0.16 feet;

S 01°01'07" E, a distance of 340.84 feet to a 1.5-inch brass disk monument found for the most southerly southeast corner of said Beckett Investment tract, same being the northeast corner of that certain tract of land conveyed to Story Living Trust, by deed recorded in cc# 20141223001395220 (OPRCCT);

THENCE S 89°35'38" W, along the common line of said Beckett Investment tract and said Story tract, a distance of 800.28 feet to a ½-inch iron rod found for angle point, same being the northwest corner of said Story tract, same being the northeast corner of that certain tract of land conveyed to Jay Khorsand and Sherry Sirospur, by deed recorded in Volume 5596, Page 5483 (DRCCT);

THENCE S 89°59'34" W, along the common line of said Beckett Investment tract and said Khorsand tract, a distance of 461.68 feet to a ½-inch iron rod found for the southwest corner of said Beckett Investment tract, same being the southeast corner of that certain tract of land conveyed to MEJ Holdings, LLC, by deed recorded in cc# 20181212001510710 (OPRCCT), same being in the approximate centerline of a creek;

Attachment: PID Petition (Harper Estates – PID Petition)

THENCE along the common line of said Beckett Investment tract and said MEJ tract, same being the approximate centerline of said creek as follows:

N 04°24'56" E, a distance of 402.72 feet to a point;

N 01°22'34" E, a distance of 100.00 feet to a point;

N 11°10'34" E, a distance of 133.00 feet to a point;

N 13°52'34" E, a distance of 70.00 feet to a point;

N 09°09'46" E, a distance of 56.86 feet to a point;

N 27°35'17" E , a distance of 25.10 feet to a point;

N 09°44'46" E, a distance of 26.46 feet to a point;

N 26°23'25" W, a distance of 16.51 feet to a point;

N 73°33'59" W, a distance of 39.19 feet to a point;

N 03°18'56" E, a distance of 9.09 feet to a point;

N 48°46'22" E, a distance of 22.54 feet to a point;

N 08°53'30" E, a distance of 56.48 feet to a point;

N 07°22'38" W, a distance of 38.92 feet to a point;

N 21°40'40" W, a distance of 27.10 feet to a point;

N 35°03'07" E, a distance of 21.67 feet to a point;

N 18°25'59" E, a distance of 12.49 feet to a point;

N 47°53'43" W, a distance of 15.64 feet to a point;

N 13°47'43" W, a distance of 9.19 feet to a point;

N 19°58'27" E, a distance of 10.67 feet to a point;

N 37°06'50" E, a distance of 15.66 feet to a point;

N 25°53'24" E, a distance of 22.37 feet to a point;

N 23°00'33" W, a distance of 14.77 feet to a point;

N 01°57'25" W, a distance of 27.53 feet to a point;

N 24°25'28" W, a distance of 19.28 feet to a point;

N 16°57'54" E, a distance of 36.94 feet to a point;

N 22°11'21" W, a distance of 23.42 feet to a point;

Attachment: PID Petition (Harper Estates – PID Petition)

N 05°06'55" E, a distance of 23.61 feet to a point;

N 20°15'04" E, a distance of 18.51 feet to a point;

N 59°06'49" E, a distance of 29.77 feet to a point;

N 21°30'34" E, a distance of 27.60 feet to a point;

N 02°46'53" W, a distance of 41.96 feet to a point;

N 08°40'36" E, a distance of 46.51 feet to a ½-inch iron rod found in approximate centerline of said creek, same being the northeast corner of said MEJ tract, same being the southeast corner of that certain tract of land conveyed to Alexander Business Investments, LTD., by deed recorded in cc# 20121228001646070 (OPRCCT);

THENCE along the common line of said Beckett Investment tract and said Alexander tract, same being the approximate centerline of said creek as follows:

N 01°21'12" E, a distance of 41.64 feet to a point;

N 56°42'04" E, a distance of 69.23 feet to a point;

N 16°38'14" W, a distance of 65.83 feet to a point;

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N 32°35'11" W, a distance of 32.89 feet to a point;

N 30°01'13" E, a distance of 18.42 feet to a point;

N 13°13'36" E, a distance of 53.61 feet to a point;

N 32°02'26" E, a distance of 33.11 feet to a point;

N 18°53'21" E, a distance of 25.86 feet to a point;

N 01°17'23" W, a distance of 61.40 feet to a point;

N 35°26'26" E, a distance of 19.74 feet to a point;

N 57°45'37" E, a distance of 68.00 feet to a point;

N 25°10'01" W, a distance of 33.76 feet to a point;

N 14°39'35" E, a distance of 56.00 feet to a point;

N 53°28'03" E, a distance of 50.27 feet to a point;

N 03°02'00" E, a distance of 31.20 feet to a point;

N 15°25'31" E, a distance of 30.99 feet to a point;

N 10°27'43" W, a distance of 70.52 feet to a point;

Attachment: PID Petition (Harper Estates – PID Petition)

N 13°08'57" E, a distance of 31.91 feet to a point;

N 45°28'45" W, a distance of 33.58 feet to a point;

N 10°55'35" E, a distance of 18.97 feet to a point;

N 04°24'43" W, a distance of 15.74 feet to a point for the northwest corner of said Beckett Investment tract, same being the southwest corner of that certain tract of land conveyed to James Beckett, III, by deed recorded in Volume 4457, Page 173, Deed Records, Collin County, Texas (DRCCT);

THENCE North 89 deg. 26 min. 46 sec. East, along the common line of said Beckett Investment tract and said James Beckett tract, passing at a distance of 300.00 feet, a ½-inch iron rod with "Peiser & Mankin SURV" red plastic cap set, and continuing a total distance of 2061.44 feet to a ½-inch iron rod with "Peiser & Mankin SURV" red plastic cap set for the northeast corner of said Beckett Investment tract, same being the southeast corner of said James Beckett tract, same being in the westerly right-of-way line of aforesaid F.M. Highway No. 2478;

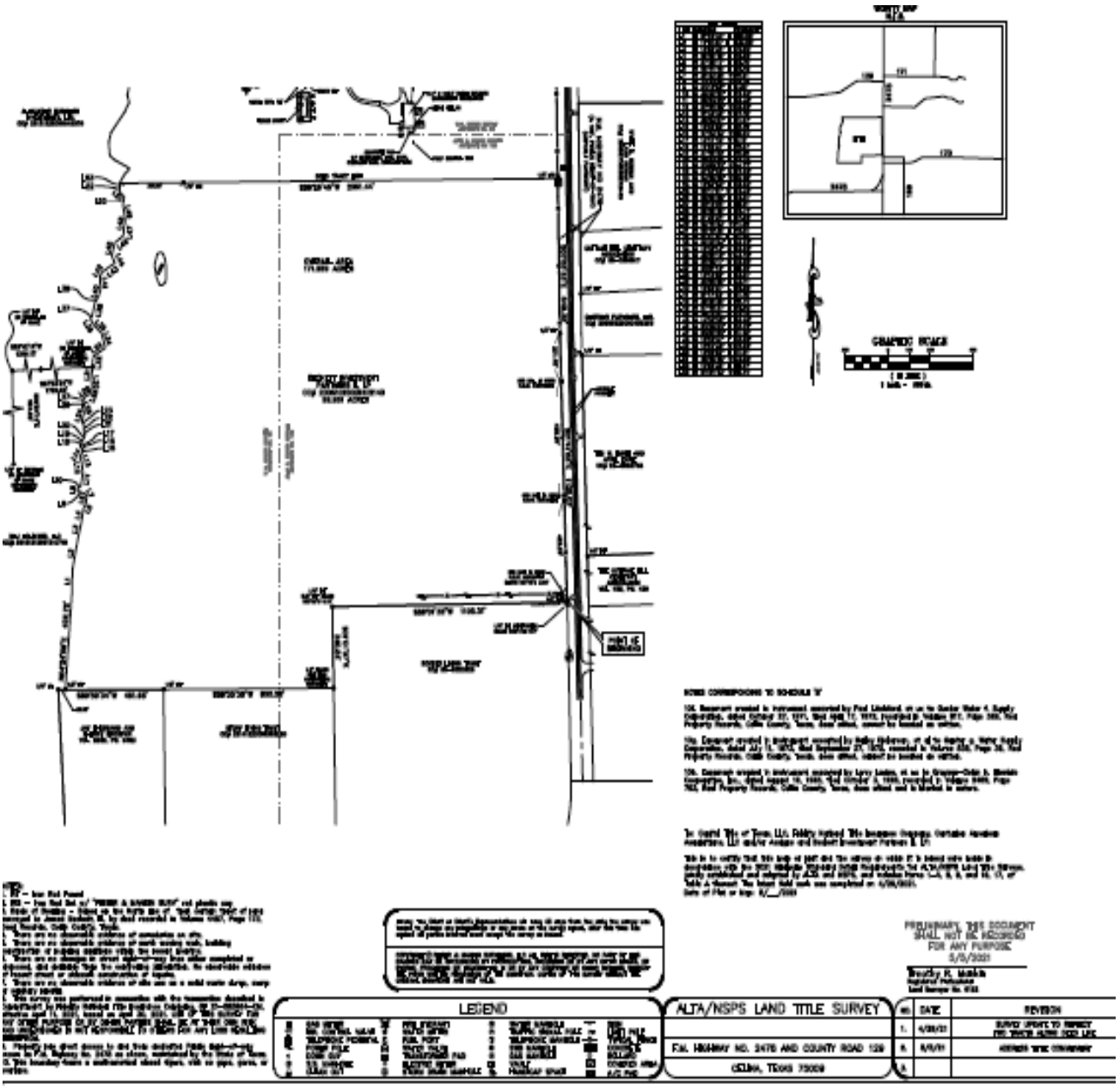
THENCE S 00°55'33" E, along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 649.32 feet to a ½-inch iron rod found;

THENCE S 01°41'55" E, continuing along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 1125.03 feet to the POINT OF BEGINNING and containing 99.951 acres of computed land, more or less.

Attachment: PID Petition (Harper Estates – PID Petition)

EXHIBIT B

Property Depiction



Attachment: PID Petition (Harper Estates – PID Petition)

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING A PETITION AND SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF THE HARPER ESTATES PUBLIC IMPROVEMENT DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OR DEPUTY CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING.

WHEREAS, the City of Celina, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its corporate limits and its extraterritorial jurisdiction ("ETJ"); and

WHEREAS, on June 28, 2022, the (1) owner(s) of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), submitted and filed with the City Secretary of Celina or other officer performing the functions of the city secretary such as the Deputy City Secretary (either, the "City Secretary") a petition ("Petition"), attached as **Exhibit A**, requesting the establishment of a public improvement district for property within the ETJ of the City; and

WHEREAS, the City Council of Celina, Texas (the "City Council") will hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in the ETJ of the City in accordance with the Petition; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality and in a newspaper of general circulation in the portion of the ETJ of the City in which the district is to be located or in which the improvements are to be undertaken before the 15th day before the date of the hearing, and written notice must be addressed to "Property Owner" and mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on *August 9, 2022* on the creation of a public improvement district; and

Attachment: Draft Resolution (Harper Estates – PID Petition)

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of the City.

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

Section 1: All of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2: City Staff and its advisors have reviewed the Petition and determined that the same complied with the requirements of the Act and the City Council accepts the Petition.

Section 3: That a public hearing is hereby called for *August 9, 2022, at or after 5:00 p.m. in the Celina City Council Chambers, 112 N. Colorado Street*, *Celina, Texas 75009*, for the purpose of hearing public testimony with respect to the creation of a public improvement district.

Section 4: At such time and place the City Council will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

Section 5: Attached hereto as **Exhibit A** is the Petition for the Creation of a Public Improvement District within the ETJ of the City for the Harper Estates Public Improvement District.

Section 6: Attached here to as **Exhibit B** is a form of the Notice of Public Hearing (the "Notice") the form and substance of which is here by adopted and approved.

Section 7: Attached here to as **Exhibit C** is a legal description of the approximately 99.951 acres of property to be included in the proposed public improvement district.

Section 8: The City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City and a newspaper of general circulation in the portion of the ETJ of the City in which the district is to be located or in which the improvements are to be undertaken, and to mail a copy of the Notice to the current address of any affected landowners of property subject to assessment within the boundaries of the proposed public improvement district as required by law. The City Secretary shall provide notice on Monday, July 17, 2022, or on such other date that is **on or before July 23, 2022**, which is before the 15th day before the *August 9, 2022* hearing.

Section 9: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

Attachment: Draft Resolution (Harper Estates – PID Petition)

Section 10: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 11: This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

Attachment: Draft Resolution (Harper Estates – PID Petition)

PASSED AND APPROVED ON THIS 12th *DAY OF JULY, 2022*.

_____
Jay Pierce, Mayor Pro-Tem

ATTEST:

_____
Lauren Field, Deputy City Secretary

Attachment: Draft Resolution (Harper Estates – PID Petition)

EXHIBIT A

Petition for the Creation of a Public Improvement District

Attachment: Draft Resolution (Harper Estates – PID Petition)

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS FOR THE HARPER ESTATES PUBLIC IMPROVEMENT DISTRICT

This petition ("Petition") is submitted and filed with the City Secretary of the City of Celina, Texas ("City"), by MM Celina 100, LLC, a Texas limited liability company (the "Petitioner"), owner of one hundred percent (100%) of the real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the extraterritorial jurisdiction of the City, more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B** (the "Property"). In support of this Petition, the Petitioner presents the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs (including but not limited to the funding of any capitalized interest and reserve funds), eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is $20,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment.

Attachment: Draft Resolution (Harper Estates – PID Petition)

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City.

The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

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The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

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The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

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This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary. in support of the creation of the District by the City Council of the City as herein provided. The Petitioner requests that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice

Attachment: Draft Resolution (Harper Estates – PID Petition)

thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the 28th day of June, 2022.

Petitioner:

MM Celina 100, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

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BEGINNING at a 1/2 inch iron rod found for the most easterly southeast corner of said Beckett Investment tract, from which a 60D nail found in wood right-of-way monument bears North 07 deg. 46 min. East, 2.60 feet, and from which a 1/2 inch iron rod found bears S 02°14' E, 7.67 feet, same being the northeast corner of that certain tract of land conveyed to Booker Living Trust, by deed recorded in cc# 95-0020523, (DRCCT), same being in the westerly right-of-way line of F.M. Highway No. 2478 (100 foot right-of-way);

THENCE along the common line of said Beckett Investment tract and said Booker tract as follows:

S 89°01'38" W, a distance of 1105.31 feet to a ½-inch iron found for corner, from which a 5/8-inch iron rod found bears N 87°56' W, 0.16 feet;

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N 02°46'53" W, a distance of 41.96 feet to a point;

N 08°40'36" E, a distance of 46.51 feet to a ½-inch iron rod found in approximate centerline of said creek, same being the northeast corner of said MEJ tract, same being the southeast corner of that certain tract of land conveyed to Alexander Business Investments, LTD., by deed recorded in cc# 20121228001646070 (OPRCCT);

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N 45°28'45" W, a distance of 33.58 feet to a point;

N 10°55'35" E, a distance of 18.97 feet to a point;

N 04°24'43" W, a distance of 15.74 feet to a point for the northwest corner of said Beckett Investment tract, same being the southwest corner of that certain tract of land conveyed to James Beckett, III, by deed recorded in Volume 4457, Page 173, Deed Records, Collin County, Texas (DRCCT);

THENCE North 89 deg. 26 min. 46 sec. East, along the common line of said Beckett Investment tract and said James Beckett tract, passing at a distance of 300.00 feet, a ½-inch iron rod with "Peiser & Mankin SURV" red plastic cap set, and continuing a total distance of 2061.44 feet to a ½-inch iron rod with "Peiser & Mankin SURV" red plastic cap set for the northeast corner of said Beckett Investment tract, same being the southeast corner of said James Beckett tract, same being in the westerly right-of-way line of aforesaid F.M. Highway No. 2478;

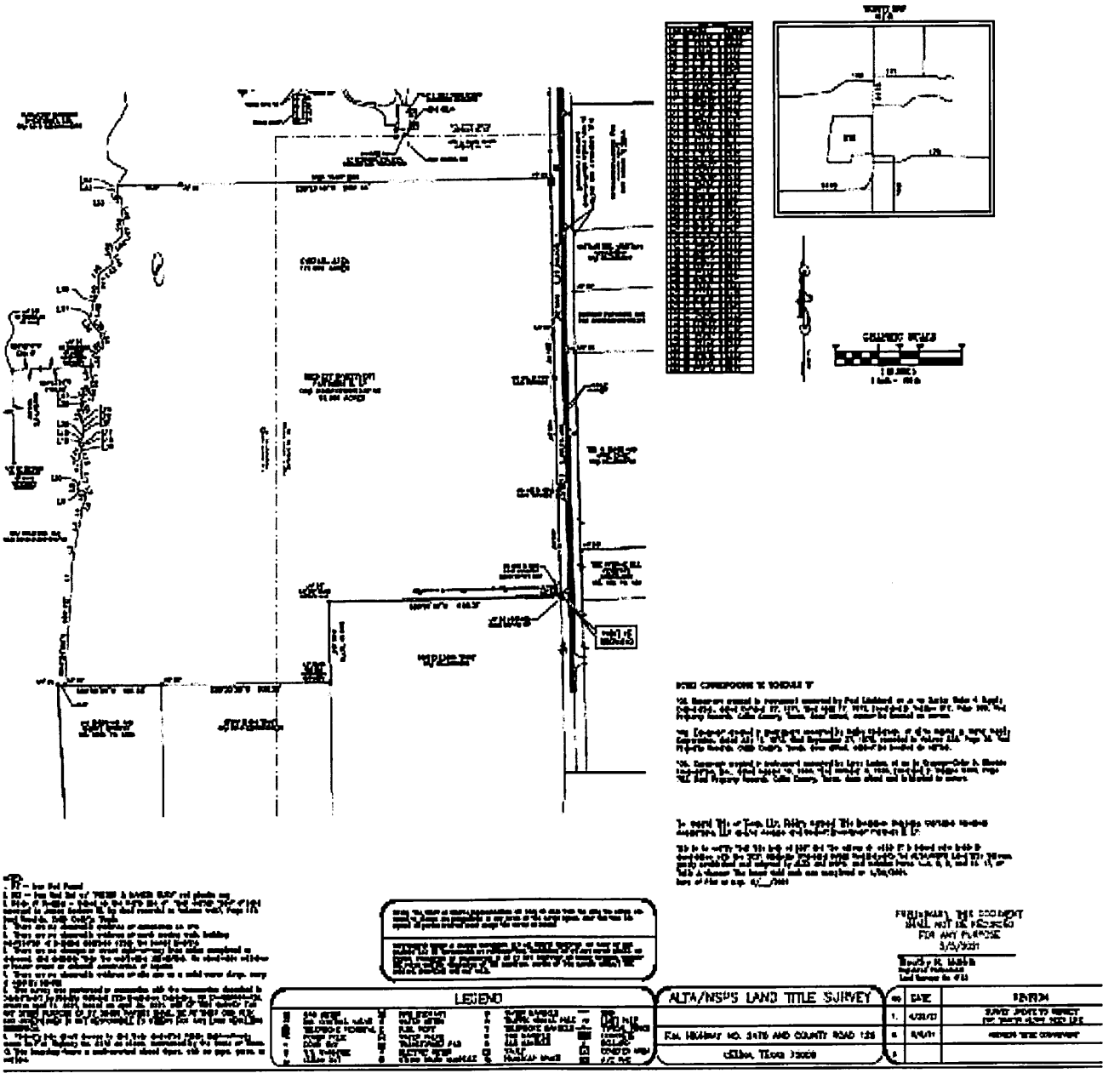
THENCE S 00°55'33" E, along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 649.32 feet to a ½-inch iron rod found;

THENCE S 01°41'55" E, continuing along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 1125.03 feet to the POINT OF BEGINNING and containing 99.951 acres of computed land, more or less.

Attachment: Draft Resolution (Harper Estates – PID Petition)

EXHIBIT B

Property Depiction



Attachment: Draft Resolution (Harper Estates – PID Petition)

Packet Pg. 326

7.H.b

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Celina, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by the property owner, MM Celina 100, LLC (the "Petitioner"), requesting that the City create the Harper Estates Public Improvement District (the "District") to include property owned by the Petitioner.

Time and Place of the Hearing. The public hearing will start at or after *5:00 p.m. on August 9, 2022, in the Celina Council Chambers, 112 N. Colorado Street***,** *Celina, Texas 75009*.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district;; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is not to exceed $20,000,000.00.

Proposed District Boundaries. The District is proposed to include approximately *99.951* acres of land generally located *west of FM 2478 and north of FM 2478*, located within the extraterritorial jurisdiction of the City and as more particularly described by a metes and bounds description available at Celina City Hall and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, except for PID assessments levied on real property within the District. No municipal property in the District shall be assessed. All of the

Attachment: Draft Resolution (Harper Estates – PID Petition)

costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

Attachment: Draft Resolution (Harper Estates – PID Petition)

EXHIBIT C

Metes and Bounds

BEING all that certain 99.951-acre tract of land situated in the W. A. Brown Survey, Abstract No. 55, S. P. Brown Survey, Abstract No. 62, and the John D. Brown Survey, Abstract No. 102, City of Celina, Collin County, Texas, and being all that certain tract of land conveyed to Beckett Investment Partners II, LP, by deed recorded in County Clerk's File No. (cc#) 20061020001512140, Official Public Records, Collin County, Texas (OPRCCT), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the most easterly southeast corner of said Beckett Investment tract, from which a 60D nail found in wood right-of-way monument bears North 07 deg. 46 min. East, 2.60 feet, and from which a 1/2 inch iron rod found bears S 02°14' E, 7.67 feet, same being the northeast corner of that certain tract of land conveyed to Booker Living Trust, by deed recorded in cc# 95-0020523, (DRCCT), same being in the westerly right-of-way line of F.M. Highway No. 2478 (100 foot right-of-way);

THENCE along the common line of said Beckett Investment tract and said Booker tract as follows:

S 89°01'38" W, a distance of 1105.31 feet to a ½-inch iron found for corner, from which a 5/8-inch iron rod found bears N 87°56' W, 0.16 feet;

S 01°01'07" E, a distance of 340.84 feet to a 1.5-inch brass disk monument found for the most southerly southeast corner of said Beckett Investment tract, same being the northeast corner of that certain tract of land conveyed to Story Living Trust, by deed recorded in cc# 20141223001395220 (OPRCCT);

THENCE S 89°35'38" W, along the common line of said Beckett Investment tract and said Story tract, a distance of 800.28 feet to a ½-inch iron rod found for angle point, same being the northwest corner of said Story tract, same being the northeast corner of that certain tract of land conveyed to Jay Khorsand and Sherry Sirospur, by deed recorded in Volume 5596, Page 5483 (DRCCT);

THENCE S 89°59'34" W, along the common line of said Beckett Investment tract and said Khorsand tract, a distance of 461.68 feet to a ½-inch iron rod found for the southwest corner of said Beckett Investment tract, same being the southeast corner of that certain tract of land conveyed to MEJ Holdings, LLC, by deed recorded in cc# 20181212001510710 (OPRCCT), same being in the approximate centerline of a creek;

THENCE along the common line of said Beckett Investment tract and said MEJ tract, same being the approximate centerline of said creek as follows:

N 04°24'56" E, a distance of 402.72 feet to a point;
N 01°22'34" E, a distance of 100.00 feet to a point;
N 11°10'34" E, a distance of 133.00 feet to a point;
N 13°52'34" E, a distance of 70.00 feet to a point;
N 09°09'46" E, a distance of 56.86 feet to a point;
N 27°35'17" E , a distance of 25.10 feet to a point;
N 09°44'46" E, a distance of 26.46 feet to a point;

Attachment: Draft Resolution (Harper Estates – PID Petition)

N 26°23'25" W, a distance of 16.51 feet to a point;
N 73°33'59" W, a distance of 39.19 feet to a point;
N 03°18'56" E, a distance of 9.09 feet to a point;
N 48°46'22" E, a distance of 22.54 feet to a point;
N 08°53'30" E, a distance of 56.48 feet to a point;
N 07°22'38" W, a distance of 38.92 feet to a point;
N 21°40'40" W, a distance of 27.10 feet to a point;
N 35°03'07" E, a distance of 21.67 feet to a point;
N 18°25'59" E, a distance of 12.49 feet to a point;
N 47°53'43" W, a distance of 15.64 feet to a point;
N 13°47'43" W, a distance of 9.19 feet to a point;
N 19°58'27" E, a distance of 10.67 feet to a point;
N 37°06'50" E, a distance of 15.66 feet to a point;
N 25°53'24" E, a distance of 22.37 feet to a point;
N 23°00'33" W, a distance of 14.77 feet to a point;
N 01°57'25" W, a distance of 27.53 feet to a point;
N 24°25'28" W, a distance of 19.28 feet to a point;
N 16°57'54" E, a distance of 36.94 feet to a point;
N 22°11'21" W, a distance of 23.42 feet to a point;
N 05°06'55" E, a distance of 23.61 feet to a point;
N 20°15'04" E, a distance of 18.51 feet to a point;
N 59°06'49" E, a distance of 29.77 feet to a point;
N 21°30'34" E, a distance of 27.60 feet to a point;
N 02°46'53" W, a distance of 41.96 feet to a point;
N 08°40'36" E, a distance of 46.51 feet to a ½-inch iron rod found in approximate centerline of said creek, same being the northeast corner of said MEJ tract, same being the southeast corner of that certain tract of land conveyed to Alexander Business Investments, LTD., by deed recorded in cc# 20121228001646070 (OPRCCT);

THENCE along the common line of said Beckett Investment tract and said Alexander tract, same being the approximate centerline of said creek as follows:

N 01°21'12" E, a distance of 41.64 feet to a point;
N 56°42'04" E, a distance of 69.23 feet to a point;
N 16°38'14" W, a distance of 65.83 feet to a point;
N 48°52'10" W, a distance of 44.78 feet to a point;
N 32°35'11" W, a distance of 32.89 feet to a point;
N 30°01'13" E, a distance of 18.42 feet to a point;
N 13°13'36" E, a distance of 53.61 feet to a point;
N 32°02'26" E, a distance of 33.11 feet to a point;
N 18°53'21" E, a distance of 25.86 feet to a point;
N 01°17'23" W, a distance of 61.40 feet to a point;
N 35°26'26" E, a distance of 19.74 feet to a point;
N 57°45'37" E, a distance of 68.00 feet to a point;
N 25°10'01" W, a distance of 33.76 feet to a point;
N 14°39'35" E, a distance of 56.00 feet to a point;
N 53°28'03" E, a distance of 50.27 feet to a point;

Attachment: Draft Resolution (Harper Estates – PID Petition)

N 03°02'00" E, a distance of 31.20 feet to a point;
N 15°25'31" E, a distance of 30.99 feet to a point;
N 10°27'43" W, a distance of 70.52 feet to a point;
N 13°08'57" E, a distance of 31.91 feet to a point;
N 45°28'45" W, a distance of 33.58 feet to a point;
N 10°55'35" E, a distance of 18.97 feet to a point;
N 04°24'43" W, a distance of 15.74 feet to a point for the northwest corner of said Beckett Investment tract, same being the southwest corner of that certain tract of land conveyed to James Beckett, III, by deed recorded in Volume 4457, Page 173, Deed Records, Collin County, Texas (DRCCT);

THENCE North 89 deg. 26 min. 46 sec. East, along the common line of said Beckett Investment tract and said James Beckett tract, passing at a distance of 300.00 feet, a ½-inch iron rod with "Peiser & Mankin SURV" red plastic cap set, and continuing a total distance of 2061.44 feet to a ½-inch iron rod with "Peiser & Mankin SURV" red plastic cap set for the northeast corner of said Beckett Investment tract, same being the southeast corner of said James Beckett tract, same being in the westerly right-of-way line of aforesaid F.M. Highway No. 2478;

THENCE S 00°55'33" E, along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 649.32 feet to a ½-inch iron rod found;

THENCE S 01°41'55" E, continuing along the common line of said Beckett Investment tract and said F.M. Highway No. 2478, a distance of 1125.03 feet to the POINT OF BEGINNING and containing 99.951 acres of computed land, more or less.

Attachment: Draft Resolution (Harper Estates – PID Petition)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Kim Brawner, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Ash Street - DA 1st Amendment

Action Requested:
Consider and act upon a request to amend a Development Agreement with Celina Depot, LLC; generally located at the southwest corner of Preston Road and Ash Street, within City Limits. (Ash Street – DA 1st Amendment) (Brawner)

Applicant:
Celina Depot, LLC
566 North Kimball Avenue, Suite 120
Southlake, TX 76092

Background:
The Ash Street Development Agreement is being revised in order to modify the scope of the Ash Street roadway improvements. Please refer to the attachments for additional information.

Supporting Documents:
- Location Map
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

PECAN ST
WALNUT ST
FM 455
N PRESTON RD
S LOUISANA DR
OKLAHOMA DR
BUS 289
ASH ST
OUSLEY BLVD
S PRESTON RD
W SUNSET BLVD
E SUNSET BLVD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Celina Station Phase 3 Location Map

City of Celina

6/2/2022

N W E S

0 345 690 Feet

Attachment: Location Map (Ash Street – DA 1st Amendment)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (the "First Amendment") is by and among the CITY OF CELINA, TEXAS, a home rule city located in Collin and Denton County, Texas (the "City"), and PRESTON ROAD DEPOT, LLC, a Texas limited liability corporation ("Owner") and is made and entered into effective as of the date signed by the Mayor of the City (the "Effective Date"). The foregoing parties are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City and Owner entered into that certain development agreement effective on June 8, 2021 (the " Agreement", as defined in such Agreement) concerning an approximately 18.602-acre tract of land; and

WHEREAS, the Agreement described Phases 1 and 2 of the Development, as described and defined therein, and the Parties now desire to agree to terms for Phase 3 as part of the Development, which will be a planned development with multifamily and commercial uses on a portion of the Property, and terms for the construction of certain Ash Street Improvements, adjacent to Phase 3, as defined herein; and

WHEREAS, Owner has applied for, and the Planning and Zoning Commission and the City Council approved rezoning of the Phase 3 Property that will permit the multifamily and commercial uses; and

WHEREAS, the Parties intend for Phase 3 to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein, and the plans provided in **Exhibit G**, including the Phase 3 Site Plan (as defined herein), elevations, design renderings, and trail connection design; and

WHEREAS, the Parties intend that Ash Street will be developed in accordance with the renderings and plans attached hereto as **Exhibit H**; and

WHEREAS, in consideration of the Owner's agreements contained herein to develop Phase 3 as envisioned by the Parties, and to incentivize the development of Phase 3, the City has agreed to reduce the impact fees for the development of the Phase 3 Property, and reimburse construction costs for the Roadway if exceeding a certain amount, as specifically set forth in this Agreement.

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties contract and agree as follows:

1. Section 1.2 of the Agreement is hereby amended to add or amend the following terms and definitions:

> Ash Street Improvements means those certain improvements described in the renderings and plans attached hereto as **Exhibit H**.

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

Ash Street Improvements Construction Costs Estimate shall mean the Preliminary Planning Costs – Ash Street Paving Extension prepared by John E. Elliott, P.E. on April 29, 2022, and depicted in **Exhibit I**.

Development shall mean Phase 1, Phase 2, and Phase 3.

Phase 3 means Phase 3 of Celina Station, which is a planned development with multifamily and commercial uses described in the plans provided in **Exhibit G**, including the Phase 3 Site Plan, elevations, design renderings, and trail connection design.

Phase 3 Property shall mean the property where Phase 3 development will occur, and as described in **Exhibit E** and depicted in **Exhibit F**.

Phase 3 Site Plan means the site plan included in **Exhibit G** for Phase 3.

2. Section 2.1(b) of the Agreement is hereby amended to read in its entirety as follows:

(b) The Parties agree that improvements to E. Ash Street will occur as part of Phase III. As required by the City Regulations and as depicted in **Exhibit H**, Owner shall, at its sole cost and expense, design and construct the Ash Street Improvements. Once the Ash Street Improvements are completed and accepted by the City (including its engineer), and the multifamily portions of Phase 3 are complete, accepted by the City (including its engineer), and given a certificate of occupancy by the City, the City agrees to reimburse the Owner for the costs of construction of the Ash Street Improvements that exceed $1,100,000. The Owner represents that the costs for the construction of the Ash Street Improvements are estimated in the Ash Street Improvements Construction Costs Estimate, and the City has relied on such estimates when entering into this Agreement. In no event shall the City be required to reimburse more than $1,100,000. for the Ash Street Improvements construction costs. The parties agree that the Ash Street Improvements shall be complete and excepted by the City prior to the final certificate of occupancy and acceptance of Phase 3 Development.

3. Section 4.1 of the Agreement is hereby amended to read in its entirety as follows:

4.1 Capital Recovery Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation tap fees, park fees, technology fees, permit fees, outdoor warning device fees, development, review and inspection fees and any other charges and fees not expressly exempted or altered by the terms of this Agreement. All capital recovery fees under this Section 4.1(a) will be due and payable at the time building permits are issued. Notwithstanding the foregoing, the City agrees to:

(a) reduce impact fees by 50% in Phase 1 for Lots 1 through 4;

(b) reimburse 50% of the roadway, water, and sewer impact fees that are collected on the Phase 2 and 3 Property due to commercial projects;

(c) reimburse 100% of the water, sewer, and roadway impact fees that are collected on the Phase 3 Property due to multifamily projects;

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

4. Section 9.12 of the Agreement is hereby amended to read in its entirety as follows:

9.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan and Onsite Design Elements
Exhibit D	Hardscape, Landscape, and Irrigation Plans
Exhibit E	Legal Description of the Phase 3 Property
Exhibit F	Depiction of the Phase 3 Property
Exhibit G	Phase 3 Development Plans
Exhibit H	Ash Street Improvements Plans
Exhibit I	Ash Street Improvements Construction Costs Estimate

5. Conflicts. To the extent of any conflict between this First Amendment and the Agreement, this First Amendment shall control.

6. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this First Amendment. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this First Amendment. In the event of any dispute over the meaning or application of any provision of this First Amendment, 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.

7. Enforceability. Each Party acknowledges and agrees that this First Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

8. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9. Exhibits. The following Exhibits are attached to this Amendment and are part of this First Amendment:

Exhibit E	Legal Description of the Phase 3 Property
Exhibit F	Depiction of the Phase 3 Property
Exhibit G	Phase 3 Development Plans
Exhibit H	Ash Street Improvements Plans
Exhibit I	Ash Street Improvements Construction Costs Estimate

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective as of the Effective Date. This First Amendment shall be filed in the land records of the county.

[SIGNATURE PAGES IMMEDIATELY FOLLOW THIS PAGE]

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

Accepted and executed as of the _____ day of _____, 2022.

CITY OF CELINA, TEXAS

By:_____

_____

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2022, by _____, _____ of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

Accepted and executed as of the _____ day of _____, 2022.

PRESTON ROAD DEPOT, LLC,
a Texas limited liability company

By:_____
Name: R. Guy Hatcher
Title: Registered Agent and sole Member

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2022, by R. Guy Hatcher, Registered Agent and sole Member of Preston Road Depot, LLC, a Texas limited liability company, who acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

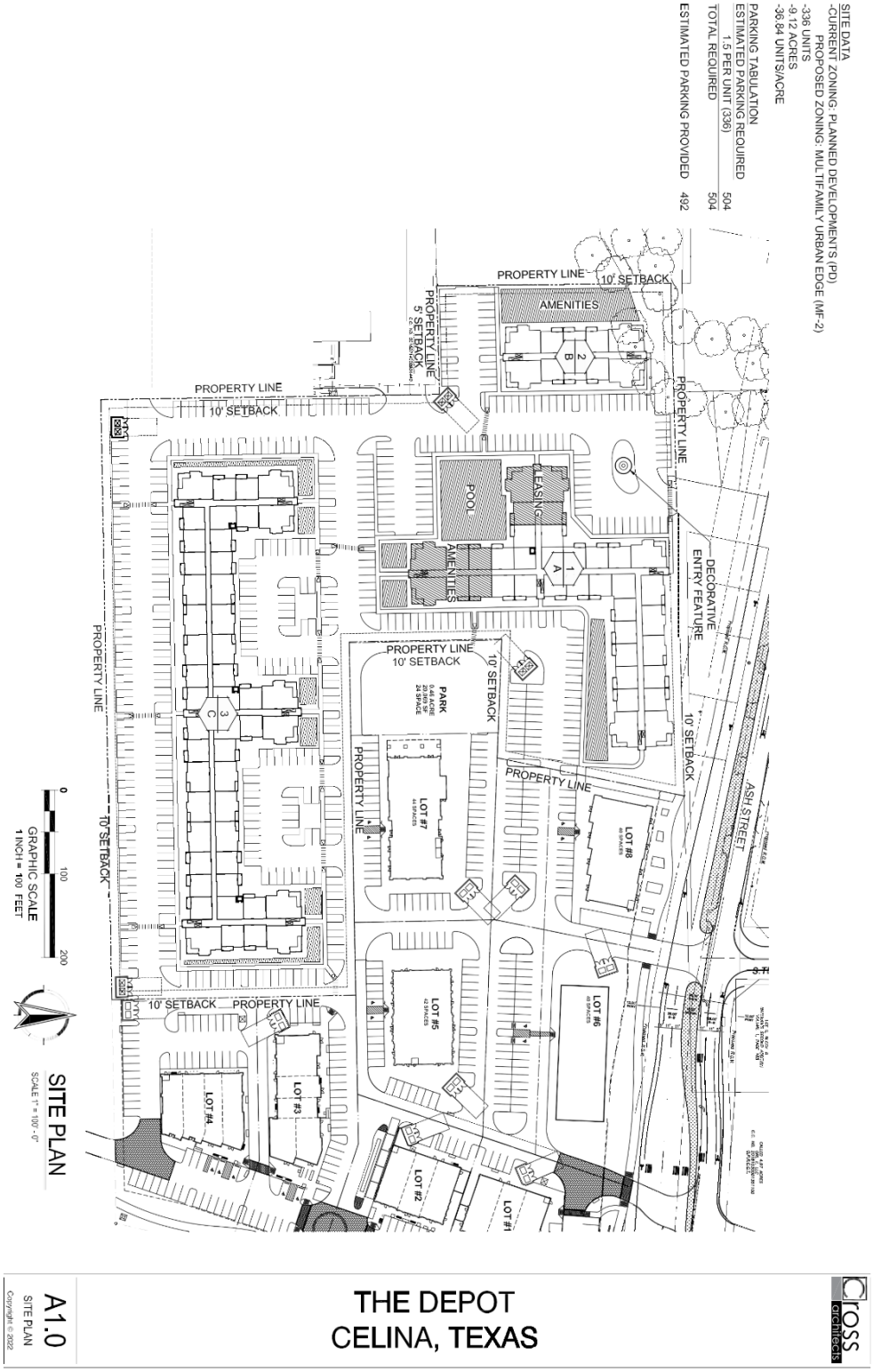
EXHIBIT E
LEGAL DESCRIPTION OF THE PHASE 3 PROPERTY

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

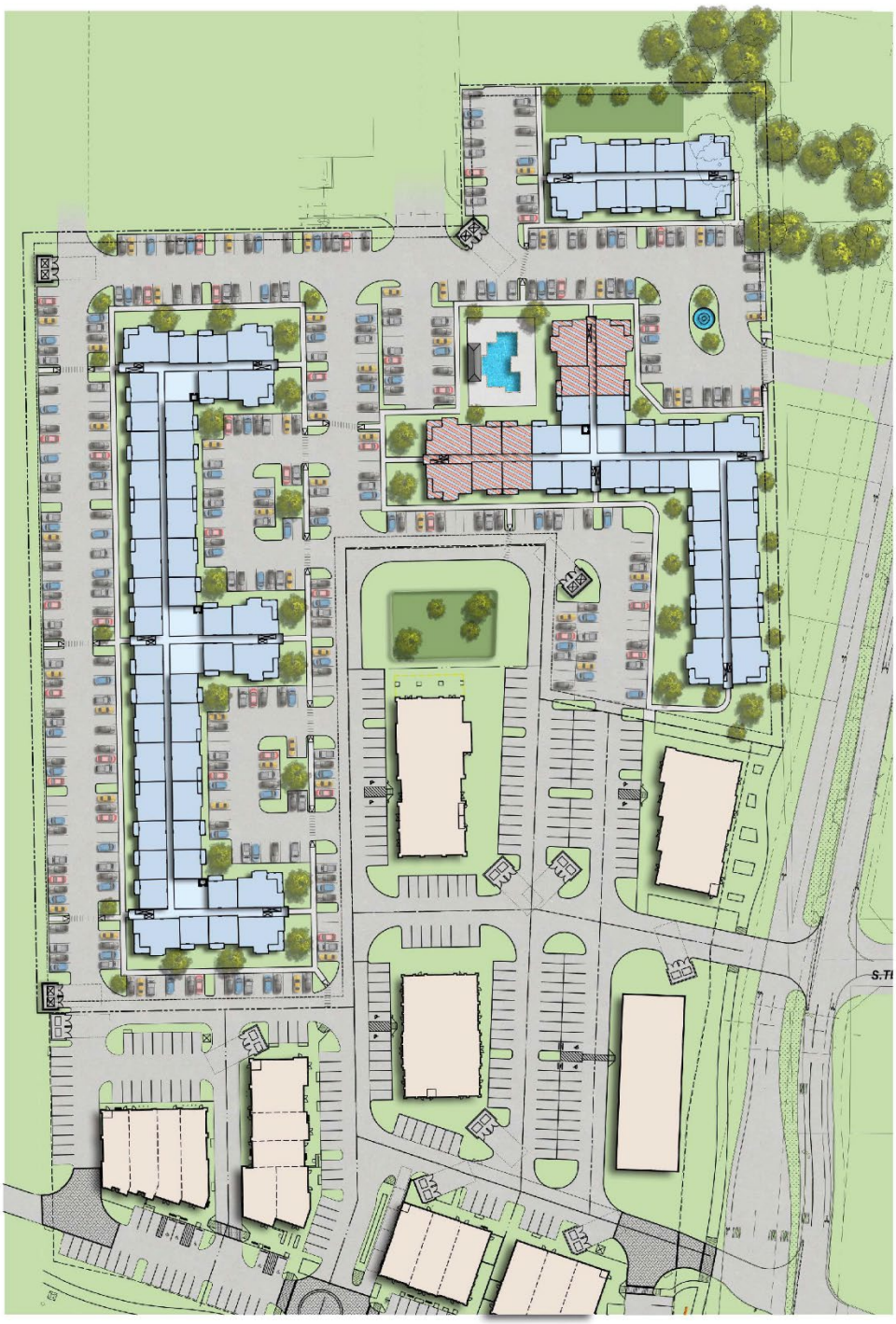
EXHIBIT F
DEPICTION OF THE PHASE 3 PROPERTY

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

EXHIBIT G
PHASE 3 DEVELOPMENT PLANS



Attachment: Draft Agreement (Ash Street – DA 1st Amendment)



SITE PLAN
SCALE 1" = 100'-0"

A1.1
SITE PLAN
Copyright © 2022

THE DEPOT
CELINA, TEXAS

cross architects

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

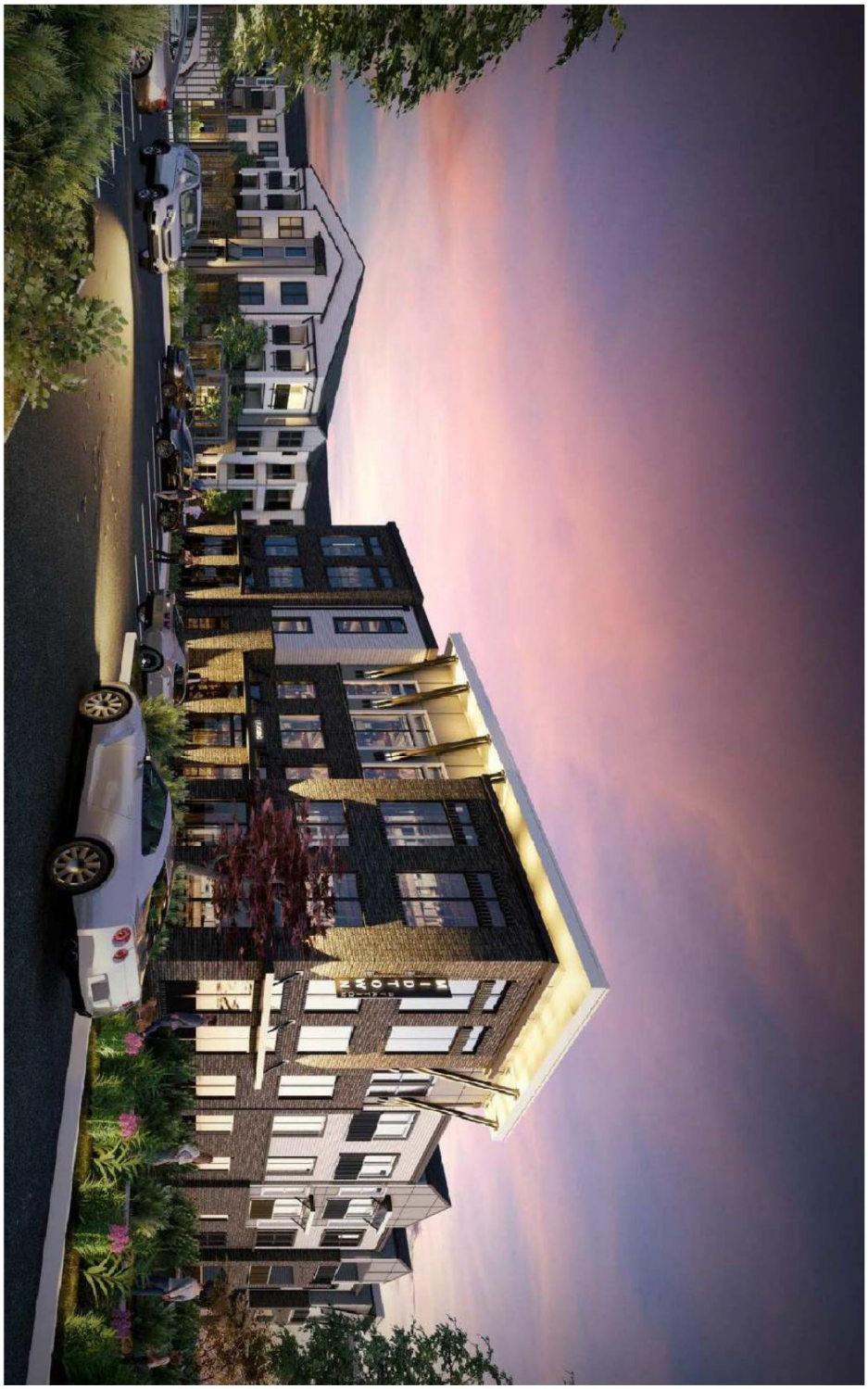
TYPICAL ELEVATION

THE DEPOT
CELINA, TEXAS

A1.2
TYPICAL ELEVATION
Copyright © 2022

cross architects

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)



TYPICAL ELEVATION

THE DEPOT
CELINA, TEXAS

A1.3
TYPICAL ELEVATION
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Cross Architects

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

ADJACENT COMMERCIAL ELEVATION
THE DEPOT
CELINA, TEXAS
A1.4
COMMERCIAL
ELEVATION
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Cross
architects

ADJACENT COMMERCIAL ELEVATION

THE DEPOT
CELINA, TEXAS

A1.5
COMMERCIAL ELEVATION
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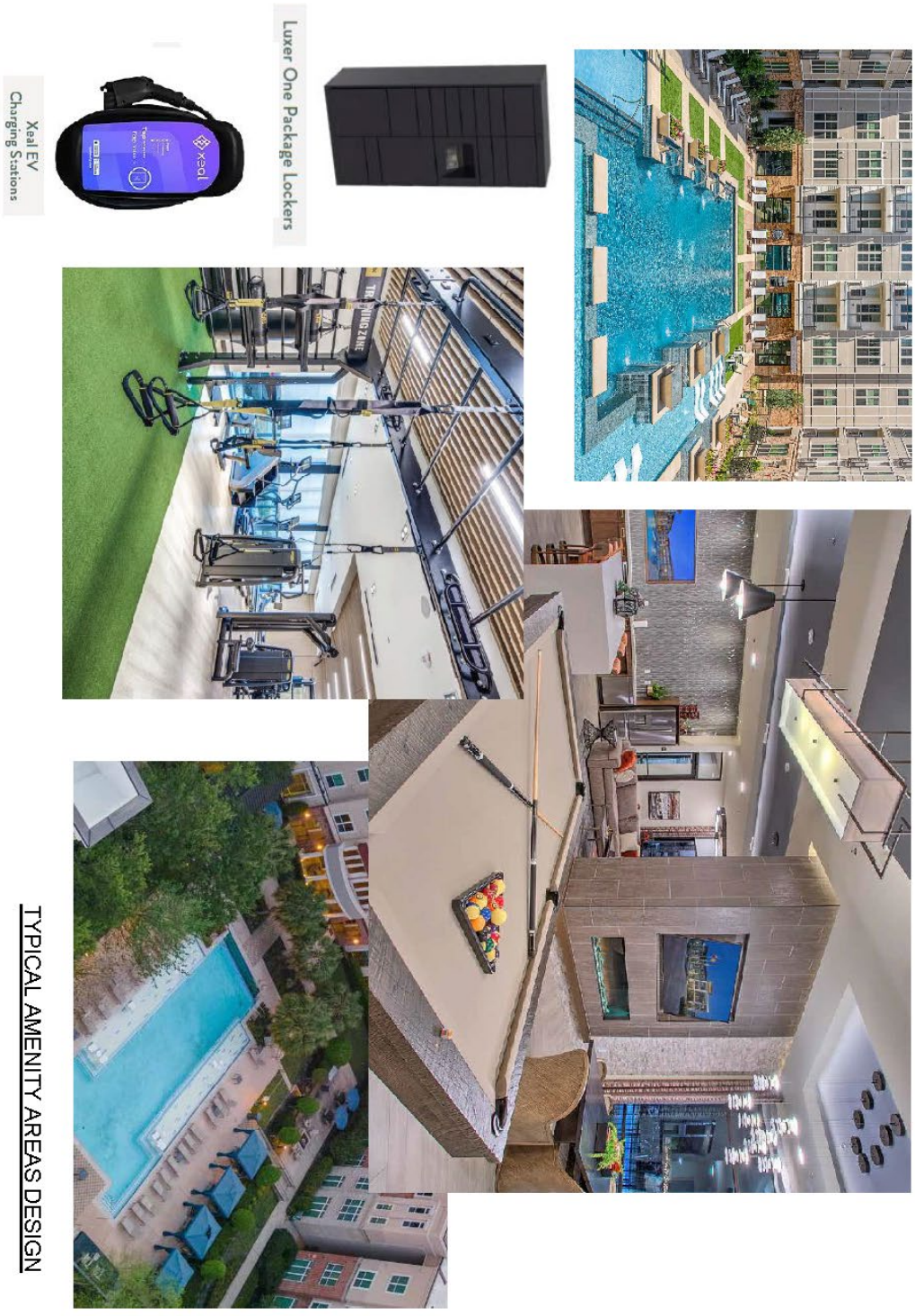
CROSS architects

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)



Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

Kitchens

- Whirlpool Stainless Steel Appliances
- Speckled Granite Countertops
- White Shaker-Style Cabinetry with Chrome Bar Pulls
- White Tile Backsplash
- Undermount Single Basin Sink with Gooseneck Retractable Sprayer
- Island Overhang (select units)
- Pantry

Interior Amenities

- 9-Foot Ceilings
- Modern Faux Wood Plank Flooring in Living and Wet Areas
- Plush Carpet in Bedrooms

Bathrooms

- Speckled Granite Countertops
- Framed Bathroom Mirrors
- Curved Shower Rods
- Dual Vanities (select units)
- Deep Soaking Tubs
- Walk-In Closets
- Linen Closets (select units)

TYPICAL UNIT FINISHES

THE DEPOT
CELINA, TEXAS

A1.7
TYPICAL POOL

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A1.8

TRAIL CONNECTION

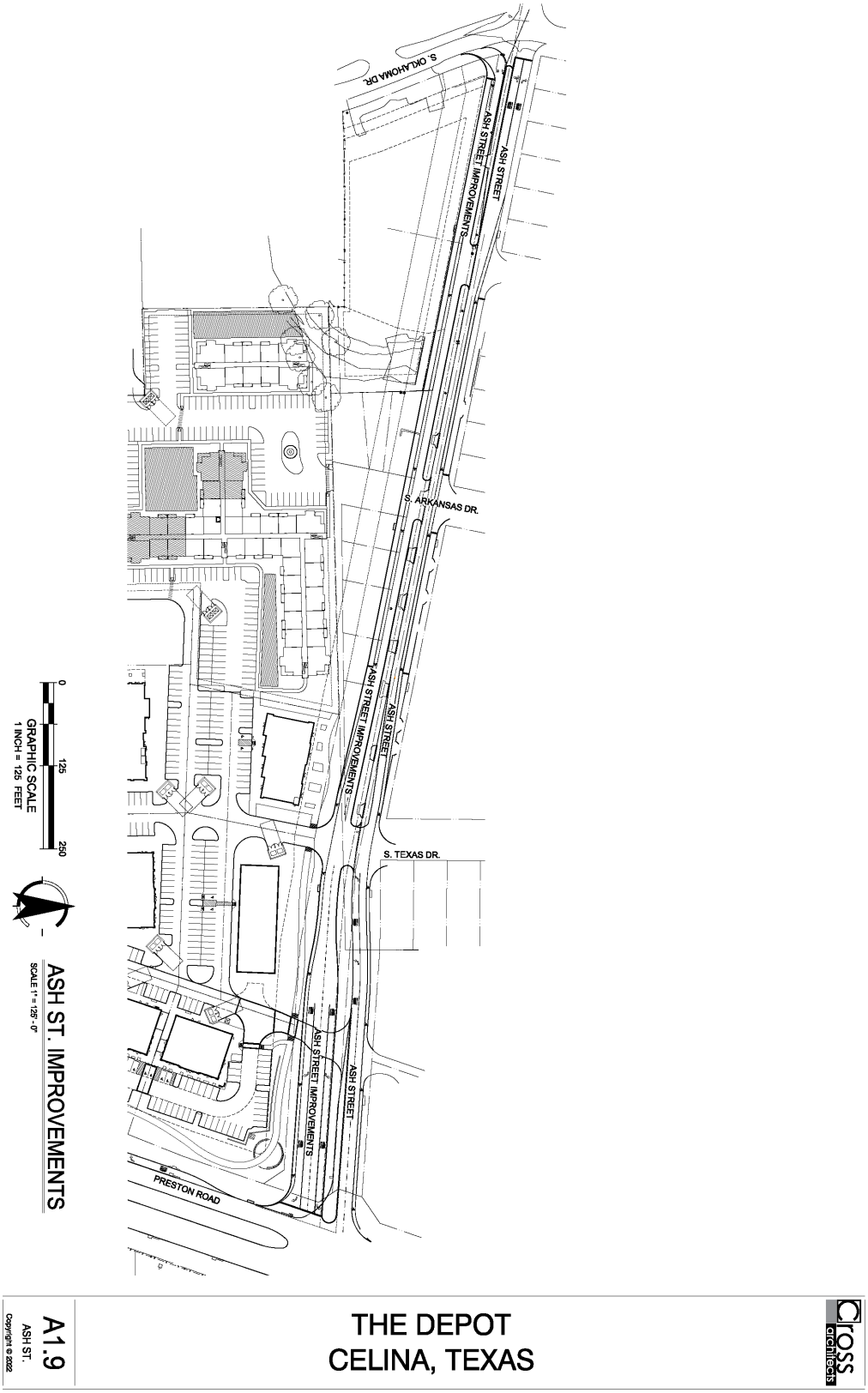
Copyright © 2022

THE DEPOT
CELINA, TEXAS

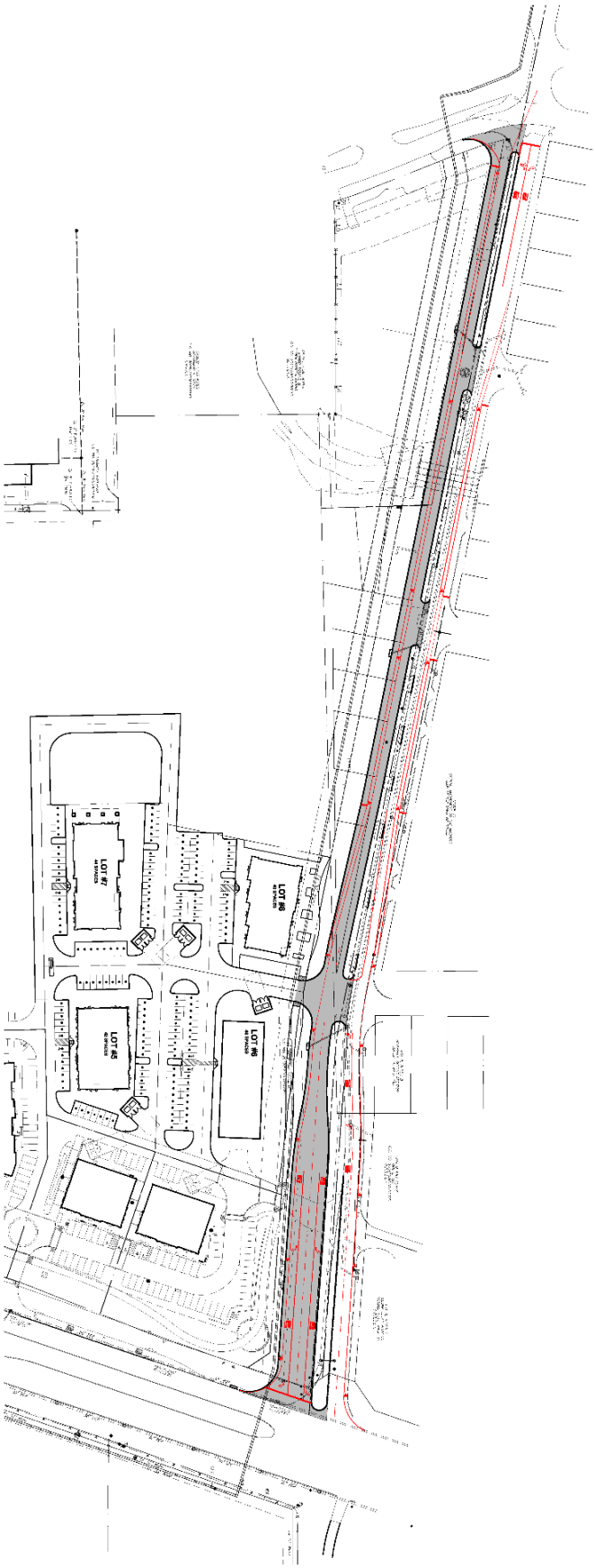
cross chronicles

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

EXHIBIT H
ASH STREET IMPROVEMENTS PLANS



Attachment: Draft Agreement (Ash Street – DA 1st Amendment)



Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

EXHIBIT I
ASH STREET IMPROVEMENTS CONSTRUCTION COSTS ESTIMATE

PRELIMINARY PLANNING COSTS - ASH STREET PAVING EXTENSION
PAVING & DRAINAGE IMPROVEMENTS

Preliminary Opinion of Construction Cost - 04-29-22

RLK: 21072

Item #	*Item Description*	*Project Quantity*	*Unit*	*Cost per Unit*	*Total Item Cost*
	General Paving Items				
1	Mobilization, Clearing, Etc.	1	LS	$15,000.00	$15,000.00
2	Remove, Dispose Exist. Concrete	1110	SY	$12.00	$13,320.00
3	Dirtwork (Density Control)	3400	CY	$13.00	$44,200.00
4	Lime Treated Subgrade (6")(PI<12)	7295	SY	$10.00	$72,950.00
5	Lime (Est. 40#/SY)	146	TON	$240.00	$35,040.00
6	8" Reinforced Concrete Paving	6900	SY	$100.00	$690,000.00
7	6" Monolithic Curb	3485	LF	$4.00	$13,940.00
8	18" Curb & Gutter	770	LF	$30.00	$23,100.00
9	Stamped Concete Pavers	1100	SY	$50.00	$55,000.00
10	Adust Water Valve	4	EA	$1,500.00	$6,000.00
11	Relocate Fire Hydrant	2	EA	$8,500.00	$17,000.00
12	Work Zone Traffic Control	1	LS	$15,000.00	$15,000.00
13	Pavement Markings & Signage	1	LS	$36,500.00	$36,500.00
14	Erosion Control	1	LS	$12,000.00	$12,000.00
15	Solid Sod (Bermuda)	3600	SY	$8.00	$28,800.00
				Total Paving Item Costs	$1,077,850.00
	General Drainage Items				
1	18" RCP	125	LF	$80.00	$10,000.00
2	Standard Curb Inlet	3	EA	$9,000.00	$27,000.00
3	TxDOT Curb Inlet	1	EA	$12,000.00	$12,000.00
4	TxDOT Inlet Cap	1	EA	$5,000.00	$5,000.00
5	Storm Water Pollution Prevention Plan	1	LS	$10,000.00	$10,000.00
				Total Drainage Item Costs	$64,000.00
				Total Construction Amount	***$1,141,850.00***

This preliminary opinion of construction cost has been prepared based upon limited existing information available and is subject to change upon design completion. This opinion of construction cost was prepared by John E. Elliott, P.E. on April 29, 2022.

Construction Cost Breakdown			
Section	Section Roadway Length (ft)	% of Roadway Length	Section Construction Costs
Celina Station Frontage	766	42.27%	$482,660.00
Remiander Frontage (City of Celina)	1046	57.73%	$659,190.01
		Total Construction Costs	$1,141,850.00

RLK ENGINEERING

Attachment: Draft Agreement (Ash Street – DA 1st Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement

Action Requested:
Consider and act upon the Fifth Amendment to Development, Settlement, and Annexation Agreement between the City of Celina, Texas, MM Celina 3200, LLC, and North Parkway Municipal Management District No. 1 regarding certain amendments to such Agreement for additional infrastructure. (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement) (Mohan)

Background Information:
Please refer to the attached agreement for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Agreement

Staff Recommendation:
Staff recommends approval as presented.

FIFTH AMENDMENT TO DEVELOPMENT, SETTLEMENT, AND ANNEXATION AGREEMENT

THIS FIFTH AMENDMENT TO DEVELOPMENT, SETTLEMENT, AND ANNEXATION AGREEMENT ("Fifth Amendment") is made and entered into by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality located in Collin and Denton Counties, Texas (the "City"), **NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1**, a special district created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, formerly known as **NORTH CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 3** (the "District"), and **MM CELINA 3200, LLC**, a Texas limited liability company (the "Developer" or "Owner"), to be effective on July 12, 2022 (the "Effective Date").

RECITALS

WHEREAS, the Developer, the District, and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, the City and Dynavest Joint Venture, a joint venture formed under the laws of the State of Texas with its principal place of business in Dallas, Texas (the "Original Owner"), previously entered into the Development, Settlement and Annexation Agreement (the "Original Development Agreement"), effective as of September 8, 2020, for the development of approximately 3236.601 acres of undeveloped property located wholly in Collin County, Texas; and

WHEREAS, the City, the District, and the Developer entered into the First Amendment to Development, Settlement and Annexation Agreement, effective on August 2, 2021 (the "First Amendment"), as amended by the Second Amendment to Development, Settlement and Annexation Agreement, effective on September 14, 2021 (the "Second Amendment"), as amended by the Third Amendment to Development, Settlement and Annexation Agreement, effective on December 14, 2021 (the "Third Amendment"), as amended by the Fourth Amendment to Development, Settlement and Annexation Agreement, effective on February 8, 2022 (the "Fourth Amendment", and collectively with the Original Development Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and this Fifth Amendment, the "Development Agreement"); and

WHEREAS, the Developer purchased and closed on the Property (as defined in the First Amendment) on August 2, 2021; and

WHEREAS, the Parties desire to amend the Development Agreement to recognize changes in the scope of the Public Infrastructure (as defined in the Development Agreement); and

WHEREAS, the Parties acknowledge and agree that, except to the extent amended by this Fifth Amendment herein, all provisions and terms contained in the Development Agreement shall remain in full force and effect; and

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Fifth Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

AGREEMENT

1. Defined Terms. All capitalized terms used in this Fifth Amendment, to the extent not otherwise expressly defined herein, shall have the meanings assigned to them in the Development Agreement.

2. Amendment to Section 4.6 "Roadway Public Infrastructure". The Parties agree that Section 4.6 "Roadway Public Infrastructure" of the Development Agreement shall be amended and replaced in its entirety to read as follows:

> 4.6 Roadway Public Infrastructure. The Parties agree to deviate from the City's standard adjacent lane requirements to create a two (2) lane network of roadway Public Infrastructure for the Property. The Developer agrees to construct or cause the construction of the following roadway Public Infrastructure, which construction shall include designing and obtaining rights-of-way and easements, and shall not include landscaping, lighting, left turn lanes, or median openings, as such roadway Public Infrastructure is shown on **Exhibit K** and **Exhibit K-1**:
>
> (a) South Tract.
> - (i) two (2) concrete lanes of J. Fred Smith Parkway from Dallas North Tollway to the eastern edge of the Property adjacent to J. Fred Smith Parkway;
> - (ii) two (2) concrete lanes of O'Brien Drive from Dallas North Tollway to Legacy Drive; and
> - (iii) two (2) concrete lanes of Legacy Drive from J. Fred Smith Parkway to O'Brien Drive.
>
> (b) North Tract.
> - (i) two (2) concrete lanes of Legacy Drive from G.A. Moore Parkway to Celina Parkway;
> - (ii) two (2) concrete lanes of two (2) internal collectors into the sections on the northeastern portion of the Property;
> - (iii) two (2) concrete lanes of Celina Parkway adjacent to the Property running north to south;
> - (iv) The Developer agrees to escrow or cause to be escrowed funds prior to the construction of Public Infrastructure for Parcel 12 as shown on the Concept Plan in the amount of the construction costs for construction of two (2) concrete lanes of G.A. Moore Parkway from Legacy Drive to Celina Parkway, which amount shall be agreed to by the City and the Developer. The City, in its discretion, agrees to use such escrowed funds to fund and construct either: (i) two (2) concrete lanes of G.A. Moore Parkway from Legacy Drive to Celina Parkway, or (ii) two (2) concrete lanes of Legacy Drive from G.A. Moore Parkway to O'Brien Drive; and

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

(v) two (2) concrete lanes of the internal roadways providing access to the Amenity Center located in the northeastern portion of the Property and more particularly shown on **Exhibit K-1**.

3. Amendment to Section 4.7 "Water Public Infrastructure". The Parties agree that Section 4.7 "Water Public Infrastructure" of the Development Agreement shall be amended and replaced in its entirety to read as follows:

4.7 Water Public Infrastructure. The City agrees to construct a Dallas North Tollway water line south of J. Fred Smith Parkway (the "Southern DNT Water Line") as shown on **Exhibit L** on or before the date that is eighteen (18) months following the City's receipt of Developer's Contribution and subject to Section 4.9 below; provided however, that if the Southern DNT Water Line is not complete by such date, the Developer may, at its option construct or cause the completion of the construction of the Southern DNT Water Line, and the City agrees to reimburse the Developer for the Developer's costs to complete the Southern DNT Water Line. Other than the Southern DNT Water Line, the Developer agrees to construct or cause the construction of all water Public Infrastructure as shown on **Exhibit L** and **Exhibit L-1**. The water service plan for the water Public Infrastructure is shown on **Exhibit L** and **Exhibit L-1**. The City agrees to pay or reimburse the Developer for the Developer's construction of any Oversized Public Infrastructure for water, including costs for the Developer's permitting, and construction, but excluding design costs and interest, described in the water service plan and this Section 4.7, and such payment or reimbursement shall occur within thirty (30) days after the City's acceptance of the Oversized Public Infrastructure or portion thereof.

4. Amendment to Section 4.8 "Wastewater Public Infrastructure". The Parties agree that Section 4.8 "Wastewater Public Infrastructure" of the Development Agreement shall be amended and replaced in its entirety to read as follows:

4.8 Wastewater Public Infrastructure. The Developer agrees to construct or cause the construction of all wastewater Public Infrastructure as shown on **Exhibit M** and **Exhibit M-1**. The wastewater service plan for the wastewater Public Infrastructure is shown on **Exhibit M** and **Exhibit M-1**. The City agrees to pay or reimburse the Developer for the Developer's construction of any Oversized Public Infrastructure for the wastewater Public Infrastructure, including reasonable and customary costs for the Developer's design, permitting, and construction, but excluding interest, described in the wastewater service plan and this Section 4.8, and such payment or reimbursement shall occur within thirty (30) days after the City's acceptance of the wastewater Oversized Public Infrastructure or portion thereof. Subject to the City's obligation to pay or reimburse for wastewater Oversized Public Infrastructure provided herein, the Developer agrees to fund and construct or cause to be funded and constructed the following wastewater Public Infrastructure as shown on **Exhibit M** and **Exhibit M-1**:

(a) one (1) regional lift station on the South Tract; provided, however, the City agrees to pay the Oversized Public Infrastructure costs for oversizing of the regional lift station, and the City agrees to fund and construct any future pumps and electrical

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

associated with the regional lift station beyond what is necessary for development of the Property; and

(b) the gravity lines and force main lines as needed for development of the Property.

5. Amendment to Section 11.11 "Exhibits". The parties agree that Section 11.11 "Exhibits" of the Development Agreement shall be amended and replaced in its entirety to read as follows:

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Concept Plan
Exhibit B-1	Pod 12 Concept Plan
Exhibit C	Land Use Standards
Exhibit C-1	Pod 12 Land Use Standards
Exhibit D	MMD Legislation
Exhibit E	City Consent Resolution
Exhibit F	intentionally omitted/reserved
Exhibit F-1	Pod 12 Open Space Plan
Exhibit F-2	Pod 12 Trails & Open Space Plan
Exhibit G	Dedications and Reservations for Public Facilities
Exhibit H	intentionally omitted/reserved
Exhibit I	Certification for Payment Form
Exhibit J	Closing Disbursement Request
Exhibit K	Roadway Public Infrastructure
Exhibit K-1	Roadway Public Infrastructure for Amenity Center
Exhibit L	Water Public Infrastructure
Exhibit L-1	Water Public Infrastructure for Amenity Center
Exhibit M	Wastewater Public Infrastructure
Exhibit M-1	Wastewater Public Infrastructure for Amenity Center
Exhibit N	HOA Public Education Support

6. Amendment to Add Exhibit K-1. The Parties agree to amend the Development Agreement to add Exhibit K-1 Roadway Public Infrastructure for Amenity Center, attached hereto as **Attachment 1**, and incorporated herein by reference.

7. Amendment to Add Exhibit L-1. The Parties agree to amend the Development Agreement to add Exhibit L-1 Water Public Infrastructure for Amenity Center, attached hereto as **Attachment 2**, and incorporated herein by reference.

8. Amendment to Add Exhibit M-1. The Parties agree to amend the Development Agreement to add Exhibit M-1 Wastewater Public Infrastructure for Amenity Center, attached hereto as **Attachment 3**, and incorporated herein by reference.

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

9. Miscellaneous.

(a) This Fifth Amendment amends the Development Agreement in no other manner except as expressly set forth herein, including the exhibits attached hereto. Except as amended herein, the terms, provisions, agreements, covenants, and conditions of the Development Agreement shall continue in full force and effect. In the event of a conflict between this Fifth Amendment, including the exhibits attached hereto, and the Development Agreement, the terms of this Fifth Amendment, including the exhibits attached hereto, shall control.

(b) This Fifth Amendment together with the Original Development Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this Fifth Amendment, the Original Development Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment. This Fifth Amendment and the Original Development Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall not be modified or amended except in writing signed by the Parties.

(c) If any provision of this Fifth Amendment is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Fifth Amendment; (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 Fifth Amendment shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

(d) This Fifth Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same instrument.

(e) The City represents and warrants that the individual executing this Fifth Amendment on behalf of the City has been duly authorized to do so. The District represents and warrants that the individual executing this Fifth Amendment on behalf of the District has been duly authorized to do so. The Developer represents and warrants that this Fifth Amendment has been approved by appropriate action of Developer, and that each individual executing this Fifth Amendment on behalf of Developer has been duly authorized to do so.

(f) Certificate of Interested Parties Form 1295. The Developer represents and warrants that it is required to comply with Section 2252.908 of the Texas Government Code, as amended, and must file, and has filed, a Certificate of Interested Parties Form 1295 prescribed thereunder with the City and the District.

(g) No Boycott of Israel; No Business With Sanctioned Countries. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Fifth Amendment is a contract for goods or services, will not boycott Israel during the term of this Fifth Amendment. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

foregoing verification, 'boycott Israel' 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. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

The Developer represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https ://comptroller.texas .gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(h) Verification Regarding Energy Company Boycotts. To the extent this Fifth Amendment constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Fifth Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(i) Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Fifth Amendment constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Fifth Amendment against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Signature Page to Follow]

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

EXECUTED by the City, the District, and Developer to be effective as of the Effective Date.

CITY OF CELINA

By: _____
Jay Pierce, Mayor Pro Tem

ATTEST:

_____
Lauren Field, Deputy City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of July, 2022 by Jay Pierce, Mayor Pro Tem of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

DEVELOPER

MM CELINA 3200, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of July, 2022 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Celina 3200, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

By:_____
Name: Greg Leveling
Its: President

ATTEST:

By:_____
Robert Klarer, Secretary

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of July, 2022 by Greg Leveling, President of North Parkway Municipal Management District No. 1, on behalf of said district.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires: _____

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

EXHIBIT K-1
Roadway Public Infrastructure for Amenity Center

k:\projects\010089\001\cad\exhibit\20220525_pulte_exh\pulte_pav_exh.dwg-bcrosby-5/26/2022 8:46 AM

KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE
EXHIBIT "_____"
AMENITY ROAD PAVING

PROJECT
LEGACY HILLS OPC
CELINA, TX

CLIENT
PULTE GROUP
CELINA, TX

PROJECT NUMBER: 010089001
DATE: 2022/05/25
SHEET: EXH 01

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

EXHIBIT L-1
Water Public Infrastructure for Amenity Center

KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE
EXHIBIT "_____"
AMENITY WATER

PROJECT
LEGACY HILLS OPC
CELINA, TX

CLIENT
PULTE GROUP
CELINA, TX

N
0 200 400
1:400

PROJECT NUMBER: 010089001
SHEET: EXH 01
DATE: 2022/06/09

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

EXHIBIT M-1

Wastewater Public Infrastructure for Amenity Center

KFM ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

TITLE
EXHIBIT "_____"
AMENITY WASTEWATER

N
0 200 400
1:400

PROJECT
LEGACY HILLS OPC
CELINA, TX

CLIENT
PULTE GROUP
CELINA, TX

PROJECT NUMBER: 010089001
SHEET: EXH 01
DATE: 2022/05/25

Attachment: Draft Agreement (Legacy Hills Fifth Amendment to Development, Settlement, and Annexation Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement

Action Requested:
Consider and act upon Major Improvements Project #2 Construction, Funding, and Acquisition Agreement between the City of Celina, Texas, MM Celina 3200, LLC and North Parkway Municipal Management District No. 1 regarding reimbursements for construction and installation of the Initial Major Improvements or Additional Major Improvements as described in the related Service and Assessment Plan, and other matters related thereto. (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement) (Mohan)

Background Information:
Please refer to the attached agreement for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Draft Agreement

Staff Recommendation:
Staff recommends approval.

MAJOR IMPROVEMENTS PROJECT #2 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS MAJOR IMPROVEMENTS PROJECT #2 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of [INDENTURE DATE], 2022 (the "Effective Date"), is by and between the **CITY OF CELINA, TEXAS**, a home rule municipality of the State of Texas (the "City"), **MM CELINA 3200, LLC**, a Texas limited liability company (the "Developer"), and **NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1**, a special district created under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution and Chapter 3986, Texas Special District Local Laws Code, formerly known as NORTH CELINA MUNICIPAL MANAGEMENT DISTRICT NO. 3 (the "MMD") (individually referred to as a "Party" and collectively as the "Parties").

ARTICLE I
DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Service and Assessment Plan (as hereinafter defined).

"Actual Cost(s)" means the costs of the Initial Major Improvements and Additional Major Improvements actually paid or incurred for the design, construction and installation of the Initial Major Improvements and Additional Major Improvements.

"Additional Major Improvements" means, collectively, the Additional Major Improvements listed in **Exhibit A-2** to be constructed in compliance with City ordinances. An individual Additional Major Improvement, including a completed segment or part, shall be referred to as an **Additional Major Improvement**.

"**Additional Major Improvements Account**" means that account of such name created in the Project Fund pursuant to the Indenture.

"Administrator" means, initially, Municap, Inc., or any other individual or entity designated by the MMD to administer the MMD.

"Annual Service Plan Update" means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to Section VII of the Service and Assessment Plan.

"Assessed Property" means any property that benefits from Major Improvements Project #2 within the MMD on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the MMD other than Non-Benefited Property.

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

"Bonds" means the North Parkway Municipal Management District No. 1 Special Assessment Revenue Bonds, Series 2022 (Major Improvements Project #2) to be issued by the MMD and secured by the Indenture and the Assessments.

"Budgeted Cost(s)" means the costs shown on **Exhibit A** attached hereto.

"**Certification for Payment"** means a certificate, substantially in the form of **Exhibit C** hereto or otherwise agreed to by the Developer, the MMD Representative, and the City Representative, executed by the Developer, provided to the City Representative and the Administrator, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Administrator to request payment for Actual Cost(s).

"City Manager" means the City Manager of the City, or its designee.

"City Inspector" means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

"City Representative" means City Manager of the City, or any other official or agent of the City later authorized by the City to undertake the action referenced herein.

"**Closing Disbursement Request"** means the certificate, substantially in the form of **Exhibit B** hereto or otherwise mutually agreed to by the Developer, Administrator and City Representative, specifying the amounts to be disbursed for the costs related to the creation of the MMD and the costs of issuance of the Bonds.

"Construction Contracts" means the contracts for the construction of the Initial Major Improvements and Additional Major Improvements. "Construction Contract" means any one of the Construction Contracts.

"Cost(s)" means the Budgeted Cost(s) or the Actual Cost(s) of an Initial Major Improvement or Additional Major Improvement as reflected in a construction contract, if greater than the Budgeted Cost(s).

"Cost Overrun" means, with respect to each Initial Major Improvement or Additional Major Improvement, as applicable, the Cost(s) or Actual Cost(s) as appropriate of such Initial Major Improvement or Additional Major Improvement in excess the Budgeted Cost(s).

"Cost Underrun" means, with respect to each Initial Major Improvement or Additional Major Improvement, as applicable, the amount by which the Budgeted Cost(s) exceeds the Actual Cost(s), as appropriate, of such Initial Major Improvement or Additional Major Improvement.

"**Development Agreement"** means that certain Development, Settlement and Annexation

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

Agreement, between the City and Dynavest Joint Venture, a joint venture formed under the laws of the State of Texas with its principal place of business in Dallas, Texas, effective as of September 8, 2020, as amended by the First Amendment to Development, Settlement and Annexation Agreement, between the City, the Developer, and the MMD, as amended by the Second Amendment to Development, Settlement and Annexation Agreement, between the City, the Developer, and the MMD, as amended by the Third Amendment to Development, Settlement and Annexation Agreement, between the City, the Developer, and the MMD, as amended by the Fourth Amendment to Development, Settlement and Annexation Agreement, between the City, the Developer, and the MMD, and as amended by the Fifth Amendment to Development, Settlement and Annexation Agreement, between the City, the Developer, and the MMD and as may be further amended from time to time.

"Final Completion" means completion of an Initial Major Improvement or Additional Major Improvement (including a section or segment thereof) in compliance with existing City standards for dedication to the MMD and subsequent transfer to the City in accordance with the Development Agreement.

"Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) pandemics and epidemics in which a governmental entity issues a stop work order with respect to residential and commercial construction within the Development; (g) governmental shutdowns, and (h) actions or omissions of a governmental entity (including the actions of the City in its capacity as a governmental entity) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) economic hardship; (v) changes in market condition; (w) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (x) the occurrence of any manpower, material or equipment shortages beyond the reasonable control of the Developer.

"Indenture" means that certain Indenture of Trust between the MMD and Wilmington Trust, National Association, Dallas, Texas, as trustee, dated as of [INDENTURE DATE], 2022 relating to the Bonds.

"Initial Major Improvements" means, collectively, the Initial Major Improvements listed

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in **Exhibit A-1** to be constructed in compliance with City ordinances. An individual Initial Major Improvement, including a completed segment or part, shall be referred to as an **Initial Major Improvement**.

"**Initial Major Improvements Account**" means that account of such name created in the Project Fund pursuant to the Indenture.

"Initial Major Improvements 2021 CFA" means the "Major Improvements Construction Funding, and Acquisition Agreement" dated as of October 12, 2021 between the City, the Developer, and the MMD and related to the financing of a portion of the Initial Major Improvements with the Series 2021 MMD Bonds.

"**MMD Act**" means, collectively, Chapter 3986, Texas Special District Local Laws and Chapter 375, Texas Local Government Code.

"MMD Representative" means President or Vice President of the Board of Directors of the MMD, or any other official or agent of the MMD later authorized by the MMD to undertake the action referenced herein.

"PID Act" means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended.

"Plans" means the plans, specifications, schedules and related construction contracts for the Initial Major Improvements or Additional Major Improvements, respectively, approved pursuant to the applicable standards and ordinances of the City, the Development Agreement, and any other applicable governmental entities.

"Project Fund" means the fund, including the accounts created and established under such fund, where monies from the proceeds of the sale of the Bonds, excluding those deposited in other funds in accordance with the Indenture, and interest and gains therefrom, shall be deposited, and the fund by such name created under the Indenture.

"Series 2021 MMD Bonds" means the North Parkway Municipal Management District No. 1 Special Assessment Revenue Bonds, Series 2021 (Major Improvements Project) issued by the MMD to finance a portion of the costs of the Initial Major Improvements.

"Service and Assessment Plan" means the Amended and Restated Service and Assessment Plan, adopted by the Board of Directors of the MMD on [MEETING DATE], 2022, as the same may be updated, amended, or supplemented, for the purpose of assessing allocated cost(s) against the property located within the boundaries of the MMD having terms, provisions and findings approved and agreed to by the Developer and the MMD, as required by this Agreement and in accordance with the MMD Act.

"Substantial Completion" means the time at which the construction of an Initial Major

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Improvement or Additional Major Improvement (or specified part thereof) has progressed to the point where such Initial Major Improvement or Additional Major Improvement (or a specified part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Initial Major Improvement or Additional Major Improvement (or a specified part thereof) can be utilized for the purposes for which it is intended.

"**Trustee"** means Wilmington Trust, National Association acting in its capacity as Trustee for the Bonds pursuant to the Indenture.

ARTICLE II
RECITALS

Section 2.01. The MMD and the Initial Major Improvements and Additional Major Improvements.

(a) The MMD was created in 2019 by the Texas Legislature as a municipal management district pursuant to Chapter 3986, Texas Special District Local Laws Code (the "District Legislation"), under the authority provided in Sections 52 and 52-a, Article III, Texas Constitution, and Section 59, Article XVI, Texas Constitution, and operates in accordance with (i) the District Legislation and (ii) the MMD Act for the financing of, among other things, the acquisition, construction and installation of the Initial Major Improvements or Additional Major Improvements.

(b) The Initial Major Improvements or Additional Major Improvements are eligible to be financed with the collection of Assessments from property within the MMD to the extent specified in the Service and Assessment Plan and subject to the provisions of the Development Agreement.

(c) The Developer will undertake the construction and installation of the Initial Major Improvements or Additional Major Improvements for dedication to and acceptance by the City in accordance with the terms and conditions contained in the Development Agreement.

(d) The proceeds from the issuance and sale of the Bonds shall be deposited in accordance with the Indenture.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the MMD, and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III
FUNDING

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Section 3.01. Reimbursements.

(a) The MMD shall reimburse the Developer for the Budgeted Cost(s) of the Initial Major Improvements or Additional Major Improvements, from the proceeds of the Bonds from amounts on deposit within the Project Fund for the payment of cost(s) of the Initial Major Improvements or Additional Major Improvements as described in the Service and Assessment Plan. The Developer agrees and acknowledges that it is responsible for all Actual Costs, Cost Overruns, except to the extent as provided for in Section 4.04 below, and all expenses related to the Initial Major Improvements or Additional Major Improvements.

(b) The obligation of owners of Assessed Property within the MMD, including the Developer to the extent it owns any Assessed Property in the MMD, to pay Assessments is not in any way dependent on the availability of amounts in the Project Fund, or otherwise available from other sources, including the net proceeds of the Bonds, to pay for all or any portion of the Cost(s) of the Initial Major Improvements or Additional Major Improvements hereunder.

(c) The MMD and the City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to pay the Costs of the Initial Major Improvements or Additional Major Improvements in the MMD.

(d) The Developer acknowledges that any lack of availability of amounts in the Initial Major Improvements Account of the Project Fund or the Additional Major Improvements Account of the Project Fund or otherwise available from other sources, including the net proceeds of the Bonds, to pay the costs of the Initial Major Improvements or Additional Major Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Initial Major Improvements or Additional Major Improvements required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the MMD is subject.

(e) The Developer acknowledges that some funds may not be immediately available for reimbursement for Actual Costs of the Initial Major Improvements or Additional Major Improvements submitted and approved with an approved Certification for Payment. The Parties hereto acknowledge that these remaining amounts will be disbursed, to the extent of available monies in the Project Fund under the terms of the Indenture, as money is deposited into the Project Fund for the payment of such Costs. Both Parties acknowledge that the availability of funds in the Project Fund does not relieve the Developer from its

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responsibility to construct or ensure the construction of the Initial Major Improvements or Additional Major Improvements.

(f) The MMD shall not be required to make any payment to the Developer under this Agreement unless all of the following conditions are met: (1) the Developer is current on all Assessments and the payment of all taxes, assessments, fees and other obligations to the MMD; (2) the Developer is not in default under this Agreement, the Development Agreement or a Developer Continuing Disclosure Agreement; and (3) the City has inspected and approved any portion of the Initial Major Improvements or Additional Major Improvements for which the Developer seeks reimbursement.

(g) The City shall not be required to make payment to the Developer pursuant to this Agreement.

Section 3.02. Disbursements; Transfers at Bond Closing.

(a) The City, the MMD and the Developer agree that from the proceeds of the Bonds and upon the presentation of evidence satisfactory to the MMD and the City, the MMD will cause the Trustee to pay at closing of the Bonds from the Costs of Issuance Account of the Project Fund and/or the Initial Major Improvements Account of the Project Fund or Additional Major Improvements Account of the Project Fund, an amount not to exceed the amount set forth in the Indenture to the persons entitled to the payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the MMD as of the date of delivery of the Bonds, as described in the Service and Assessment Plan.

(b) The MMD, the City and the Developer agree that upon the presentation of evidence satisfactory to the MMD Representative and the City Representative, the MMD will, on an monthly basis if a Certification for Payment is approved by the MMD and the City, cause the payment for Cost(s) of the Initial Major Improvements or Additional Major Improvements, to the Developer or its assignees from funds available in the Initial Major Improvements Account and/or the Additional Major Improvements Account, as applicable. These payments will be delivered to the Developer or its assignees pursuant to the submission of a Certification for Payment, in substantially the form of **Exhibit B** and **Exhibit C**, as applicable, attached hereto.

Section 3.03. Accounts. In addition to the Costs of Issuance Account, there shall be established the Initial Major Improvements Account and the Additional Major Improvements Account in the Project Fund, each to be administered by the Trustee in accordance with the Indenture.

(a) The Initial Major Improvements Account of the Project Fund. Certain proceeds from the issuance and sale of the Bonds attributable to the Initial Major Improvements shall be deposited into the Initial Major Improvements Account of the Project Fund in the amount shown in the Indenture.

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(b) The Additional Major Improvements Account of the Project Fund. Certain proceeds from the issuance and sale of the Bonds attributable to the Additional Major Improvements shall be deposited into the Additional Major Improvements Account of the Project Fund in the amount shown in the Indenture.

ARTICLE IV
CONSTRUCTION OF MAJOR IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Initial Major Improvements and Additional Major Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform or cause to be performed all of its obligations and shall conduct all operations with respect to the construction of Initial Major Improvements and Additional Major Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of the Initial Major Improvements and Additional Major Improvements to be acquired and accepted by the MMD from the Developer and conveyed to the City by the MMD as provided in this Agreement and the Development Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Initial Major Improvement and Additional Major Improvement and, upon completion, inspection, and acceptance, convey each Initial Major Improvement and Additional Major Improvement to the MMD for conveyance to the City in accordance with the terms hereof, even if there are insufficient funds to pay the Actual Cost(s) of the Initial Major Improvements in the Initial Major Improvements Account of the Project Fund and the Additional Major Improvements in the Additional Major Improvements Account of the Project Fund.

Section 4.02. No Competitive Bidding. The Initial Major Improvements and Additional Major Improvements shall not require competitive bidding pursuant to Section 252.022(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City or the MMD with respect to the Initial Major Improvements and Additional Major Improvements.

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Section 4.04. Remaining Funds after Completion of an Initial Major Improvement or Additional Major Improvement. Upon the Final Completion of (i) an Initial Major Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Initial Major Improvement, if the Actual Cost(s) of such Initial Major Improvement (or its completed segment or phase thereof) is less than the Budgeted Cost(s) or (ii) an Additional Major Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Additional Major Improvement, if the Actual Cost(s) of such Additional Major Improvement (or its completed segment or phase thereof) is less than the Budgeted Cost(s) (each, a "Cost Underrun"), any remaining Budgeted Cost(s) will be available to pay Cost Overruns on any other Initial Major Improvement or Additional Major Improvement (or its completed segment or phase thereof) as applicable with the approval of the City Representative and the MMD Representative and provided that all Initial Major Improvements and Additional Major Improvements as set forth in the Service and Assessment Plan are undertaken at least in part. Any Cost Underrun for any Initial Major Improvement (or its completed segment or phase thereof) is available to pay Cost Overruns on any other Initial Major Improvement (or its completed segment or phase thereof), or, if no costs of the Initial Major Improvements remain, to pay Cost Overruns on an Additional Major Improvement and may be added to the amount approved for payment in any Certification for Payment if approved by the City Representative and the MMD Representative. Any Cost Underrun for any Additional Major Improvement (or its completed segment or phase thereof) is available to pay Cost Overruns on any other Additional Major Improvement (or its completed segment or phase thereof), or, if no costs of the Additional Major Improvements remain, to pay Cost Overruns on an Initial Major Improvement and may be added to the amount approved for payment in any Certification for Payment if approved by the City Representative and the MMD Representative.

Any net balance remaining in the Project Fund, after a reconciliation of Cost Overruns and Cost Underruns related to Initial Major Improvements or Additional Major Improvements (or a completed segment or phase thereof) will be distributed in accordance with the terms of the Indenture.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "change orders") required for the construction of the Initial Major Improvements and Additional Major Improvements. The Developer may approve and implement any change orders, even if such change order would increase the Cost of an Initial Major Improvement and Additional Major Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders, except for amounts available and approved pursuant to Section 4.04.

ARTICLE V
ACQUISITION, CONSTRUCTION, AND PAYMENT

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Section 5.01. Closing Disbursement Request. In order to receive the disbursement from the Project Fund at closing of the Bonds described in Section 3.02, the Developer shall cause to be delivered to the Trustee at closing a Closing Disbursement Request, substantially in the form of **Exhibit B** hereto or otherwise acceptable and agreed to by the Developer, Administrator, the City Representative, and the MMD for the disbursements described in Section 3.02.

Section 5.02. Payment Requests for the Initial Major Improvements and Additional Major Improvements.

(a) No payment hereunder shall be made from the Project Fund for an Initial Major Improvement and Additional Major Improvement (or its completed segment or phase thereof), until a Certification for Payment is received from the Developer for work with respect to an Initial Major Improvement or Additional Major Improvement (or its completed segment or phase thereof) and approved for payment by the City, and the MMD. Upon receipt of a Certification for Payment, substantially in the form of **Exhibit C** hereto (along with all accompanying documentation required by the City and the MMD from the Developer, the City Inspector (for an Initial Major Improvement or Additional Major Improvement to be conveyed to the City by the MMD after conveyance thereto) shall conduct a review in order to confirm that such request is complete, to confirm that the work with respect to such Initial Major Improvement or Additional Major Improvement identified therein for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement and the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"), and shall, upon the conclusion of the review, forward the request to the City Representative. The City Inspector and/or City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review.

(b) Within fifteen (15) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the Certification for Payment to the MMD Representative who shall forward it to the Trustee for payment in accordance with the provisions of Section 5.03 hereof, or (ii) in the event the City Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a

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Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the MMD Representative who shall forward it to the Trustee in accordance with payment provisions of 5.03 hereof, and any such partial work shall be processed for payment under Section 5.03, notwithstanding such partial denial.

(c) If the City Representative denies or partially denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within 30 days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the City Representative or the MMD Representative or the Trustee, as applicable, for payment until the dispute is resolved by the City and the Developer.

Section 5.03. Payment for Initial Major Improvements and Additional Major Improvements.

(a) The City shall forward each reviewed and approved Certification for Payment, as evidence by the signature of the City Representative to the MMD Representative who shall forward it to the Trustee with instructions to make payment from the Initial Major Improvements Account of the Project Fund or the Additional Major Improvements Account of the Project Fund, as applicable, for such approved Certification for Payment pursuant to the terms of the Certification for Payment in an amount not to exceed the Budgeted Cost(s), except as provided for in Section 4.04. In the event of any conflict between this provision and Section 6.5 of the Indenture, Section 6.5 of the Indenture shall control.

(b) Approved Certificates for Payment that await reimbursement shall not accrue interest.

(c) Notwithstanding any other provisions of this Agreement, the Trustee, shall make payment directly to the person or entity specified by the Developer in an approved Certification for Payment, including: (1) a general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment; (2) to the Developer or any assignee of the Developer if an unconditional lien release is attached to such Certification for Payment; and, (3) to the Developer, or to the third party contractor directly, at Developer's request as specified in the Certification for Payment, in the event the Developer provides a general contractor's or suppliers of materials unconditional lien release for a portion of the work covered by the Developer or any

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assignee of the Developer to the extent of such lien release.

If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for an Additional Major Improvement identified in such request for payment being paid, then the Administrator shall hold the payment until work with respect to that Additional Major Improvement has been completed by the Developer and accepted by the City.

No such holdback shall be required for the Budgeted Costs of the Initial Major Improvements with respect to the funds on deposit in the Initial Major Improvements Account of the Project Fund; provided that the City, the MMD and the Developer acknowledge that such holdback is required pursuant to the Initial Major Improvements 2021 CFA executed in connection with the Series 2021 MMD Bonds. Neither the Administrator, the MMD, the MMD Representative, nor the City, City Council, City Manager, or City Representative shall have any liability for relying on the accuracy of the payee information in any Certification for Payment as presented by the Developer or its assignees.

(d) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanic's or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of any such remedy, so long as such delay in performance shall not subject the Initial Major Improvements and Additional Major Improvements to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Initial Major Improvement or Additional Major Improvement is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Initial Major Improvement or Additional Major Improvement until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF MAJOR IMPROVEMENT

Section 6.01. Initial Major Improvements and Additional Major Improvements to be Owned by the City – Title Evidence.

The Developer shall furnish to the City a preliminary title report for land with respect to the Initial Major Improvements as provided in Section 6.01 of the Initial Major Improvements 2021 CFA, and the provisions of such 6.01 of the Initial Major Improvements 2021 CFA are deemed incorporated herein with respect to matters relating to title evidence and acceptance by the City relating to the Initial Major Improvements.

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The Developer shall furnish to the City a preliminary title report for land with respect to the Additional Major Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the MMD after conveyance of such Additional Major Improvements to the MMD by the Developer and not previously dedicated or otherwise conveyed to the City by the MMD after conveyance to the MMD by the Developer, for review and approval at least 30 calendar days prior to the transfer of title of an Additional Major Improvement to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Additional Major Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Initial Major Improvements and Additional Major Improvements Constructed on City Land or Developer Land. If an Initial Major Improvement or Additional Major Improvement is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Initial Major Improvement or Additional Major Improvement. If the Initial Major Improvement or Additional Major Improvement is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Initial Major Improvement or Additional Major Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Initial Major Improvement or Additional Major Improvement as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Initial Major Improvement or Additional Major Improvement. The provisions for inspection and acceptance of such Initial Major Improvement or Additional Major Improvement otherwise provided herein shall apply.

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City and the MMD as follows:

(a) Organization. The Developer is a Texas limited liability company duly formed, organized and validly existing under the laws of the State of Texas, are in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement, and

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haves taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands of the Developer in the MMD or the Initial Major Improvements or Additional Major Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the MMD or the Initial Major Improvements or Additional Major Improvements.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Project Fund for the acquisition or construction of any improvement that are not part of the Initial Major Improvements or Additional Major Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

(f) Financial Records. For a period of two years after completion of the Initial Major Improvements and Additional Major Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Initial Major Improvements and Additional Major Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City and the MMD or their respective agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Initial Major Improvements and Additional Major Improvements will be constructed in full compliance with such Plans and any change orders thereto consistent with the PID Act and the Development Agreement.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the MMD, the MMD Representative, the City Manager or the City Representative related to the status of construction of the Initial Major Improvements and Additional Major Improvements within the MMD and the anticipated completion dates thereof.

(i) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations

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under this Agreement and the Development Agreement.

(j) Continuing Disclosure Agreement. The Developer agrees to provide the information required pursuant to the Continuing Disclosure Agreement executed by the Developer, the Administrator, and MuniCap, Inc. as Dissemination Agent, dated as of June 1, 2022 in connection with the Bonds.

(k) Tax Certificate. The MMD will deliver a certificate relating to the Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the "Tax Certificate") containing covenants and agreements designed to satisfy the requirements of 26 U.S. Code Sections 103 and 141 through 150, inclusive, and the federal income tax regulations issued thereunder relating to the use of the proceeds of the Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of 26 U.S. Code Section 148 (collectively, "Bond Proceeds").

(l) The Developer covenants to provide, or cause to be provided, such facts and estimates as the MMD reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Developer further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the best of the knowledge of the officers of the Developer providing such facts and estimates, true, correct and complete as of that date, and (ii) the Developer will make reasonable inquires to ensure such truth, correctness and completeness. The Developer covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds (including, but not limited to, the use of the Initial Major Improvements and Additional Major Improvements) that would cause any of the covenants or agreements of the MMD contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

Section 7.02. City Authority; Representations. The City represents and warrants to the Developer and the MMD that (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

Section 7.03. MMD Representations. The MMD represents and warrants to the Developer and the City that (1) the MMD has the authority to enter into and perform its obligations under this

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Agreement; (2) the person executing this Agreement on behalf of the MMD has been duly authorized to do so; (3) this Agreement is binding upon the MMD in accordance with its terms; and (4) the execution of this Agreement and the performance by the MMD of its obligations under this Agreement do not constitute a breach or event of default by the MMD under any other agreement, instrument, or order to which the MMD is a party or by which the MMD is bound.

Section 7.04. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE INSPECTORS, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS; AND THE MMD, ITS OFFICIALS, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE INITIAL MAJOR IMPROVEMENTS AND ADDITIONAL MAJOR IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE INITIAL MAJOR IMPROVEMENTS AND ADDITIONAL MAJOR IMPROVEMENTS ; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE INITIAL MAJOR IMPROVEMENTS AND ADDITIONAL MAJOR IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE INITIAL MAJOR IMPROVEMENTS AND ADDITIONAL MAJOR IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE INITIAL MAJOR IMPROVEMENTS AND ADDITIONAL MAJOR IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR 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 OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AND MMD AGAINST ALL SUCH CLAIMS, AND CITY AND MMD ARE REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

IN ITS REASONABLE DISCRETION, EACH OF THE CITY AND MMD SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR MMD IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED OR MMD-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.04 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

Section 7.05. Use of Monies by MMD. . The MMD agrees not to take any action or direct the Trustee to take any action to expend, disburse or encumber the money held in the Project Fund and any money to be transferred thereto for any purpose other than the purposes permitted by the Indenture. Prior to the acceptance of all the Initial Major Improvements and Additional Major Improvements, the MMD agrees not to modify or supplement the Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement: (a) the amount of money that would otherwise have been available under the Indenture for disbursement for the Costs of the Initial Major Improvements and Additional Major Improvements is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer are or may be substantially increased or otherwise adversely affected in any manner, or (c) the rights of the Developer are or may be modified, limited, restricted or otherwise substantially adversely affected in any manner.

Section 7.06. No Reduction of Assessments. The MMD and the Developer agree not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

ARTICLE VIII
TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City, the MMD, and the Developer, in which event the MMD and the City may either execute contracts for or perform any remaining work related to the Initial Major Improvements and Additional Major Improvements not accepted by the MMD or the City or other appropriate entity and use all or any portion of funds on deposit in the Project Fund or other amounts transferred to the Project Fund under the terms of the Indenture to pay for same, and the Developer shall have no claim or right to any further payments for the Cost(s) of an Initial Major Improvement or Additional Major Improvement hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the MMD and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer and the MMD if the Developer or the MMD shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer and the MMD, and the Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Initial Major Improvements and Additional Major Improvements. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) and the MMD of the grounds for such termination and allow the Developer and the MMD a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer and the MMD, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer and the MMD have not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to an Initial Major Improvement or Additional Major Improvement only as provided for under the terms of an indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer and the MMD, and such event has not been

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

cured or otherwise eliminated by the Developer, the City may in its discretion cause the trustee to cease making payments for the Actual Costs of Initial Major Improvements and Additional Major Improvements, provided that the Developer shall receive payment of the Actual Costs of any Initial Major Improvements and Additional Major Improvements that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the MMD and the City for cause, the MMD and the City may either execute contracts for or perform any remaining work related to the Initial Major Improvements and Additional Major Improvements not accepted by the MMD or the City and the MMD may use all or any portion of the funds on deposit in the Project Fund or other amounts transferred to the Project Fund and the Developer shall have no claim or right to any further payments for the Initial Major Improvements and Additional Major Improvements hereunder, except as otherwise may be provided upon the mutual written consent of the City, the MMD, and the Developer . The MMD and the City shall have no obligation to perform any work related to an Initial Major Improvement and Additional Major Improvement or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Termination Upon Redemption or Defeasance of Bonds. This Agreement will terminate automatically and with no further action by the MMD, the City or the Developer upon the redemption or defeasance of all outstanding Bonds issued under the Indenture.

Section 8.04. Construction of the Initial Major Improvements and Additional Major Improvements Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Initial Major Improvements and Additional Major Improvements in accordance with this Agreement and the Development Agreement.

Section 8.05. 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 fifteen (15) 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.

ARTICLE IX
MISCELLANEOUS

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

Section 9.01. Limited Liability of City and MMD. The Developer agrees that any and all obligations of each of the City and the MMD arising out of or related to this Agreement are special obligations of the City and the MMD, and the MMD's obligations to make any payments hereunder are restricted entirely to the monies, in the Project Fund and, subject in all respects to Article III hereof, from no other source. Neither the MMD, the MMD Representative, nor any other MMD officer, official, or agent or City, the City Inspector, the City Representative, nor any other City employee, officer, official, or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The MMD, the MMD Representative, the City Inspector or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to Costs and expenses incurred by the Developer only with respect to any of the Initial Major Improvements and Additional Major Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such transmission) or seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald 6371 Preston Road, Suite 200 Frisco, Texas 75034
And to:	Attn: Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201
To the Developer:	Attn: Mehrdad Moayedi MM Celina 3200, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

With a copy to: Attn: Travis Boghetich
Centurion American Development Group
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

To the MMD: Attn: Ross Martin
Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201
Email: rmartin@winstead.com

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.

The City shall advise the Developer and the MMD of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City and the MMD pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City or the MMD. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager and the MMD, except pursuant to a collateral assignment to any person or entity providing financing to the Developer for the Developer for an Initial Major Improvement and Additional Major Improvement, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Initial Major Improvement and Additional Major Improvement. In connection with any consent of the City or the MMD, the City and the MMD may condition their respective consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City or the MMD deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

those of a Party hereto and not as an owner of property in the MMD. Nothing herein shall be construed as affecting the MMD's, the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the MMD, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement, the Development Agreement, and the Indenture, the Indenture shall control.

Section 9.07. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, or the failure by a Party to exercise its rights upon the default of any other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Parties hereto any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

Section 9.10. Amendment. This Agreement may be amended upon Agreement of the Parties, from time to time in a manner consistent with the PID Act and the MMD Act, in writing hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement shall become effective upon its execution and delivery, by the Parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Effective Date.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or the later of the date on which (i) all amounts under this Agreement have been paid upon the redemption or defeasance of all outstanding Bonds issued under the Indenture.

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

Section 9.14 No Waiver of Powers or Immunity. Each of the City and the MMD does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. No Boycott Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' 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. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 9.16. Not a Listed Company. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 9.17 Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code,

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as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 9.18 Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Execution pages follow]

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF CELINA

By: _____
Name: Mindy Koehne, Mayor Pro-Tem

ATTEST:

_____
Vicki Tarrant, City Secretary

[Signature Page for CFA]

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

DEVELOPER:

MM CELINA 3200, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

MMD:

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

By:_____
Name: Greg Leveling
Its: President

ATTEST:

By:_____
Robert Klarer, Secretary

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

[Signature Page for CFA]

Exhibit A-1

Initial Major Improvements and Budgeted Costs

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

Exhibit A-2

Additional Major Improvements and Budgeted Costs

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

Exhibit B

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for MM Celina 3200, LLC, a Texas limited liability company (the "Developer") and requests payment from:

[the Costs of Issuance Account of the Project Fund][the Initial Major Improvements Account of the Project Fund] [the Additional Major Improvements Account of the Project Fund] from Wilmington Trust, National Association, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the North Parkway Municipal Management District No. 1 (the "MMD"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Major Improvements Project #2 Construction, Funding, and Acquisition Agreement (the "CFA Agreement").

In connection to the above referenced payments, the Developer represents and warrants to the City and the MMD as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the MMD at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the MMD at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the CFA Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

6. The Developer agrees to cooperate with the City and the MMD in conducting their review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City and the MMD to complete said review.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Payment Instructions

I hereby declare that the above representations and warranties are true and correct.

DEVELOPER:

MM CELINA 3200, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY MMD

The MMD is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the MMD approves the Closing Disbursement Request.

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

Exhibit C

FORM OF CERTIFICATION FOR PAYMENT

The undersigned is an agent for MM Celina 3200, LLC, a Texas limited liability company (the "Developer") and requests payment from [the Initial Major Improvements Account of the Project Fund] and/or [the Additional Major Improvements Account of the Project Fund] (as defined in the CFA Agreement) from the Wilmington Trust, National Association (the "Trustee") for the Bonds in the amount of $_____ for labor, materials, fees, and/or other general costs related to the construction of certain Initial Major Improvements and Additional Major Improvements as defined in the CFA Agreement. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Major Improvements Project #2 Construction, Funding, and Acquisition Agreement (the "CFA Agreement").

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Major Improvements have not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.

3. The amount listed for the Initial Major Improvements and Additional Major Improvements, as applicable, below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Initial Major Improvements and Additional Major Improvements, and such costs are in compliance with the CFA Agreement and the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the CFA Agreement, the Development Agreement and the Service and Assessment Plan.

5. All conditions set forth in the CFA Agreement, and the Development Agreement for the payment hereby requested have been satisfied.

6. The work with respect to the Initial Major Improvements and Additional Major Improvements referenced below (or its completed segment) has been completed and the City may begin inspection of the applicable Initial Major Improvement or Additional Major Improvement.

7. The Developer agrees to cooperate with the City and the MMD in conducting their review of the requested payment, and agrees to provide additional information and documentation

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

as is reasonably necessary for the City and the MMD to complete said review.

8. As required by Texas Local Government Code, Section 252.051, as amended, the Developer has provided the City with an independent appraisal of any Initial Major Improvement and Additional Major Improvement consisting of any real property, or any interest in real property including easements and rights-of-way and open space if any, to be acquired by the City including specifically monies on deposit in the Project Fund.

Payments requested should include the following:

[FOR ADDITIONAL MAJOR IMPROVEMENTS]

Payee / Description of Additional Major Improvement	**Total Cost of Additional Major Improvement**	**Budgeted Cost of Additional Major Improvement**	**Amount to be paid from the Additional Major Improvements Account**

[FOR INITIAL MAJOR IMPROVEMENTS]

Payee / Description of Initial Major Improvement	**Total Cost of Initial Major Improvement**	**Budgeted Cost of Initial Major Improvement**	**Amount to be paid from the Initial Major Improvements Account**

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the CFA Agreement, after receiving this Certification for Payment, the City is authorized to inspect the Initial Major Improvement and/or Additional Major Improvement (or completed segment or phase) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans. Afterwards, the City must then accept or deny this Certification for Payment.

Payments requested hereunder shall be made as directed below:

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

c. X amount to Person or Account Y for Z goods or services.

d. Etc.

I hereby declare that the above representations and warranties are true and correct.

_____

By:_____
Name: _____
Title: _____
Date: _____

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST BY MMD

The MMD is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the MMD approves the Certification for Payment.

NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Draft Agreement (Legacy Hills – MIA #2 Construction, Funding, and Acquisition Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Mesquoakee Ranch Emergency Services ILA (Fire)

Action Requested:
Consider and act upon an interlocal agreement for Fire Protection and Emergency Medical Services with the North Collin County Municipal Utility District No. 1; generally located southeast of future Marilee Road and future Peterman Parkway. (Mesquoakee Ranch Emergency Services ILA - Fire) (Mohan)

Background Information:
Consider and act upon an interlocal agreement for Fire Protection and Emergency Medical Services with the North Collin County Municipal Utility District No. 1.

Supporting Documents:
- Draft Agreement

Staff Recommendation:
Staff recommends approval.

STATE OF TEXAS §
§
COUNTY OF COLLIN §

INTERLOCAL COOPERATION AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

This INTERLOCAL COOPERATION AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES (this "Agreement") is made and entered into on _____, 2022, by and between the CITY OF CELINA, TEXAS, a Texas municipal corporation, acting by and through its City Council (the "City"), and NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas (the "District"). The City and the District are individually referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the District was created pursuant to that certain Order Dividing Mesquoakee Ranch Municipal Utility District of Collin County and Establishing Terms of Division, in accordance with House Bill No. 4626, 87th Legislature of Texas, Regular Session, 2021 codified at Chapter 7909, Texas Special District Local Laws Code (the "Creation Legislation"), for the purpose of, among other things, providing water, sanitary sewer and drainage facilities and roads to serve the land within its boundaries; and

WHEREAS, District seeks to secure Fire-Fighting Services and Emergency Medical Services (each as hereinafter defined, and together, the "Services") for the benefit of the residents and property owners within District's boundaries (the "District Area"), as described in the attached Exhibit "A"; and

WHEREAS, Section 49.351(e) of the Texas Water Code authorizes districts to contract with any other person to perform Fire-Fighting Services within the districts; and

WHEREAS, Sections 49.212 and 49.351 of the Texas Water Code authorize districts to adopt and enforce all necessary charges or mandatory fees for providing or making available any district facility or service (including the Services); and

WHEREAS, the Board of Directors of the District has determined that it is in the best interests of the District and its residents to enter into a long-term contract with City to provide the Services to the District Area and proceed to secure approval of such contract by the City, Collin County in accordance with Section 7909.0104(a)(2) of the Creation Legislation, the Texas Commission on Environmental Quality (the "TCEQ"), and the voters of the District at an election pursuant to Section 49.351 of the Texas Water Code (collectively, the "Approvals"); and

WHEREAS, this Agreement is made pursuant to the authority of Section 49.213(c)(7) of the Texas Water Code and Texas Government Code, Chapter 791 as amended, more commonly known as the "Interlocal Cooperation Act", which allows governmental entities to contract with each other to perform governmental functions for

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

each other that they are each authorized to perform for themselves.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:

Section 1.
Definitions

In addition to other capitalized terms defined herein, when used in this Agreement, the following capitalized terms shall have the meanings set forth below:

"Approval Date" means the date on which the last of the Approvals is obtained.

"Emergency Medical Services" means flight and ground emergency and non-emergency medical transportation services and medical dispatch provided by Collin County.

"Fire-Fighting Services" means all of the customary and usual services of a fire department, including fire suppression, fire prevention, training, safety education, maintenance, communications, emergency rescue, medical emergency services, photography, and administration services of the type and at the level of service regularly provided by City's Fire Department to persons and property located within City's incorporated limits on the Approval Date. This term shall also include fire inspections, code enforcement services that are typically performed by City's Fire Department personnel, or arson investigation services, to the extent the same are performed within City's incorporated limits.

"TCEQ" means the Texas Commission on Environmental Quality, a regulatory body and administrative agency of the State of Texas, or its successor agency.

Section 2.
Term.

2.1 **Conditions Precedent To District's Obligations.** Pursuant to applicable law and the rules of the TCEQ, before this Agreement may become effective as to the District, the District must (i) obtain approval from Collin County of this Agreement pursuant to Section 7909.0104(a)(2) of the Creation Legislation; (ii) develop a fire plan (the "Plan") in accordance with the provisions of Section 49.351, Texas Water Code, and the rules of the TCEQ; (iii) obtain TCEQ's approval of the Plan and this Agreement; and (iv) obtain the approval of the Plan and this Agreement by the majority of Districts voters voting in an election (an "Election") properly called and held by the District for such purpose. The foregoing shall constitute conditions precedent to this Agreement becoming effective as to the District. If such conditions precedent are not satisfied on or before December 31, 2023,

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

this Agreement shall automatically terminate as to the District as of December 31, 2023.

2.2 **Effective Date and Initial Term.** This Agreement is effective upon the Approval Date. The Initial Term of this Agreement is herein defined in Section 5.1(b) below.

2.3 **Renewal Terms.** Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional five (5) year renewal terms (the "Renewal Term(s)"), without the need for further action by the Parties, until the District Area is annexed for full purposes by the City and the District is abolished. However, any Party shall have the right to terminate this Agreement upon the conclusion of the Initial Term or any Renewal Term, by providing written notice of its election to terminate to the other Party on or before twelve (12) months preceding the scheduled date of expiration of the Initial Term or any Renewal Term.

Section 3.
Scope of Services

3.1 **Current Staffing, Equipment and Stations.** The City owns, staffs, equips and operates fire stations as well as fire-fighting vehicles, emergency medical vehicles, and other equipment which City uses for the provision of the Services within City's incorporated limits and will be used in providing the Services to the District Area. In providing the Services to the District Area, the City shall be responsible for the operation of a fire station and all associated vehicles and equipment.

3.2 **Use of Water System.** The Parties acknowledge that in providing Fire-Fighting Services to the District Area, City will use the fire hydrants, connections and water supply and distribution systems owned by Mustang Special Utility District (the "Water System") which have been or will in the future be installed within the District Area. In addition, the District shall not be liable to City for any deficiency or malfunction of the Water System located within the District Area except to the extent such deficiency or malfunction is the result of the negligent or intentional acts or omissions of the District, its employees, agents, and/or contractors.

3.3 **Provision of Fire-Fighting Services.** During the term of this Agreement (including the Initial Term and any Renewal Terms), and for so long as all payments are timely made to the City as required by Section 5, below, City agrees to provide the Services to all persons, buildings and property located within the District Area, including any land added to the District Area by annexation, to the same extent and the same level of service as it would within City. In providing the Services to the District Area, City shall follow its adopted standard operating procedures, as they may be amended from time to time, in order to determine, in the City's sole discretion, (i) whether Services are required in a particular case, (ii) the order in which to respond to competing requests for Services and (iii) the time in which to respond to a particular request for Services. It is understood and acknowledged that response times, priority of calls and the services provided will be managed by the City

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

for the District Area in the same manner as within the City. City shall not be in default of this Agreement resulting from such difference in response times, priority of calls or services.

3.4 **Call and Response Data.** City shall maintain records of response to emergency calls, including, but not limited to date, time, location of emergency, type of emergency, time to respond, and results. City agrees to provide a report to the Districts, as applicable, containing the foregoing information for a period of time not exceeding twelve (12) months not later than thirty (30) days after receipt of a written request. Requests for data for a period earlier than one (1) year prior than the date the request is received shall be delivered to the requesting Party as soon as reasonably feasible, but in no case later than sixty (60) days after City's receipt of the request. It is understood and acknowledged that City shall not be required to provide data and information relating to periods of time beyond City's standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with City's records retention policy. The District expressly waives its right to request documents containing information considered confidential under the Health Insurance Portability and Accountability Act, or any similar state law (collectively "HIPAA"). The City shall not be required to release documents containing confidential HIPAA information. Any request for records requiring information beyond the basic call for service information described above requires the submission of a public information request and shall be governed by the Texas Public Information Act Chapter 552, Texas Government Code.

3.5 **Insurance.** City shall be responsible for providing all general and personal liability coverage necessary for the adequate protection of City employees providing the Services at the same level of protection afforded officers and employees while performing the same or similar duties in City's incorporated limits.

3.6 **Governmental Functions.** The Parties each acknowledge and agree that the Services to be performed by the City are a governmental function.

Section 4.
Employees, Independent Contractors and Volunteers

City's employees, independent contractors and/or volunteers shall meet at least the minimum State qualifications with respect to their performance of the Services required under this Agreement. District shall not (i) assume responsibility for the actions of City's employees, independent contractors and/or volunteers in performing the Services pursuant to this Agreement, and (ii) will make no recommendations regarding, and is in no way be responsible for, the selection, sufficiency or qualification of City's employees, independent contractors and/or volunteers.

Section 5.
Compensation for the Services

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

5.1 Compensation.

(a) The Parties have agreed upon a methodology to determine a fair and equitable allocation of the costs of providing the Services to the District Area.

(b) To the extent allowed by law, the City agrees to provide the Services at a level of service not less than those available in other parts of the City with land uses and population density similar to those reasonably projected for the District Area. Such Services shall be provided by the City during the term of this Agreement in consideration of a monthly fee initially in the amount of $40.00 per water meter when a meter is issued for all types of construction, such as residential and commercial, and continuing for each month thereafter (the "Service Fee"). The Service Fee shall be billed and collected by the District in conjunction with the monthly water and sewer collection bill for such structure. The $40.00 Service Fee amount shall remain in effect until at least two (2) years have elapsed after 100% of the infrastructure for Phase I development in a particular District has been accepted (the "Initial Term"). During the Initial Term, the District shall pay the Service Fee collected by the District to the City on a quarterly basis.

(c) After the Initial Term, the Parties agree to use a methodology to determine a fair and equitable allocation of the costs of providing the Services to the District Area. The methodology is intended to produce a cost to a resident of the District comparable to that allocable to a resident on the City for same or similar services. The methodology for calculating the annual amount (the "Annual Invoice") to be paid by the District under this section the Services provided by the City is set forth on Exhibit "B" attached hereto and incorporated herein for all purposes.

Calculation for the Services of Annual Invoice after the Initial Term:

(i) On or before September 1 of each year during any Renewal Term of this Agreement, the City shall provide to the District the calculation of the Annual Invoice for the coming year. The Annual Invoice shall consist of two components as follows: (A) the Annual Amount calculated by following the process set forth in Exhibit B; and (B) the Prior Year Adjustment (hereinafter defined). The Parties agree to make reasonable and good faith efforts to resolve any issues regarding such calculation. [By way of example and to further explain and confirm the intent of the Parties, the calculation of the Annual Amount for the period ending _____ is shown on Exhibit B.] Within thirty (30) days from District's receipt of such City calculation, but not later than October 1, the City shall send an invoice to the District in the amount of the Annual Invoice.

(ii) On or before the following August 30, the City shall recalculate the Annual Amount for the current year following the process set forth in

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Exhibit B. Should such recalculation produce an increase or decrease, as the case may be, in the Annual Amount for that year (the amount of such increase or decrease being the "Prior Year Adjustment"), the Prior Year Adjustment shall be added to or deducted from, as appropriate, the Annual Invoice for the coming year.

(d) The Annual Invoice shall be paid in ten (10) equal monthly payments, beginning October 25 each year and ending the following July 25.

Section 6.
Notices

All notices given pursuant to this Agreement shall be in writing and given by overnight courier or certified mail with return receipt requested, in either case with receipt being deemed the date of the signed receipt. Notice given in any other manner shall be effective only if in writing and when actually received by the party or parties to be notified. For the purpose of notice, the addresses of the parties are as follows:

If to the City:

Attn: City Manager
City of Celina
142 N. Ohio Street
Celina, Texas 75009
(972) 382-2682

If to the District:

North Collin County Municipal Utility District No. 1
c/o Coats Rose, P.C.
Attn: Mindy L. Koehne
14755 Preston Road, Suite 600
Dallas, Texas 75254

Each Party shall have the right to change its address and specify same as the notice address for purposes of this Agreement by giving at least 30 days written notice to the other Party.

Section 7.
Miscellaneous

7.1 Parties In Interest. This Agreement shall be for the sole and exclusive benefit of City and District and shall not be construed to confer any benefit or right upon any other party.

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

7.2 **Entire Agreement.** This Agreement constitutes the entire Agreement among the Parties relative to the subject matter hereof. There have not been and are no agreements, covenants, representations or warranties among the Parties, either oral or written, relative to such subject matter other than those expressly stated or provided for herein.

7.3 **Good Faith Cooperation.** The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

7.4 **Default and Remedies.**

(a) **Notice of Default.** No Party shall be in default under this Agreement until (i) written notice of the alleged failure of such Party to perform any of its obligations hereunder has been given by another Party and (ii) such noticed Party has had a period of time, as specified below, in which to cure the alleged failure. The Party declaring a default shall notify the offending Party in writing of any such alleged failure to perform. Such notice shall specify the basis for a declaration of default, and the notified party shall have thirty (30) days from the receipt of such notice to cure any default. If a default is not cured within such 30-day period, then the noticing Party shall have the option to terminate this Agreement.

(b) **City Termination; Other Remedies.** City shall have the right to terminate this Agreement for failure by the District, as applicable, to make the payments described in Section 5, but only after (i) City provides written notice to the District of its intent to terminate this Agreement and (ii) the District is given twenty-one (21) days from the receipt of such notice from City to cure the failure. City may terminate this Agreement for a failure to pay only after a failure to make all required payments within such 21-day period. City may further seek such legal remedies available to City under law to recover any amount which remains outstanding pursuant to this Agreement. Any amounts due and payable to City and which remain unpaid after thirty (30) days from the date such payment was due shall bear interest at the maximum rate allowed by law commencing on the 31st day after payment was due. In the event City is required to file suit to collect any unpaid amounts under this Agreement, City shall further be entitled to costs and reasonable attorneys' fees incurred in prosecuting such suit.

(c) **District Termination.** District's recourse for failure of City to furnish the Services under this Agreement will be the right to terminate this Agreement on or after the 60th day after providing written notice to City

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

of such failure containing a description of how City has failed to provide the Services, and City fails to cure such default. Termination pursuant to this Section 7.4(c) shall not release the District of the obligations to pay for the Services provided by City up to the date of termination or the date City ceased providing the Services, whichever is earlier.

(d) **District's Rights Upon Termination.** Should this Agreement be terminated for any reason, or if any term of this Agreement ends and the Agreement is not renewed, District will be free to seek the services contemplated by this Agreement from any source available to District.

7.5 **Severability.** The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall be not be affected thereby.

7.6 **Force Majeure.**

(a) In the event any Party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of such Party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period of time. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected shall give written notice of such force majeure to the other Party. If possible to remedy, such cause shall be remedied with all reasonable dispatch.

(b) The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the United States or the State of Texas or other military authority with jurisdiction over either Party, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, arrests, civil disturbances, widespread pestilence, explosions, breakage or accidents to machinery, pipelines or canals, significant variations from normal weather conditions reasonably expected during the period in question, and any other inability a Party could not have avoided by the exercise of due diligence and care. "Force majeure" shall not mean or refer to governmental regulations or acts of any governmental entity, board, commission or council over which a Party may reasonably exert influence in order to meet its obligations pursuant to this Agreement.

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

7.7 **Liability.**

(a) **District.** Nothing stated herein shall be construed as a waiver of all the protections afforded District as a sovereign governmental unit. District assumes no liability or responsibility for the acts and omissions of City, its employees, agents, officers or others working through it in any capacity.

(b) **City.** Nothing stated herein shall be construed as a waiver of all the protections afforded City as a sovereign governmental unit. City assumes no liability or responsibility for the acts and omissions of the District, its employees, agents, officers, or others working through it in any capacity.

7.8 **Attorneys' Fees and Venue.** In the event suit is filed by a Party as a result of the performance or non-performance of the terms set forth in this Agreement, and given that this Agreement is a contract for goods or services under Chapter 271 of the Texas Local Government Code, the prevailing Party shall recover its reasonable attorneys' fees and court costs, with venue of any such action to be in a state court in Collin County, Texas.

7.9. **Waiver of Breach.** No waiver by a Party of any default or breach of a term or condition of this Agreement by another Party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

7.10 **Modification.** This Agreement may only be modified, changed or altered at any time upon mutual agreement of the Parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the Parties' governing bodies and, to the extent required by law, the TCEQ and/or the majority voters of the Districts.

7.11 **No Waiver of Immunity.** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against City or District which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to another Party, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of the Parties nor of any of their elected officials, officers, employees, as to any claim or cause of action brought by any Party, person or entity.

7.12 **Authority and Enforceability.** The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individuals executing this Agreement on behalf of each Party has been duly authorized to do so. 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.

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

7.13 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

7.14. No Joint Enterprise. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the Parties.

7.15 No Interpretation Against a Party. This Agreement shall not be construed more strictly against the drafter as the Parties have had the benefit of counsel in the negotiation and preparation of this Agreement.

7.16 Headings. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

7.17 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

(Signatures on following pages)

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

Signed and agreed this _____ day of _____, 2022.

CITY OF CELINA, TEXAS

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, Deputy City Secretary

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2022, by Sean Terry, Mayor, and Lauren Field, Deputy City Secretary, of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

(seal)

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

Signed and agreed this 20th day of June, 2022.

NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Name: JACK L MORRIS JR.
Title: PRESIDENT

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 20th day of June, 2022, by Jack Morris, Jr., President of Board of Directors of North Collin County Municipal Utility District No. 1, on behalf of said District.

_____
Notary Public in and for the State of Texas

(seal)

CARSON H LUDDECKE
NOTARY ID #13330768-8
My Commission Expires
September 01, 2025

EXHIBIT "A"

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

Legal Description of District Area

TRACT 1:

BEING a tract of land situated in the Thomas Allen Survey, Abstract No. 13, the John W. S. Butler Survey, Abstract No. 67, the John G. Douglass Survey, Abstract No. 263, the David Douglass Survey, Abstract No. 264 and the Abner Stapp Survey, Abstract No. 832, Collin County, Texas, and being all of a called 347.852-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160406000409790, all of a called 177.179-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160322000337270, all of a called 25.864-acre trat of land described in a Special Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160322000339650 and all of a called 6.000-acre tract of land described in a Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160323000344750, all of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a MAG nail found at the intersection of County Road 1104, an apparent public use right of way with County Road 135, an apparent public use right of way, for the southeast corner of said 177.179-acre tract, same being the southwest corner of those tracts of land described in a Special Warranty Deed to Gary W. Cash, as recorded in Instrument No. 20170516000628920 of the Official Public Records of Collin County, Texas, same also being on the northerly line of a called 175.77-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC,, as recorded in Instrument No. 20160226000226618O of the Official Public Records of Collin County, Texas;

THENCE North 89°37'58" West, along the southerly line of said 177.179-acre tract, the northerly line of said 175.77-acre tract and generally along said County Road 135, a distance of 697.39 feet to a 1/2-inch iron rod with a red plastic cap found for the northerly, northwest corner of said 175.77-acre tract, same being the northeast corner of a called 58.02-acre tract of land described in a Warranty Deed to Shelly K. Sandler and husband, Steve A. Sandler, as recorded in Volume 4407, Page 3460 of the Land Records of Collin County, Texas;

THENCE South 89°07'21" West, continuing along the southerly line of said 177.179-acre tract, the northerly line of said 58.02-acre tract, the northerly line of a called 124.072-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20190913001134580, of the Official Public Records of Collin County, Texas, and continuing along said County Road 135, a distance of 1,031.93 feet to a 1/2-inch iron rod found for the southerly, southwest corner of said 177.179-acre tract, same being the southeast corner of aforesaid 347.852-acre tract;

THENCE North 89°57'53" West, along the southerly line of said 347.852-acre tract, continuing along the northerly line of said 124.072-acre tract, and continuing along said County Road 135, a distance of 1,408.63 feet to a 1/2-inch iron rod found for the southerly, southwest corner of said 347.852-acre tract, same being the southeast corner of a called 6.00-acre tract of land described in a Special Warranty Deed to Russell Verden and Kayla Verden, as recorded in Instrument No. 20150406000378640 of the Official Public Records of Collin County, Texas;

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

THENCE North 00°25'58" West, departing said County Road 135, along a westerly line of said 347.852-acre tract and the easterly line of said 6.00-acre tract, and generally along a barbed wire fence, a distance of 626.13 feet to a 1/2-inch iron rod found for the northeast corner of said 6.00-acre tract;

THENCE South 89°43'28" West, along a southerly line of said 347.852-acre tract, the northerly line of said 6.00-acre tract, the northerly line of a called 5.999-acre tract of land described in a Special Warranty Deed to Shannon Lynne Hughes and Buddy Jason Hughes, as recorded in Instrument No. 20170203000154150, the northerly line of a called 5.998-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181030001348820, the northerly line of a called 6.00-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181005001248960 and the northerly line of a called 12.006-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181030001348810, all of the Official Public Records of Collin County, Texas, and generally along a barbed wire fence, a distance of 2,521.18 feet to a 1/2-inch iron rod found for the northwest corner of said 12.006-acre tract, same being the northeast corner of aforesaid 6.000-acre Mesquoakee Ranch LLC tract;

THENCE South 00°26'02" East, departing the southerly line of said 347.852-acre tract, along the easterly line of said 6.000-acre tract and the westerly line of said 12.006-acre tract, a distance of 621.97 feet to a MAG nail with shiner set in County Road 135 for the southeast corner of said 6.000-acre tract and the southwest corner of said 12.006-acre tract, same being on the northerly line of a called 110.98-acre tract of land described in a deed recorded in County Clerk's File No. 97-0007984 of the Land Records of Collin County, Texas;

THENCE South 89°18'10" West, along the southerly line of said 6.000-acre tract, the northerly line of said 110.98-acre tract and along said County Road 135, a distance of 400.52 feet to a 1/2-inch iron rod found in the intersection of said County Road 135 with County Road 136, an apparent public use right of way, for the southwest corner of said 6.000-acre tract, same being the southeast corner of a called 666.163-acre tract of land described in a Special Warranty Deed to Huffines Ranch, LLC, as recorded in Instrument No. 20201228002323720 of the Official Public Records of Collin County, Texas;

THENCE North 03°50'56" West, along the westerly line of said 6.000-acre tract, the easterly line of said 666.163-acre tract and along said County Road 136, a distance of 626.14 feet to a 1/2-inch iron rod found for the northwest corner of said 6.000-acre tract and the westerly, southwest corner of aforesaid 347.852-acre tract;

THENCE North 05°02'25" West, along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 649.23 feet to a MAG nail found for corner;

THENCE North 01°13'23" West, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 770.87 feet to a MAG nail found for corner;

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

THENCE North 06°26'47" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 50.97 feet to a MAG nail found for corner;

THENCE North 18°59'00" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 85.22 feet to a MAG nail found for corner;

THENCE North 03°26'20" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 61.42 feet to a MAG nail found for corner;

THENCE North 00°53'10" West, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 1,031.18 feet to a point for corner;

THENCE North 88°05'48" East, departing the easterly line of said 666.163-acre tract and said County Road 136, continuing along the westerly line of said 347.852-acre tract, a distance of 66.00 feet to a MAG nail with shiner set for corner;

THENCE North 01°22'47" West, continuing along the westerly line of said 347.852-acre tract, a distance of 241.11 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELOTON" found for corner;

THENCE South 88°01'14" West, continuing along the westerly line of said 347.852-acre tract, a distance of 66.00 feet to a MAG nail with shiner set for corner in said County Road 136, same being on the easterly line of aforesaid 666.163-acre tract;

THENCE North 00°53'35" West, along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 1,790.91 feet to a MAG nail found for the northwest corner of said 347.852-acre tract, same being the southwest corner of a called 81.321-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 20200212000196520, of the Official Public Records of Collin County, Texas;

THENCE North 89°48'06" East, departing the easterly line of said 666.163-acre tract and said County Road 136, along the northerly line of said 347.852-acre tract and the southerly line of said 81.321-acre tract, a distance of 2,777.95 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELOTON" found for the southeast corner of said 81.321-acre tract, same being the southwest corner of a called 57.804-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181019001305900 of the Official Public Records of Collin County, Texas;

THENCE South 89°08'12" East, continuing along the northerly line of said 347.852-acre tract and the southerly line of said 57.804-acre tract, a distance of 172.81 feet to a 1/2-inch iron pipe

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found in the center of a creek, for the northerly, northeast corner of said 347.852-acre tract, same being the northwest corner of a called 53.698-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181228001571380 of the Official Public Records of Collin County, Texas;

THENCE in a southerly direction, along the easterly line of said 347.852-acre tract, the westerly line of said 53.698-acre tract, and generally along the center of said creek, the following

South 06°48'04" East, a distance of 30.74 feet to a point for corner;

South 59°27'24" East, a distance of 75.42 feet to a point for corner;

South 15°55'24" East, a distance of 71.99 feet to a point for corner;

South 21°22'46" West, a distance of 38.23 feet to a point for corner;

South 41°21'07" West, a distance of 45.46 feet to a point for corner;

South 56°49'18" West, a distance of 54.36 feet to a point for corner;

South 09°11'21" West, a distance of 163.22 feet to a point for corner;

South 10°07'13" East, a distance of 33.18 feet to a point for corner;

South 17°17'54" West, a distance of 24.12 feet to a point for corner;

South 31°48'15" West, a distance of 45.63 feet to a point for corner;

South 05°15'15" East, a distance of 20.13 feet to a point for corner;

South 29°57'48" East, a distance of 39.65 feet to a point for corner;

South 27°42'28" West, a distance of 52.09 feet to a point for corner;

South 00°28'59" East, a distance of 11.19 feet to a point for corner;

South 16°50'20" East, a distance of 43.08 feet to a point for corner;

South 70°34'13" West, a distance of 60.70 feet to a point for corner;

South 13°42'20" West, a distance of 35.31 feet to a point for corner;

South 27°22'40" West, a distance of 52.33 feet to a point for corner;

South 00°16'38" East, a distance of 44.08 feet to a point for corner;

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South 24°25'25" East, a distance of 29.95 feet to a point for corner;

South 41°56'13" East, a distance of 25.86 feet to a point for corner;

South 10°48'31" West, a distance of 121.21 feet to a point for corner;

South 15°50'04" West, a distance of 64.29 feet to a point for corner;

South 78°19'01" West, a distance of 33.46 feet to a point for corner;

South 00°30'45" West, a distance of 64.40 feet to a point for corner;

South 37°45'56" East, a distance of 51.55 feet to a point for corner;

South 21°44'55" East, a distance of 49.73 feet to a point for corner;

South 13°42'43" West, a distance of 43.49 feet to a point for corner;

THENCE North 88°39'09" East, departing the center of said creek and continuing along the easterly line of said 347.852-acre tract and the westerly line of said 53.698-acre tract, a distance of 324.85 feet to a 6-inch wooden fence corner post found for a corner;

THENCE South 01°00'59" East, continuing along the easterly line of said 347.852-acre tract and the westerly line of said 53.698-acre tract, a distance of 291.03 feet to a 1/2-inch iron rod found for the southwest corner of said 53.698-acre tract, same being the northwest corner of a called 61.380-acre tract of land described in a Quitclaim Deed to The Christopher and Elizabeth Ostolski Revocable Trust, Dated March 25, 2015, as recorded in Instrument No. 20160706000856950 of the Official Public Records of Collin County, Texas;

THENCE South 00°18'04" East, continuing along the easterly line of said 347.852-acre tract and along the westerly line of said 61.380-acre tract, a distance of 536.52 feet to a 1/2-inch iron rod with a red plastic cap found for the southwest corner of said 61.380-acre tract, same being the northwest corner of aforesaid 177.179-acre Mesquoakee Ranch LLC tract;

THENCE North 89°14'58" East, departing the easterly line of said 347.852-acre tract, along the northerly line of said 177.179-acre tract and the southerly line of said 61.380-acre tract, a distance of 2,757.43 feet to a PK nail found in County Road 1104, for the northeast corner of said 177.179-acre tract and the southeast corner of said 61.380-acre tract, same being on the westerly line of a called 57.62-acre tract of land described in a Generally Warranty Deed to Pamela L. Etzel and Lewis Scott Wallace, as recorded in Instrument No. 20180410000439230 of the Official Public Records of Collin County, Texas;

THENCE South 01°03'01" East, continuing along the easterly line of said 177.179-acre tract, the westerly line of said 57.62-acre tract, and said County Road 1104, a distance of 535.89 feet to a MAG nail found for a corner;

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THENCE South 68°25'49" East, continuing along the easterly line of said 177.179-acre tract, the westerly line of said 57.62-acre tract, passing the southeast corner of said 177.179-acre tract and the northeast corner of aforesaid 25.864-acre Mesquoakee Ranch LLC tract, continuing along the easterly line of said 25.864-acre tract, and, and along said County Road 1104, a distance of 179.86 feet to a MAG nail with shiner set for corner;

THENCE South 22°51'01" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 57.62-acre tract, passing the southerly, southwest corner of said 57.62-acre tract and the northwest corner of a called 26.752-acre tract of land described in a General Warranty Deed to Ravishankar G. Yatnatti and Shailesh Sood, as recorded in Instrument No. 20161220015831 50 of the Official Public Records of Collin County, Texas, continuing along the westerly line of said 26.752-acre tract and said County Road 1104, a distance of 106.70 feet to a MAG nail with shiner set for corner;

THENCE South 03°28'09" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, a distance of 67.38 feet to a MAG nail found for corner;

THENCE South 01°10'10" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, a distance of 467.79 feet to a MAG nail with shiner set for the southeast corner of said 25.864-acre tract, same being the easterly, northeast corner of aforesaid 177.179-acre tract;

THENCE South 01°25'48" East, along the easterly line of said 177.179-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, passing a 1/2-inch iron rod found for the southwest corner of said 26.752-acre tract and the northwest corner of a called 31.734-acre tract of land described in a Special Warranty Deed to Jack W. Haye and Carol B. Haye, as recorded in Volume 3903, Page 2911 of the Land Records of Collin County, Texas, continuing along the westerly line of said 31.734-acre tract, passing the southwest corner of said 31.734-acre tract and the northwest corner of aforesaid Gary W. Cash tracts, continuing along the westerly line of said Gary W. Cash tracts, a distance of 2,043.88 feet to the POINT OF BEGINNING and containing **556.456 acres** (24,239,227 square feet) of land, more or less.

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

TRACT 2:

BEING a tract of land situated in the Leonidas Wilson Survey, Abstract No.974, Collin County, Texas and being all of called 75.335-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 20200212000196510 and all of a called 81.321-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 20200212000196520, both of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a MAG nail with shiner set in the intersection of County Road 136, an apparent public use right of way with County Road 138, an apparent public use right of way, for the northwest corner of said 75.335-acre tract;

THENCE North 89°12'11" East, along the northerly line of said 75.335-acre tract and generally along said County Road 138, a distance of 667.27 feet to a MAG nail with shiner set for corner;

THENCE North 88°40'54" East, continuing along the northerly line of said 75.335-acre tract and generally along said County Road 138 for a part of the way, a distance of 2,155.33 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northeast corner of said 75.335-acre tract, same being on the westerly line of a called 68.113-acre tract of land described in a Special Warranty Deed to Masoud Shaygan, as recorded in Volume 6036, Page 830 of the Land Records of Collin County, Texas;

THENCE South 00°31'26" East, along the easterly line of said 75.335-acre tract and the westerly line of said 68.113-acre tract, a distance of 1,188.65 feet to a 12-inch wooden fence corner post found for the southeast corner of said 75.335-acre tract, the southwest corner of said 68.113-acre tract, the northeast corner of aforesaid 81.321-acre tract and the northwest corner of a called 57.804-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181019001305900 of the Official Public Records of Collin County, Texas;

THENCE South 01°07'24" West, along the easterly line of said 81.321-acre tract and the westerly line of said 57.804-acre tract, a distance of 1,264.24 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELOTON" found for the southeast corner of said 81.321-acre tract and the southwest corner of said 57.804-acre tract, same also being on the northerly line of a called 347.852-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160406000409790 of the Official Public Records of Collin County, Texas;

THENCE South 89°48'06" West, along the southerly line of said 81.321-acre tract and the northerly line of said 347.852-acre tract, a distance of 2,777.95 feet to a MAG nail found in aforesaid County Road 136 for the southwest corner of said 81.321-acre tract and the northwest corner of said 347.852-acre tract, same being on the easterly line of a called 170.163-acre tract of land described in a Special Warranty Deed to Andrew Pennington, as recorded in Instrument No. 20201229002348790 of the Official Public Records of Collin County, Texas;

THENCE North 00°45'39" West, along the westerly line of said 81.321-acre tract, the easterly line of said 170.163-acre tract and generally along the center of said County Road 136, a distance of 1,266.61 feet to a 1/2-inch iron rod found for the northwest corner of said 81.321-acre tract and the southwest corner of aforesaid 75.335-acre tract;

THENCE North 00°40'12" West, along the westerly line of said 75.335-acre tract, the easterly line of said 170.163-acre tract, passing the southeast corner of a 30' wide right of way dedication as depicted in Honey Creek Farms Addition, an addition to Collin County, Texas, as recorded in Cabinet L, Page 409 of the Map Records of Collin County, Texas, continuing along the easterly line of said 30' wide right of way dedication, a distance of 1,136.92 feet to the POINT OF BEGINNING and containing 156.444 acres (6,814,686 square feet) of land, more or less.

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Fire))

EXHIBIT "B"
Calculation of Annual Amount

Estimate September 1st	
Step 1	SUM $County Certified Roll, A, C1, O times $Effective O&M rate in Budget =Revenues derived from Residential taxes
Step 2	Revenues derived from Residential taxes divided by Total General Fund Revenues Budgeted =% of Residential Revenues
Step 3 a	Total Fire Budget multiplied by % of Residential Revenues (Step 2) = $ of Fire Expenses Paid by Residential Taxes
Step 3 b	Total Police Budget multiplied by % of Residential Revenues (Step 2) = $ of Police Expenses Paid by Residential Taxes
Step 4 a	$ Paid by Residential Taxes for Fire (above) divided by Total County "count" previously used = $ Costs per Living Unit Equivalent (LUE - Fire)
Step 4 b	$ Paid by Residential Taxes for Police (above) divided by Total County "count" previously used = $ Costs per living Unit Equivalent (LUE - Police)
Step 5 a	$ Costs per LUE Fire (above) Multiplied by total DISTRICT LUE on the ground, plus any permits pulled effective September 30th = Annual Fire Cost to DISTRICT $ Costs per LUE Police (above) Multiplied by total DISTRICT LUE on the ground, plus any permits pulled effective September 30th = Annual Police Costs to DISTRICT
Step 5c	Sum of Annual Fire and Police costs to DISTRICT (above) = Annual TOTAL Cost to DISTRICT
Invoice October 1st	**Payments can be made in 10 equal installments, beginning October 25th and ending July 25th.**

(continued on next page)

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True up next August 30th Using actual 11 month FY Collections/ Expenses	
Step 6	Collected Revenues from Residential taxes divided by Total Collected General Fund Revenues FYE = % of Residential Revenues
Step 7 a	Total Fire Budget Amended multiplied by % Residential Revenues (Step 2) = $ of Amended Fire Expenses Paid by Residential Taxes
Step 7 b	Total Police Budget Amended multiplied by % Residential Revenues (Step 2) = $of Amended Police Expenses Paid by Residential Taxes
Step 8 a	$ Paid by Residential Taxes for Fire (above) divided by Total County "count" previously used = $ Costs per Living Unit Equivalent (LUE - Fire)
Step 8 b	$ Paid by Residential Taxes for Police (above) divided by Total County "count" previously used = $ Costs per living Unit Equivalent (LUE - Police)
Step 9 a	$ Costs per LUE Fire (above) Multiplied by total DISTRICT LUE previously used = Annual Fire Cost to DISTRICT added to next year's invoice total (Step 4A)
Step 9 b	$ Costs per LUE Police (above) Multiplied by total DISTRICT LUE previously used = Annual Police Cost to DISTRICT added to next year's invoice total (Step 4B) = Annual credit or increase to DISTRICT's next year calculation

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Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Mesquoakee Ranch Emergency Services ILA (Police)

Action Requested:
Consider and act upon an interlocal agreement for Law Enforcement Protection Services with the North Collin County Municipal Utility District No. 1; generally located southeast of future Marilee Road and future Peterman Parkway. (Mesquoakee Ranch Emergency Services ILA - Police) (Mohan)

Background Information:
Consider and act upon an interlocal agreement for Law Enforcement Protection Services with the North Collin County Municipal Utility District No. 1.

Supporting Documents:
- Draft Agreement

Staff Recommendation:
Staff recommends approval.

STATE OF TEXAS §
§
COUNTY OF COLLIN §

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

This INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT PROTECTION SERVICES (this "Agreement") is made and entered into on _____, 2022, by and between the CITY OF CELINA, TEXAS, a Texas municipal corporation, acting by and through its City Council (the "City"), and NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas (the "District"). The City and the District are individually referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the District was created pursuant to that certain Order Dividing Mesquoakee Ranch Municipal Utility District of Collin County and Establishing Terms of Division, in accordance with House Bill No. 4626, 87th Legislature of Texas, Regular Session, 2021 codified at Chapter 7909, Texas Special District Local Laws Code (the "Creation Legislation"), for the purpose of, among other things, providing water, sanitary sewer and drainage facilities and roads to serve the land within its boundaries; and

WHEREAS, District seeks to secure Law Enforcement Services (hereinafter defined) for the benefit of the residents and property owners within District's boundaries (the "District Area"), as described in the attached Exhibit "A"; and

WHEREAS, pursuant to Section 49.216, Texas Water Code, the District may contract for peace officers with power to make arrests when necessary to prevent or abate the commission of (1) any offense against the rules of the District when the offense or threatened offense occurs on any land, water, or easement owned or controlled by the District; (2) any offense involving injury or detriment to any property owned or controlled by the District; and (3) any offense against the laws of the state; and

WHEREAS, Sections 49.212 of the Texas Water Code authorize districts to adopt and enforce all necessary charges or mandatory fees for providing or making available any district facility or service (including Law Enforcement Services); and

WHEREAS, the Board of Directors of the District has determined that it is in the best interests of the District and its residents to enter into a long-term contract with City to provide Law Enforcement Services to the District Area and proceed to secure approval of such contract by Collin County, in accordance with Section 7909.0104(a)(2) of the Creation Legislation (the "Approval"); and

WHEREAS, this Agreement is made pursuant to the authority of Section 49.213(c)(7) of the Texas Water Code and Texas Government Code, Chapter 791 as amended, more commonly known as the "Interlocal Cooperation Act", which allows governmental entities to contract with each other to perform governmental functions for

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Police))

each other that they are each authorized to perform for themselves.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:

Section 1.
Definitions

In addition to other capitalized terms defined herein, when used in this Agreement, the following capitalized term shall have the meanings set forth below:

"Approval Date" means the date on which the Approval is obtained.

"Law Enforcement Services" means services including, but not limited to, patrol, traffic and criminal investigation, special response team and all resources and equipment, as defined and quantified in the annual City of Celina adopted budget, at the same level and to the same degree as are provided to the citizens of Celina.

Section 2.
Term.

2.1 **Conditions Precedent to District's Obligations.** Pursuant to applicable law and the rules of the TCEQ, before this Agreement may become effective as to the District, the District must obtain approval from Collin County of this Agreement pursuant to Section 7909.0104(a)(2) of the Creation Legislation. The foregoing shall constitute a condition precedent to this Agreement becoming effective as to the District. If such condition precedent is not satisfied on or before December 31, 2023, this Agreement shall automatically terminate as to the District as of December 31, 2023.

2.2 **Effective Date and Initial Term.** This Agreement is effective upon the Approval Date. The Initial Term of this Agreement is herein defined in Section 5.1(b) below.

2.3 **Renewal Terms.** Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional five (5) year renewal terms (the "Renewal Term(s)"), without the need for further action by the Parties, until the District Area is annexed for full purposes by the City and the District is abolished. However, any Party shall have the right to terminate this Agreement upon the conclusion of the Initial Term or any Renewal Term, by providing written notice of its election to terminate to the other Party on or before twelve (12) months preceding the scheduled date of expiration of the Initial Term or any Renewal Term.

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Police))

Section 3.
Scope of Services

3.1 **Current Staffing, Equipment and Stations.** The City owns, staffs, equips and operates fire stations as well as Law Enforcement vehicles and other equipment which City uses for the provision of Law Enforcement Services within City's incorporated limits and will be used in providing Law Enforcement Services to the District Area. In providing Law Enforcement Services to the District Area, the City shall be solely responsible for the operation of the Fire Station and all associated vehicles and equipment.

3.2 **Provision of Law Enforcement Services.** During the term of this Agreement (including the Initial Term and any Renewal Terms), and for so long as all payments are timely made to the City as required by Section 5, below, City agrees to:

(a) Provide all Law Enforcement Services to the District Area, including any land added to the District Area by annexation. The Celina Police Department will enforce the laws of the State of Texas and the City ordinances, and the City will manage the response time, priority of calls and the service provided by the City for the District Area in the same manner as within the City limits.

(b) Provide citizens and/or residents of the District with the same access to the City's Police Chief, officers, and employees as is provided to Celina's citizens and residents in relation to law enforcement activities.

(c) Maintain records of response to emergency calls, including, but not limited to date, time, location, type of call and time to respond for up to twelve (12) months. It is understood and acknowledged that City shall not be required to provide data and information relating to periods of time beyond City's standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with City's records retention policy. Any request for records requiring information beyond the basic call for service information described above requires the submission of a public information request and shall be governed by the Texas Public Information Act Chapter 552, Texas Government Code.

3.3 **Call and Response Data.** City shall maintain records of response to emergency calls, including, but not limited to date, time, location of emergency, type of emergency, time to respond, and results. City agrees to provide a report to the District, as applicable, containing the foregoing information for a period of time not exceeding twelve (12) months not later than thirty (30) days after receipt of a written request. Requests for data for a period earlier than one (1) year prior than the date the request is received shall be delivered to the requesting Party as soon as reasonably feasible, but in no case later than sixty (60) days after City's receipt of the request. It is understood and acknowledged that City shall not be required to provide data and information relating to periods of time beyond City's standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with City's records retention

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policy. The District expressly waives its right to request documents containing information considered confidential under the Health Insurance Portability and Accountability Act, or any similar state law (collectively "HIPAA"). The City shall not be required to release documents containing confidential HIPAA information. Any request for records requiring information beyond the basic call for service information described above requires the submission of a public information request and shall be governed by the Texas Public Information Act Chapter 552, Texas Government Code.

3.4 **Insurance.** City shall be responsible for providing all general and personal liability coverage necessary for the adequate protection of City employees providing Law Enforcement Services at the same level of protection afforded officers and employees while performing the same or similar duties in City's incorporated limits.

3.5 **Governmental Functions.** The Parties each acknowledge and agree that the Law Enforcement Services to be performed by the City are a governmental function.

Section 4.
Employees, Independent Contractors and Volunteers

City's employees, independent contractors and/or volunteers shall meet at least the minimum State qualifications with respect to their performance of Law Enforcement Services required under this Agreement. District shall not (i) assume responsibility for the actions of City's employees, independent contractors and/or volunteers in performing Law Enforcement Services pursuant to this Agreement, and (ii) will make no recommendations regarding, and is in no way responsible for, the selection, sufficiency or qualification of City's employees, independent contractors and/or volunteers.

Section 5.
Compensation for Law Enforcement Services

5.1 Compensation.

(a) The Parties have agreed upon a methodology to determine a fair and equitable allocation of the costs of providing Law Enforcement Services to the District Area.

(b) To the extent allowed by law, the City agrees to provide Law Enforcement Services at a level of service not less than those available in other parts of the City with land uses and population density similar to those reasonably projected for the District Area. Such services shall be provided by the City during the term of the agreement in consideration of a monthly fee initially in the amount of $20.00 per water meter when a meter is issued for all types of construction, such as residential and commercial, and continuing for each month thereafter (the "Service Fee"). The Service Fee shall be billed and collected by the District in conjunction with the monthly water and sewer

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collection bill for such structure. The $20.00 Service Fee amount shall remain in effect until at least two (2) years have elapsed after 100% of the infrastructure for Phase I development in a particular District has been accepted (the "Initial Term"). During the Initial Term, the District shall pay the Service Fee collected by the District to the City on a quarterly basis.

(c) After the Initial Term, the Parties agree to use a methodology to determine a fair and equitable allocation of the costs of providing Law Enforcement Services to the District Area. The methodology is intended to produce a cost to a resident of the District comparable to that allocable to a resident on the City for same or similar services. The methodology for calculating the annual amount (the "Annual Invoice") to be paid by the District under this section for Law Enforcement Services provided by the City is set forth on Exhibit "B" attached hereto and incorporated herein for all purposes.

Calculation for Law Enforcement Services of Annual Invoice after the Initial Term:

(i) On or before September 1 of each year during any Renewal Term of this Agreement, the City shall provide to the District the calculation of the Annual Invoice for the coming year. The Annual Invoice shall consist of two components as follows: (A) the Annual Amount calculated by following the process set forth in Exhibit B; and (B) the Prior Year Adjustment (hereinafter defined). The Parties agree to make reasonable and good faith efforts to resolve any issues regarding such calculation. [By way of example and to further explain and confirm the intent of the Parties, the calculation of the Annual Amount for the period ending _____ is shown on Exhibit B.] Within thirty (30) days from District's receipt of such City calculation, but not later than October 1, the City shall send an invoice to the District in the amount of the Annual Invoice.

(ii) On or before the following August 30, the City shall recalculate the Annual Amount for the current year following the process set forth in Exhibit B. Should such recalculation produce an increase or decrease, as the case may be, in the Annual Amount for that year (the amount of such increase or decrease being the "Prior Year Adjustment"), the Prior Year Adjustment shall be added to or deducted from, as appropriate, the Annual Invoice for the coming year.

(d) The Annual Invoice shall be paid in ten (10) equal monthly payments, beginning October 25 each year and ending the following July 25.

Section 6.
Notices

All notices given pursuant to this Agreement shall be in writing and given by

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overnight courier or certified mail with return receipt requested, in either case with receipt being deemed the date of the signed receipt. Notice given in any other manner shall be effective only if in writing and when actually received by the party or parties to be notified. For the purpose of notice, the addresses of the parties are as follows:

If to the City:

Attn: City Manager
City of Celina
142 N. Ohio Street
Celina, Texas 75009
(972) 382-2682

If to the District:

North Collin County Municipal Utility District No. 1
c/o Coats Rose, P.C.
Attn: Mindy L. Koehne
14755 Preston Road, Suite 600
Dallas, Texas 75254

Each Party shall have the right to change its address and specify same as the notice address for purposes of this Agreement by giving at least thirty (30) days written notice to the other Party.

Section 7.
Miscellaneous

7.1 **Parties In Interest.** This Agreement shall be for the sole and exclusive benefit of City and District and shall not be construed to confer any benefit or right upon any other party.

7.2 **Entire Agreement.** This Agreement constitutes the entire Agreement among the Parties relative to the subject matter hereof. There have not been and are no agreements, covenants, representations or warranties among the Parties, either oral or written, relative to such subject matter other than those expressly stated or provided for herein.

7.3 **Good Faith Cooperation.** The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

7.4 **Default and Remedies.**

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Police))

(a) **Notice of Default.** No Party shall be in default under this Agreement until (i) written notice of the alleged failure of such Party to perform any of its obligations hereunder has been given by another Party and (ii) such noticed Party has had a period of time, as specified below, in which to cure the alleged failure. The Party declaring a default shall notify the offending Party in writing of any such alleged failure to perform. Such notice shall specify the basis for a declaration of default, and the notified party shall have thirty (30) days from the receipt of such notice to cure any default. If a default is not cured within such 30-day period, then the noticing Party shall have the option to terminate this Agreement.

(b) **City Termination; Other Remedies.** City shall have the right to terminate this Agreement for failure by the District, as applicable, to make the payments described in Section 5, but only after (i) City provides written notice to the District of its intent to terminate this Agreement and (ii) the District is given twenty-one (21) days from the receipt of such notice from City to cure the failure. City may terminate this Agreement for a failure to pay only after a failure to make all required payments within such 21-day period. City may further seek such legal remedies available to City under law to recover any amount which remains outstanding pursuant to this Agreement. Any amounts due and payable to City and which remain unpaid after thirty (30) days from the date such payment was due shall bear interest at the maximum rate allowed by law commencing on the 31st day after payment was due. In the event City is required to file suit to collect any unpaid amounts under this Agreement, City shall further be entitled to costs and reasonable attorneys' fees incurred in prosecuting such suit.

(c) **District Termination.** District's recourse for failure of City to furnish Law Enforcement Services under this Agreement will be the right to terminate this Agreement on or after the 60th day after providing written notice to City of such failure containing a description of how City has failed to provide Law Enforcement Services, and City fails to cure such default. Termination pursuant to this Section 7.4(c) shall not release the District of the obligations to pay for Law Enforcement Services provided by City up to the date of termination or the date City ceased providing Law Enforcement Services, whichever is earlier.

(d) **District's Rights Upon Termination.** Should this Agreement be terminated for any reason, or if any term of this Agreement ends and the Agreement is not renewed, District will be free to seek the services contemplated by this Agreement from any source available to District.

7.5 **Severability.** The provisions of this Agreement are severable, and if any

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word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall be not be affected thereby.

7.6 Force Majeure.

(a) In the event any Party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of such Party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period of time. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected shall give written notice of such force majeure to the other Party. If possible to remedy, such cause shall be remedied with all reasonable dispatch.

(b) The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the United States or the State of Texas or other military authority with jurisdiction over either Party, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, arrests, civil disturbances, widespread pestilence, explosions, breakage or accidents to machinery, pipelines or canals, significant variations from normal weather conditions reasonably expected during the period in question, and any other inability a Party could not have avoided by the exercise of due diligence and care. "Force majeure" shall not mean or refer to governmental regulations or acts of any governmental entity, board, commission or council over which a Party may reasonably exert influence in order to meet its obligations pursuant to this Agreement.

7.7 Liability.

(a) **District.** Nothing stated herein shall be construed as a waiver of all the protections afforded District as a sovereign governmental unit. District assumes no liability or responsibility for the acts and omissions of City, its employees, agents, officers or others working through it in any capacity.

(b) **City.** Nothing stated herein shall be construed as a waiver of all the protections afforded City as a sovereign governmental unit. City assumes no liability or responsibility for the acts and omissions of the District, its employees, agents, officers, or others working through it in any capacity.

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7.8 Attorneys' Fees and Venue. In the event suit is filed by a Party as a result of the performance or non-performance of the terms set forth in this Agreement, and given that this Agreement is a contract for goods or services under Chapter 271 of the Texas Local Government Code, the prevailing Party shall recover its reasonable attorneys' fees and court costs, with venue of any such action to be in a state court in Collin County, Texas.

7.9. Waiver of Breach. No waiver by a Party of any default or breach of a term or condition of this Agreement by another Party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

7.10 Modification. This Agreement may only be modified, changed or altered at any time upon mutual agreement of the Parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the Parties' governing bodies and, to the extent required by law, the TCEQ and/or the majority voters of the District.

7.11 No Waiver of Immunity. Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against City or District which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to another Party, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of the Parties nor of any of their elected officials, officers, employees, as to any claim or cause of action brought by any Party, person or entity.

7.12 Authority and Enforceability. The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individuals executing this Agreement on behalf of each Party has been duly authorized to do so. 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.

7.13 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

7.14. No Joint Enterprise. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the Parties.

7.15 No Interpretation Against a Party. This Agreement shall not be construed more strictly against the drafter as the Parties have had the benefit of counsel in the negotiation and preparation of this Agreement.

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Police))

7.16 **Headings.** The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

7.17 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

(Signatures on following pages)

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Police))

Signed and agreed this _____ day of _____, 2022.

CITY OF CELINA, TEXAS

_____
Sean Terry, Mayor

ATTEST:

_____
Lauren Field, Deputy City Secretary

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2022, by Sean Terry, Mayor, and Lauren Field, Deputy City Secretary, of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

(seal)

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Police))

Signed and agreed this 20th day of June, 2022.

NORTH COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Name: Jack L. Morris Jr.
Title: President

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 20th day of June, 2022, by Jack Morris, Jr., President of Board of Directors of North Collin County Municipal Utility District No. 1, on behalf of said District.

_____
Notary Public in and for the State of Texas

(seal)

CARSON H LUDDECKE
NOTARY ID #13330768-8
My Commission Expires
September 01, 2025

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Police))

EXHIBIT "A"
Legal Description of District Area

TRACT 1:

BEING a tract of land situated in the Thomas Allen Survey, Abstract No. 13, the John W. S. Butler Survey, Abstract No. 67, the John G. Douglass Survey, Abstract No. 263, the David Douglass Survey, Abstract No. 264 and the Abner Stapp Survey, Abstract No. 832, Collin County, Texas, and being all of a called 347.852-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160406000409790, all of a called 177.179-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160322000337270, all of a called 25.864-acre trat of land described in a Special Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160322000339650 and all of a called 6.000-acre tract of land described in a Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160323000344750, all of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a MAG nail found at the intersection of County Road 1104, an apparent public use right of way with County Road 135, an apparent public use right of way, for the southeast corner of said 177.179-acre tract, same being the southwest corner of those tracts of land described in a Special Warranty Deed to Gary W. Cash, as recorded in Instrument No. 20170516000628920 of the Official Public Records of Collin County, Texas, same also being on the northerly line of a called 175.77-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC,, as recorded in Instrument No. 201602260002266180 of the Official Public Records of Collin County, Texas;

THENCE North 89°37'58" West, along the southerly line of said 177.179-acre tract, the northerly line of said 175.77-acre tract and generally along said County Road 135, a distance of 697.39 feet to a 1/2-inch iron rod with a red plastic cap found for the northerly, northwest corner of said 175.77-acre tract, same being the northeast corner of a called 58.02-acre tract of land described in a Warranty Deed to Shelly K. Sandler and husband, Steve A. Sandler, as recorded in Volume 4407, Page 3460 of the Land Records of Collin County, Texas;

THENCE South 89°07'21" West, continuing along the southerly line of said 177.179-acre tract, the northerly line of said 58.02-acre tract, the northerly line of a called 124.072-acre tract of land described in a Special Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20190913001134580, of the Official Public Records of Collin County, Texas, and continuing along said County Road 135, a distance of 1,031.93 feet to a 1/2-inch iron rod found for the southerly, southwest corner of said 177.179-acre tract, same being the southeast corner of aforesaid 347.852-acre tract;

THENCE North 89°57'53" West, along the southerly line of said 347.852-acre tract, continuing along the northerly line of said 124.072-acre tract, and continuing along said County Road 135, a distance of 1,408.63 feet to a 1/2-inch iron rod found for the southerly, southwest corner of said 347.852-acre tract, same being the southeast corner of a called 6.00-acre tract of land described in a Special Warranty Deed to Russell Verden and Kayla Verden, as recorded in Instrument No. 20150406000378640 of the Official Public Records of Collin County, Texas;

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THENCE North 00°25'58" West, departing said County Road 135, along a westerly line of said 347.852-acre tract and the easterly line of said 6.00-acre tract, and generally along a barbed wire fence, a distance of 626.13 feet to a 1/2-inch iron rod found for the northeast corner of said 6.00-acre tract;

THENCE South 89°43'28" West, along a southerly line of said 347.852-acre tract, the northerly line of said 6.00-acre tract, the northerly line of a called 5.999-acre tract of land described in a Special Warranty Deed to Shannon Lynne Hughes and Buddy Jason Hughes, as recorded in Instrument No. 20170203000154150, the northerly line of a called 5.998-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181030001348820, the northerly line of a called 6.00-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181005001248960 and the northerly line of a called 12.006-acre tract of land described in a General Warranty Deed to MLE Family Trust Dated May 31, 2018, as recorded in Instrument No. 20181030001348810, all of the Official Public Records of Collin County, Texas, and generally along a barbed wire fence, a distance of 2,521.18 feet to a 1/2-inch iron rod found for the northwest corner of said 12.006-acre tract, same being the northeast corner of aforesaid 6.000-acre Mesquoakee Ranch LLC tract;

THENCE South 00°26'02" East, departing the southerly line of said 347.852-acre tract, along the easterly line of said 6.000-acre tract and the westerly line of said 12.006-acre tract, a distance of 621.97 feet to a MAG nail with shiner set in County Road 135 for the southeast corner of said 6.000-acre tract and the southwest corner of said 12.006-acre tract, same being on the northerly line of a called 110.98-acre tract of land described in a deed recorded in County Clerk's File No. 97-0007984 of the Land Records of Collin County, Texas;

THENCE South 89°18'10" West, along the southerly line of said 6.000-acre tract, the northerly line of said 110.98-acre tract and along said County Road 135, a distance of 400.52 feet to a 1/2-inch iron rod found in the intersection of said County Road 135 with County Road 136, an apparent public use right of way, for the southwest corner of said 6.000-acre tract, same being the southeast corner of a called 666.163-acre tract of land described in a Special Warranty Deed to Huffines Ranch, LLC, as recorded in Instrument No. 20201228002323720 of the Official Public Records of Collin County, Texas;

THENCE North 03°50'56" West, along the westerly line of said 6.000-acre tract, the easterly line of said 666.163-acre tract and along said County Road 136, a distance of 626.14 feet to a 1/2-inch iron rod found for the northwest corner of said 6.000-acre tract and the westerly, southwest corner of aforesaid 347.852-acre tract;

THENCE North 05°02'25" West, along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 649.23 feet to a MAG nail found for corner;

THENCE North 01°13'23" West, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 770.87 feet to a MAG nail found for corner;

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THENCE North 06°26'47" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 50.97 feet to a MAG nail found for corner;

THENCE North 18°59'00" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 85.22 feet to a MAG nail found for corner;

THENCE North 03°26'20" East, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 61.42 feet to a MAG nail found for corner;

THENCE North 00°53'10" West, continuing along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 1,031.18 feet to a point for corner;

THENCE North 88°05'48" East, departing the easterly line of said 666.163-acre tract and said County Road 136, continuing along the westerly line of said 347.852-acre tract, a distance of 66.00 feet to a MAG nail with shiner set for corner;

THENCE North 01°22'47" West, continuing along the westerly line of said 347.852-acre tract, a distance of 241.11 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELOTON" found for corner;

THENCE South 88°01'14" West, continuing along the westerly line of said 347.852-acre tract, a distance of 66.00 feet to a MAG nail with shiner set for corner in said County Road 136, same being on the easterly line of aforesaid 666.163-acre tract;

THENCE North 00°53'35" West, along the westerly line of said 347.852-acre tract, the easterly line of said 666.163-acre tract, and continuing along said County Road 136, a distance of 1,790.91 feet to a MAG nail found for the northwest corner of said 347.852-acre tract, same being the southwest corner of a called 81.321-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 20200212000196520, of the Official Public Records of Collin County, Texas;

THENCE North 89°48'06" East, departing the easterly line of said 666.163-acre tract and said County Road 136, along the northerly line of said 347.852-acre tract and the southerly line of said 81.321-acre tract, a distance of 2,777.95 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELOTON" found for the southeast corner of said 81.321-acre tract, same being the southwest corner of a called 57.804-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181019001305900 of the Official Public Records of Collin County, Texas;

THENCE South 89°08'12" East, continuing along the northerly line of said 347.852-acre tract and the southerly line of said 57.804-acre tract, a distance of 172.81 feet to a 1/2-inch iron pipe

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found in the center of a creek, for the northerly, northeast corner of said 347.852-acre tract, same being the northwest corner of a called 53.698-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181228001571380 of the Official Public Records of Collin County, Texas;

THENCE in a southerly direction, along the easterly line of said 347.852-acre tract, the westerly line of said 53.698-acre tract, and generally along the center of said creek, the following

South 06°48'04" East, a distance of 30.74 feet to a point for corner;

South 59°27'24" East, a distance of 75.42 feet to a point for corner;

South 15°55'24" East, a distance of 71.99 feet to a point for corner;

South 21°22'46" West, a distance of 38.23 feet to a point for corner;

South 41°21'07" West, a distance of 45.46 feet to a point for corner;

South 56°49'18" West, a distance of 54.36 feet to a point for corner;

South 09°11'21" West, a distance of 163.22 feet to a point for corner;

South 10°07'13" East, a distance of 33.18 feet to a point for corner;

South 17°17'54" West, a distance of 24.12 feet to a point for corner;

South 31°48'15" West, a distance of 45.63 feet to a point for corner;

South 05°15'15" East, a distance of 20.13 feet to a point for corner;

South 29°57'48" East, a distance of 39.65 feet to a point for corner;

South 27°42'28" West, a distance of 52.09 feet to a point for corner;

South 00°28'59" East, a distance of 11.19 feet to a point for corner;

South 16°50'20" East, a distance of 43.08 feet to a point for corner;

South 70°34'13" West, a distance of 60.70 feet to a point for corner;

South 13°42'20" West, a distance of 35.31 feet to a point for corner;

South 27°22'40" West, a distance of 52.33 feet to a point for corner;

South 00°16'38" East, a distance of 44.08 feet to a point for corner;

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South 24°25'25" East, a distance of 29.95 feet to a point for corner;

South 41°56'13" East, a distance of 25.86 feet to a point for corner;

South 10°48'31" West, a distance of 121.21 feet to a point for corner;

South 15°50'04" West, a distance of 64.29 feet to a point for corner;

South 78°19'01" West, a distance of 33.46 feet to a point for corner;

South 00°30'45" West, a distance of 64.40 feet to a point for corner;

South 37°45'56" East, a distance of 51.55 feet to a point for corner;

South 21°44'55" East, a distance of 49.73 feet to a point for corner;

South 13°42'43" West, a distance of 43.49 feet to a point for corner;

THENCE North 88°39'09" East, departing the center of said creek and continuing along the easterly line of said 347.852-acre tract and the westerly line of said 53.698-acre tract, a distance of 324.85 feet to a 6-inch wooden fence corner post found for a corner;

THENCE South 01°00'59" East, continuing along the easterly line of said 347.852-acre tract and the westerly line of said 53.698-acre tract, a distance of 291.03 feet to a 1/2-inch iron rod found for the southwest corner of said 53.698-acre tract, same being the northwest corner of a called 61.380-acre tract of land described in a Quitclaim Deed to The Christopher and Elizabeth Ostolski Revocable Trust, Dated March 25, 2015, as recorded in Instrument No. 20160706000856950 of the Official Public Records of Collin County, Texas;

THENCE South 00°18'04" East, continuing along the easterly line of said 347.852-acre tract and along the westerly line of said 61.380-acre tract, a distance of 536.52 feet to a 1/2-inch iron rod with a red plastic cap found for the southwest corner of said 61.380-acre tract, same being the northwest corner of aforesaid 177.179-acre Mesquoakee Ranch LLC tract;

THENCE North 89°14'58" East, departing the easterly line of said 347.852-acre tract, along the northerly line of said 177.179-acre tract and the southerly line of said 61.380-acre tract, a distance of 2,757.43 feet to a PK nail found in County Road 1104, for the northeast corner of said 177.179-acre tract and the southeast corner of said 61.380-acre tract, same being on the westerly line of a called 57.62-acre tract of land described in a Generally Warranty Deed to Pamela L. Etzel and Lewis Scott Wallace, as recorded in Instrument No. 20180410000439230 of the Official Public Records of Collin County, Texas;

THENCE South 01°03'01" East, continuing along the easterly line of said 177.179-acre tract, the westerly line of said 57.62-acre tract, and said County Road 1104, a distance of 535.89 feet to a MAG nail found for a corner;

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THENCE South 68°25'49" East, continuing along the easterly line of said 177.179-acre tract, the westerly line of said 57.62-acre tract, passing the southeast corner of said 177.179-acre tract and the northeast corner of aforesaid 25.864-acre Mesquoakee Ranch LLC tract, continuing along the easterly line of said 25.864-acre tract, and, and along said County Road 1104, a distance of 179.86 feet to a MAG nail with shiner set for corner;

THENCE South 22°51'01" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 57.62-acre tract, passing the southerly, southwest corner of said 57.62-acre tract and the northwest corner of a called 26.752-acre tract of land described in a General Warranty Deed to Ravishankar G. Yatnatti and Shailesh Sood, as recorded in Instrument No. 20161220015831 50 of the Official Public Records of Collin County, Texas, continuing along the westerly line of said 26.752-acre tract and said County Road 1104, a distance of 106.70 feet to a MAG nail with shiner set for corner;

THENCE South 03°28'09" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, a distance of 67.38 feet to a MAG nail found for corner;

THENCE South 01°10'10" East, continuing along the easterly line of said 25.864-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, a distance of 467.79 feet to a MAG nail with shiner set for the southeast corner of said 25.864-acre tract, same being the easterly, northeast corner of aforesaid 177.179-acre tract;

THENCE South 01°25'48" East, along the easterly line of said 177.179-acre tract, the westerly line of said 26.752-acre tract, and said County Road 1104, passing a 1/2-inch iron rod found for the southwest corner of said 26.752-acre tract and the northwest corner of a called 31.734-acre tract of land described in a Special Warranty Deed to Jack W. Haye and Carol B. Haye, as recorded in Volume 3903, Page 2911 of the Land Records of Collin County, Texas, continuing along the westerly line of said 31.734-acre tract, passing the southwest corner of said 31.734-acre tract and the northwest corner of aforesaid Gary W. Cash tracts, continuing along the westerly line of said Gary W. Cash tracts, a distance of 2,043.88 feet to the POINT OF BEGINNING and containing **556.456 acres** (24,239,227 square feet) of land, more or less.

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Police))

TRACT 2:

BEING a tract of land situated in the Leonidas Wilson Survey, Abstract No.974, Collin County, Texas and being all of called 75.335-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 20200212000196510 and all of a called 81.321-acre tract of land described in a Special Warranty Deed to E Real Estate LLC, as recorded in Instrument No. 20200212000196520, both of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a MAG nail with shiner set in the intersection of County Road 136, an apparent public use right of way with County Road 138, an apparent public use right of way, for the northwest corner of said 75.335-acre tract;

THENCE North 89°12'11" East, along the northerly line of said 75.335-acre tract and generally along said County Road 138, a distance of 667.27 feet to a MAG nail with shiner set for corner;

THENCE North 88°40'54" East, continuing along the northerly line of said 75.335-acre tract and generally along said County Road 138 for a part of the way, a distance of 2,155.33 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northeast corner of said 75.335-acre tract, same being on the westerly line of a called 68.113-acre tract of land described in a Special Warranty Deed to Masoud Shaygan, as recorded in Volume 6036, Page 830 of the Land Records of Collin County, Texas;

THENCE South 00°31'26" East, along the easterly line of said 75.335-acre tract and the westerly line of said 68.113-acre tract, a distance of 1,188.65 feet to a 12-inch wooden fence corner post found for the southeast corner of said 75.335-acre tract, the southwest corner of said 68.113-acre tract, the northeast corner of aforesaid 81.321-acre tract and the northwest corner of a called 57.804-acre tract of land described in a Special Warranty Deed to Bangs Ranch, LLC, as recorded in Instrument No. 20181019001305900 of the Official Public Records of Collin County, Texas;

THENCE South 01°07'24" West, along the easterly line of said 81.321-acre tract and the westerly line of said 57.804-acre tract, a distance of 1,264.24 feet to a 5/8-inch iron rod with a yellow plastic cap, stamped "PELOTON" found for the southeast corner of said 81.321-acre tract and the southwest corner of said 57.804-acre tract, same also being on the northerly line of a called 347.852-acre tract of land described in a General Warranty Deed to Mesquoakee Ranch LLC, as recorded in Instrument No. 20160406000409790 of the Official Public Records of Collin County, Texas;

THENCE South 89°48'06" West, along the southerly line of said 81.321-acre tract and the northerly line of said 347.852-acre tract, a distance of 2,777.95 feet to a MAG nail found in aforesaid County Road 136 for the southwest corner of said 81.321-acre tract and the northwest corner of said 347.852-acre tract, same being on the easterly line of a called 170.163-acre tract of land described in a Special Warranty Deed to Andrew Pennington, as recorded in Instrument No. 20201229002348790 of the Official Public Records of Collin County, Texas;

THENCE North 00°45'39" West, along the westerly line of said 81.321-acre tract, the easterly line of said 170.163-acre tract and generally along the center of said County Road 136, a distance of 1,266.61 feet to a 1/2-inch iron rod found for the northwest corner of said 81.321-acre tract and the southwest corner of aforesaid 75.335-acre tract;

THENCE North 00°40'12" West, along the westerly line of said 75.335-acre tract, the easterly line of said 170.163-acre tract, passing the southeast corner of a 30' wide right of way dedication as depicted in Honey Creek Farms Addition, an addition to Collin County, Texas, as recorded in Cabinet L, Page 409 of the Map Records of Collin County, Texas, continuing along the easterly line of said 30' wide right of way dedication, a distance of 1,136.92 feet to the POINT OF BEGINNING and containing 156.444 acres (6,814,686 square feet) of land, more or less.

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Police))

EXHIBIT "B"
Calculation of Annual Amount

Estimate September 1st	
Step 1	SUM $County Certified Roll, A, C1, O times $Effective O&M rate in Budget =Revenues derived from Residential taxes
Step 2	Revenues derived from Residential taxes divided by Total General Fund Revenues Budgeted =% of Residential Revenues
Step 3 a	Total Fire Budget multiplied by % of Residential Revenues (Step 2) = $ of Fire Expenses Paid by Residential Taxes
Step 3 b	Total Police Budget multiplied by % of Residential Revenues (Step 2) = $ of Police Expenses Paid by Residential Taxes
Step 4 a	$ Paid by Residential Taxes for Fire (above) divided by Total County "count" previously used = $ Costs per Living Unit Equivalent (LUE - Fire)
Step 4 b	$ Paid by Residential Taxes for Police (above) divided by Total County "count" previously used = $ Costs per living Unit Equivalent (LUE - Police)
Step 5 a	$ Costs per LUE Fire (above) Multiplied by total DISTRICT LUE on the ground, plus any permits pulled effective September 30th = Annual Fire Cost to DISTRICT $ Costs per LUE Police (above) Multiplied by total DISTRICT LUE on the ground, plus any permits pulled effective September 30th = Annual Police Costs to DISTRICT
Step 5c	Sum of Annual Fire and Police costs to DISTRICT (above) = Annual TOTAL Cost to DISTRICT
Invoice October 1st	**Payments can be made in 10 equal installments, beginning October 25th and ending July 25th.**

(continued on next page)

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Police))

True up next August 30th Using actual 11 month FY Collections/ Expenses	
Step 6	Collected Revenues from Residential taxes divided by Total Collected General Fund Revenues FYE = % of Residential Revenues
Step 7 a	Total Fire Budget Amended multiplied by % Residential Revenues (Step 2) = $ of Amended Fire Expenses Paid by Residential Taxes
Step 7 b	Total Police Budget Amended multiplied by % Residential Revenues (Step 2) = $of Amended Police Expenses Paid by Residential Taxes
Step 8 a	$ Paid by Residential Taxes for Fire (above) divided by Total County "count" previously used = $ Costs per Living Unit Equivalent (LUE - Fire)
Step 8 b	$ Paid by Residential Taxes for Police (above) divided by Total County "count" previously used = $ Costs per living Unit Equivalent (LUE - Police)
Step 9 a	$ Costs per LUE Fire (above) Multiplied by total DISTRICT LUE previously used = Annual Fire Cost to DISTRICT added to next year's invoice total (Step 4A)
Step 9 b	$ Costs per LUE Police (above) Multiplied by total DISTRICT LUE previously used = Annual Police Cost to DISTRICT added to next year's invoice total (Step 4B) = Annual credit or increase to DISTRICT's next year calculation

Attachment: Draft Agreement (Mesquoakee Ranch Emergency Services ILA (Police))

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Trails Baptist Church - C-3 Expedited Annexation Service Agreement

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 6 acres within the Extraterritorial Jurisdiction, generally located north of FM 455 and approximately 1,600 feet west of future Celina Parkway. (Trails Baptist Church – C-3 Expedited Annexation Service Agreement) (Mohan)

Applicant:
The Trails Church
P.O. Box 248
Celina, TX 75009

Background Information:
This item is related to the annexation of approximately 6 acres, generally located north of FM 455 and approximately 1,600 feet west of future Celina Parkway for the Trails Baptist Church. Please refer to the attached documents for further information and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS est. 1876

Life Connected.

FM 455

WALNUT

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Trails Church
Location Map
City of Celina

9/28/2021

N W E S

0 285 570 Feet

Attachment: Location Map (Trails Baptist Church – C-3 Expedited Annexation Service Agreement)

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Attachment: Annexation Service Agreement (Trails Baptist Church – C-3 Expedited Annexation Service Agreement)

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

Attachment: Annexation Service Agreement (Trails Baptist Church – C-3 Expedited Annexation Service Agreement)

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

Attachment: Annexation Service Agreement (Trails Baptist Church – C-3 Expedited Annexation Service Agreement)

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

Attachment: Annexation Service Agreement (Trails Baptist Church – C-3 Expedited Annexation Service Agreement)

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2022.

CITY OF CELINA

By: _____
Name: Jason Laumer
Title: City Manager
Date: _____

OWNER: THE TRAILS BAPTIST CHURCH

By: _____
Name: Russell L. Kennedy
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (Trails Baptist Church – C-3 Expedited Annexation Service Agreement)

Exhibit A
Legal Description

Lot 1, Block 1 of Grace Baptist Fellowship Addition, according to the Plat thereof, recorded as Document 2004-0132296 in the Plat Records of Collin County, Texas.

Attachment: Annexation Service Agreement (Trails Baptist Church – C-3 Expedited Annexation Service Agreement)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	5513 Smiley Road - C-3 Expedited Annexation Service Agreement

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 5 acres within the Extraterritorial Jurisdiction, generally located west of Smiley Road and approximately 2,900 feet south of FM 428. (5513 Smiley Road – C-3 Expedited Annexation Service Agreement) (Mohan)

Applicant:
William and Eden Morgan
P.O. Box 7490
Redlands, CA 92375

Background Information:
This item is related to the annexation of approximately 5 acres generally located west of Smiley Road and approximately 2,900 feet south of FM 428. Please refer to the attached documents for further information, and the accompanying annexation and zoning agenda items.

Supporting Documents:
- Location Map
- Annexation Service Agreement

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876

Life Connected.

W OUTER LOOP

BOTHWELL BLVD

BOTHWELL BLVD

SMILEY RD

W PUNK CARTER PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

5513 Smiley Rd
Location Map
City of Celina

3/28/2022

N W E S

0 375 750 Feet

Attachment: Location Map (5513 Smiley Road – C-3 Expedited Annexation Service Agreement)

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Attachment: Annexation Service Agreement (5513 Smiley Road – C-3 Expedited Annexation Service Agreement)

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

Attachment: Annexation Service Agreement (5513 Smiley Road – C-3 Expedited Annexation Service Agreement)

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

Attachment: Annexation Service Agreement (5513 Smiley Road – C-3 Expedited Annexation Service Agreement)

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2022.

CITY OF CELINA

By: _____
Name: Jason Laumer
Title: City Manager
Date: _____

PROPERTY OWNER 1: WILLIAM MORGAN

By: _____
Name: William Morgan
Title: Owner
Date: _____

PROPERTY OWNER 2: EDEN MORGAN

By: _____
Name: Eden Morgan
Title: Owner
Date: _____

Attachment: Annexation Service Agreement (5513 Smiley Road – C-3 Expedited Annexation Service Agreement)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Lot 13, Block 1 of Willow Wood Addition, according to the Plat thereof Recorded as Document 2022-1978 in the Plat Records of Denton County in Cabinet M, Page 260, Plat Records, Denton County, Texas.

Attachment: Annexation Service Agreement (5513 Smiley Road – C-3 Expedited Annexation Service Agreement)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Jason Laumer, City Manager
Date: July 12, 2022
Re: 380 Economic Development Agreement between The City of Celina, Texas and Bloomfield Homes, L.P.

Action Requested:
Consider and act upon a Chapter 380 Economic Development Agreement by and between the City of Celina and Bloomfield Homes, L.P. (Bromiley)

Background Information:
Bloomfield Homes currently builds and will continue to build hundreds of homes in Celina. Currently, the City does not receive any sales tax off of the building materials they purchase outside of the City. This 380 agreement would allow the City to receive 20% of its sales tax and for the Community Development Corporation and Celina Economic Development Corporation to receive 100% of its sales tax that are spent on building materials outside of Celina.

Financial Considerations:
80% rebate of City sales tax on building materials purchased outside of Celina to Bloomfield Homes.

Legal Review:
Item has been reviewed by the City Attorney.

Supporting Documents:
Chapter 380 Agreement

Staff Recommendation:
Staff recommends for approval

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CELINA, TEXAS AND BLOOMFIELD HOMES, L.P.

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT** ("Agreement") is made by and between The City of Celina, Texas, also referred to as ("City"), and Bloomfield Homes, L.P., a Texas limited partnership ("Company"), (each a "Party" and collectively the "Parties") acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the Program Grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Celina (collectively, the "Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a Program authorized by Chapter 380 to encourage and induce the generation of local use tax; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Attachment: Celina Chapter 380 Agreement Bloomfield Homes L.P. Effective July 1 2022 (1) (Chapter 380 - Bloomfield Homes, L.P.)

ARTICLE I
DEFINITIONS

1. For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Agreement" shall mean this Chapter 380 Economic Development Agreement, together with all exhibits, schedules, and attachments that are attached to this Agreement from time to time, if any.

"Approved Project" is defined in the recitals.

"City" shall mean Celina, Texas.

"Company" shall mean Bloomfield Homes, L.P.

"Commencement Date" shall mean July 1, 2022.

"Effective Date" shall mean July 1, 2022.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments,

Attachment: Celina Chapter 380 Agreement Bloomfield Homes L.P. Effective July 1 2022 (1) (Chapter 380 - Bloomfield Homes, L.P.)

permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

"Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of December, 2022 following the Effective Date. For illustration purposes, assume the Effective Date is July 1, 2022 then the first Grant Period would begin on July 1, 2022 and continue through and include December 31, 2022. The next Grant Period would begin on January 1, 2023 and continue through and include June 30 2023. The final Grant Period for the initial 10-year term of the Agreement would be from January 1, 2032 and end on June 30, 2032.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Use Tax Receipts" shall mean the City's net receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the City setting forth the Company's collection of use tax imposed by and received by the City from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as City may reasonably request.

ARTICLE II
TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until City has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

Attachment: Celina Chapter 380 Agreement Bloomfield Homes L.P. Effective July 1 2022 (1) (Chapter 380 - Bloomfield Homes, L.P.)

ARTICLE III
ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance with (a) all the terms and conditions of this Agreement, the City agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 80% of the Use Tax Receipts, as previously defined herein (the "Program Grant"). The Program Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing July 1, 2022. The Program Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 Grant Payment. The City shall pay the Program Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. The Company shall submit Use Tax Certificates to the City within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on July 1, 2022 and continues through and includes December 31, 2022. The Company would submit a Use Tax Certificate to the City for the first Grant Period by January 30, 2023 and the City would pay the first Program Grant within forty-five (45) days after receipt of the Use Tax Certificate and after receiving all of the net Use Tax Receipts within the Grant Period. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars ($5,000.00), then the amount of the first Grant would be Four Thousand Dollars ($4,000.00).

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this Agreement, the Program Grant payment for the Grant Period immediately following such State-approved amendment shall be adjusted accordingly, provided the City must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, the Company shall provide the City with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Program Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Program Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the City. The City may at its option adjust the Program Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

Attachment: Celina Chapter 380 Agreement Bloomfield Homes L.P. Effective July 1 2022 (1) (Chapter 380 - Bloomfield Homes, L.P.)

ARTICLE IV
DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the City's obligation to make any Program Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the City with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The City shall have no duty to calculate the Use Tax Receipts or determine the Company's entitlement to any Program Grant for a Grant Period, or pay any Program Grant during the term of this Agreement until such time as Company has provided the City a Use Tax Certificate for such Grant Period and the City has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. The Company shall provide such additional documentation as may be reasonably requested by the City to evidence, support and establish the use tax paid directly to the State of Texas pursuant to the Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to the Company's operations for the Grant Period; and

b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this Agreement.

The Company will provide to City the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein and subject to Texas law, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, the City will use reasonable efforts to inform the Company of the request in sufficient time for the Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 The City must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Program Grant is requested, and the City must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the City with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

Attachment: Celina Chapter 380 Agreement Bloomfield Homes L.P. Effective July 1 2022 (1) (Chapter 380 - Bloomfield Homes, L.P.)

4.05 The Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V
TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

(a) by mutual written agreement of the parties;

(b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;

(c) by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);

(d) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;

(e) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;

(g) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

Attachment: Celina Chapter 380 Agreement Bloomfield Homes L.P. Effective July 1 2022 (1) (Chapter 380 - Bloomfield Homes, L.P.)

ARTICLE VI
MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax or via email at the email address provided below.

Attachment: Celina Chapter 380 Agreement Bloomfield Homes L.P. Effective July 1 2022 (1) (Chapter 380 - Bloomfield Homes, L.P.)

If intended for City, to:

Attn: Jason Laumer
Celina City Manager
142 N. Ohio St.
Celina, TX 75009
Email: jlaumer@Celina-tx.gov

With a copy to:

Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory, Suite 100
Denton, TX 76201
Email: lvanzant@hbwvlaw.com

If intended for the Company:

Attn: Accounting Department
Don Dykstra
President
Bloomfield Homes, L.P.
1050 East Hwy 114, Ste. 210
Southlake, TX 76092
Email: don@bloomfieldhomes.net

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. No representation, warranty, condition, understanding or agreement of any kind with respect to this subject matter shall be relied upon by the Parties except those expressly stated herein. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

6.08 No Presumption. This Agreement was prepared with the input of all parties and shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

6.09 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.10 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of

Attachment: Celina Chapter 380 Agreement Bloomfield Homes L.P. Effective July 1 2022 (1) (Chapter 380 - Bloomfield Homes, L.P.)

the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.11 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.15 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally and shall jointly select the mediator. The mediation shall be held in Celina, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

Attachment: Celina Chapter 380 Agreement Bloomfield Homes L.P. Effective July 1 2022 (1) (Chapter 380 - Bloomfield Homes, L.P.)

EXECUTED as of the ____ day of _____, 2022.

THE CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

_____
City Secretary

EXECUTED as of the ____ day of _____, 2022.

BLOOMFIELD HOMES, L.P.
a Texas Limited Partnership

By: Bloomfield Properties, Inc.
a Texas Corporation,
its General Partner

By:_____
Name: Don Dykstra
Title: President

Attachment: Celina Chapter 380 Agreement Bloomfield Homes L.P. Effective July 1 2022 (1) (Chapter 380 - Bloomfield Homes, L.P.)

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
CITY OF CELINA §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Jason Laumer, City Manager of the City of Celina, Texas, on behalf of said municipality.

_____

Name: _____

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §
§
CITY OF SOUTHLAKE §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Don Dykstra, President of Bloomfield Properties, Inc., General Partner of Bloomfield Homes, L.P., a limited partnership, on behalf of said limited partnership.

_____

Name:_____

Notary Public - State of Texas

Attachment: Celina Chapter 380 Agreement Bloomfield Homes L.P. Effective July 1 2022 (1) (Chapter 380 - Bloomfield Homes, L.P.)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Amy Alexander, Director of Information Technology
Date:	July 12, 2022
Re:	Axon Police Equipment

Action Requested:
Consider and act to purchase police equipment from Axon Enterprise, Inc., through a cooperative contract with BuyBoard in an amount not to exceed $750,747.42. (Berry)

Background Information:
Staff requests authorization to enter into a five year agreement with Axon Enterprises for police equipment. The purchase includes body cameras, in car cameras, video storage, Taser's, and Taser cartridges through the following cooperative agreement.

- BuyBoard
- Contract #: 648-21

The current equipment in place is at the end of its useful life. All current agreements will be terminated and current equipment replaced.

The City maintains an executed Interlocal Agreement with above the cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:
Council may reject the purchase and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at he issuance of a purchase order.

Supporting Documents:
Quote

Staff Recommendation:
Authorize the purchase as recommended.

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-400404-44743.642AS

Issued: 07/01/2022

Quote Expiration: 07/31/2022

Estimated Contract Start Date: 08/15/2022

Account Number: 327532
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-110 N Colorado St 110 N Colorado St Celina, TX 75009-6219 USA	Celina Police Dept. - TX 110 N Colorado St Celina, TX 75009-6219 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Alex Jones Phone: (972) 382-2121 Email: ajones@celina-tx.gov Fax: (972) 382-3879

Quote Summary

Program Length	60 Months
TOTAL COST	$750,747.42
ESTIMATED TOTAL W/ TAX	$750,747.42

Discount Summary

Average Savings Per Year	$42,317.14
TOTAL SAVINGS	$211,585.72

Payment Summary

Date	Subtotal	Tax	Total
Aug 2022	$18,483.84	$0.00	$18,483.84
Oct 2022	$107,205.75	$0.00	$107,205.75
Apr 2023	$39,246.99	$0.00	$39,246.99
Oct 2023	$146,452.73	$0.00	$146,452.73
Oct 2024	$146,452.73	$0.00	$146,452.73
Oct 2025	$146,452.73	$0.00	$146,452.73
Oct 2026	$146,452.65	$0.00	$146,452.65
Total	**$750,747.42**	**$0.00**	**$750,747.42**

Attachment: Quote # Q-400404-44743.642AS (Axon Equipment (bodycams, dashchams, tasers)

Quote Unbundled Price:	**$962,333.14**
Quote List Price:	**$784,570.0(**
Quote Subtotal:	**$750,747.4**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Tota
Program									
80460	FLEET 3 BUNDLE TRUE UP	21	9		$78.00	$78.00	$14,742.00	$0.00	$14,742.0
Core+	2021 Core+	50	60	$214.92	$159.00	$159.00	$477,000.00	$0.00	$477,000.0
Fleet3B	Fleet 3 Basic	21	51	$138.34	$129.00	$105.47	$112,958.37	$0.00	$112,958.3
A la Carte Software									
100165	UNLIMITED 3RD-PARTY STORAGE	50	60		$15.00	$13.50	$40,500.00	$0.00	$40,500.0
73478	REDACTION ASSISTANT USER LICENSE	50	60		$9.00	$8.10	$24,300.00	$0.00	$24,300.0
80402	RESPOND DEVICE LICENSE - FLEET 3	21	51		$15.00	$15.00	$16,065.00	$0.00	$16,065.0
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	21	51		$49.00	$48.99	$52,469.55	$0.00	$52,469.5
A la Carte Services									
80223	INACTIVE CHANNEL ACCESS LICENSE	1			$5,000.00	$4,500.00	$4,500.00	$0.00	$4,500.0
80190	Evidence.com Channel Services	1			$5,000.00	$4,500.00	$4,500.00	$0.00	$4,500.0
85144	AXON STARTER	1			$4,125.00	$3,712.50	$3,712.50	$0.00	$3,712.5
Total							**$750,747.42**	**$0.00**	**$750,747.4**

Attachment: Quote # Q-400404-44743.642AS (Axon Equipment (bodycams, dashchams, tasers)

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Core+	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	55	07/15/2022
2021 Core+	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	50	07/15/2022
2021 Core+	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	07/15/2022
2021 Core+	20018	TASER 7 BATTERY PACK, TACTICAL	60	07/15/2022
2021 Core+	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	07/15/2022
2021 Core+	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	50	07/15/2022
2021 Core+	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	150	07/15/2022
2021 Core+	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	100	07/15/2022
2021 Core+	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	150	07/15/2022
2021 Core+	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	100	07/15/2022
2021 Core+	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	100	07/15/2022
2021 Core+	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	100	07/15/2022
2021 Core+	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	07/15/2022
2021 Core+	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	07/15/2022
2021 Core+	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	07/15/2022
2021 Core+	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	07/15/2022
2021 Core+	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	55	07/15/2022
2021 Core+	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	100	07/15/2022
2021 Core+	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	50	07/15/2022
2021 Core+	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	07/15/2022
2021 Core+	74200	TASER 7 6-BAY DOCK AND CORE	1	07/15/2022
2021 Core+	75015	SIGNAL SIDEARM KIT	50	07/15/2022
2021 Core+	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	07/15/2022
2021 Core+	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	07/15/2022
2021 Core+	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	7	10/15/2022
2021 Core+	74210	AXON BODY 3 - 8 BAY DOCK	7	10/15/2022
Fleet 3 Basic	70112	AXON SIGNAL UNIT	21	04/15/2023
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	21	04/15/2023
2021 Core+	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	100	07/15/2023
2021 Core+	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	100	07/15/2023
2021 Core+	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	100	07/15/2024
2021 Core+	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	100	07/15/2024
2021 Core+	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	100	07/15/2024
2021 Core+	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	100	07/15/2024
2021 Core+	73309	AXON CAMERA REFRESH ONE	51	01/15/2025
2021 Core+	73689	MULTI-BAY BWC DOCK 1ST REFRESH	7	01/15/2025
2021 Core+	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	100	07/15/2025
2021 Core+	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	100	07/15/2025
2021 Core+	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	100	07/15/2026
2021 Core+	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	100	07/15/2026
2021 Core+	73310	AXON CAMERA REFRESH TWO	51	07/15/2027
2021 Core+	73688	MULTI-BAY BWC DOCK 2ND REFRESH	7	07/15/2027

Attachment: Quote # Q-400404-44743.642AS (Axon Equipment (bodycams, dashchams, tasers)

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Core+	20248	TASER 7 EVIDENCE.COM LICENSE	50	08/15/2022	08/14/2027
2021 Core+	20248	TASER 7 EVIDENCE.COM LICENSE	1	08/15/2022	08/14/2027
2021 Core+	73449	RESPOND DEVICE LICENSE	50	08/15/2022	08/14/2027
2021 Core+	73682	AUTO TAGGING LICENSE	50	08/15/2022	08/14/2027
2021 Core+	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	150	08/15/2022	08/14/2027
2021 Core+	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	50	08/15/2022	08/14/2027
2021 Core+	73746	PROFESSIONAL EVIDENCE.COM LICENSE	50	08/15/2022	08/14/2027
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	50	08/15/2022	08/14/2027
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	50	08/15/2022	08/14/2027
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	21	05/15/2023	08/14/2027
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	42	05/15/2023	08/14/2027
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	21	05/15/2023	08/14/2027
A la Carte	80402	RESPOND DEVICE LICENSE - FLEET 3	21	05/15/2023	08/14/2027

Services

Bundle	Item	Description	QTY
2021 Core+	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Core+	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Core+	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Core+	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Core+	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2021 Core+	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Core+	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Core+	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Core+	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Core+	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2021 Core+	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
Fleet 3 Basic	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	21
A la Carte	80190	Evidence.com Channel Services	1
A la Carte	80223	INACTIVE CHANNEL ACCESS LICENSE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Core+	80464	EXT WARRANTY, CAMERA (TAP)	50	08/15/2022	08/14/2027
2021 Core+	80464	EXT WARRANTY, CAMERA (TAP)	1	08/15/2022	08/14/2027
2021 Core+	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	7	08/15/2022	08/14/2027
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	21	05/15/2023	08/14/2027
2021 Core+	80374	EXT WARRANTY, TASER 7 BATTERY PACK	60	07/15/2023	08/14/2027
2021 Core+	80395	EXT WARRANTY, TASER 7 HANDLE	50	07/15/2023	08/14/2027
2021 Core+	80395	EXT WARRANTY, TASER 7 HANDLE	1	07/15/2023	08/14/2027
2021 Core+	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	07/15/2023	08/14/2027
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	21	04/15/2024	08/14/2027

Attachment: Quote # Q-400404-44743.642AS (Axon Equipment (bodycams, dashchams, tasers)

Payment Details

Aug 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 Part 1	100165	UNLIMITED 3RD-PARTY STORAGE	50	$1,350.00	$0.00	$1,350.00
Year 1 Part 1	73478	REDACTION ASSISTANT USER LICENSE	50	$810.00	$0.00	$810.00
Year 1 Part 1	80190	Evidence.com Channel Services	1	$150.00	$0.00	$150.00
Year 1 Part 1	80223	INACTIVE CHANNEL ACCESS LICENSE	1	$150.00	$0.00	$150.00
Year 1 Part 1	85144	AXON STARTER	1	$123.75	$0.00	$123.75
Year 1 Part 1	Core+	2021 Core+	50	$15,900.09	$0.00	$15,900.09
Total				**$18,483.84**	**$0.00**	**$18,483.84**

Oct 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 Part 2	100165	UNLIMITED 3RD-PARTY STORAGE	50	$7,830.00	$0.00	$7,830.00
Year 1 Part 2	73478	REDACTION ASSISTANT USER LICENSE	50	$4,698.00	$0.00	$4,698.00
Year 1 Part 2	80190	Evidence.com Channel Services	1	$870.00	$0.00	$870.00
Year 1 Part 2	80223	INACTIVE CHANNEL ACCESS LICENSE	1	$870.00	$0.00	$870.00
Year 1 Part 2	85144	AXON STARTER	1	$717.75	$0.00	$717.75
Year 1 Part 2	Core+	2021 Core+	50	$92,220.00	$0.00	$92,220.00
Total				**$107,205.75**	**$0.00**	**$107,205.75**

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	21	$10,493.92	$0.00	$10,493.92
Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	21	$3,213.00	$0.00	$3,213.00
Year 1	80460	FLEET 3 BUNDLE TRUE UP	21	$2,948.40	$0.00	$2,948.40
Year 1	Fleet3B	Fleet 3 Basic	21	$22,591.67	$0.00	$22,591.67
Total				**$39,246.99**	**$0.00**	**$39,246.99**

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100165	UNLIMITED 3RD-PARTY STORAGE	50	$7,830.00	$0.00	$7,830.00
Year 2	73478	REDACTION ASSISTANT USER LICENSE	50	$4,698.00	$0.00	$4,698.00
Year 2	80190	Evidence.com Channel Services	1	$870.00	$0.00	$870.00
Year 2	80223	INACTIVE CHANNEL ACCESS LICENSE	1	$870.00	$0.00	$870.00
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	21	$10,493.91	$0.00	$10,493.91
Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	21	$3,213.00	$0.00	$3,213.00
Year 2	80460	FLEET 3 BUNDLE TRUE UP	21	$2,948.40	$0.00	$2,948.40
Year 2	85144	AXON STARTER	1	$717.75	$0.00	$717.75
Year 2	Core+	2021 Core+	50	$92,220.00	$0.00	$92,220.00
Year 2	Fleet3B	Fleet 3 Basic	21	$22,591.67	$0.00	$22,591.67
Total				**$146,452.73**	**$0.00**	**$146,452.73**

Attachment: Quote # Q-400404-44743.642AS (Axon Equipment (bodycams, dashchams, tasers)

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100165	UNLIMITED 3RD-PARTY STORAGE	50	$7,830.00	$0.00	$7,830.00
Year 3	73478	REDACTION ASSISTANT USER LICENSE	50	$4,698.00	$0.00	$4,698.00
Year 3	80190	Evidence.com Channel Services	1	$870.00	$0.00	$870.00
Year 3	80223	INACTIVE CHANNEL ACCESS LICENSE	1	$870.00	$0.00	$870.00
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	21	$10,493.91	$0.00	$10,493.91
Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	21	$3,213.00	$0.00	$3,213.00
Year 3	80460	FLEET 3 BUNDLE TRUE UP	21	$2,948.40	$0.00	$2,948.40
Year 3	85144	AXON STARTER	1	$717.75	$0.00	$717.75
Year 3	Core+	2021 Core+	50	$92,220.00	$0.00	$92,220.00
Year 3	Fleet3B	Fleet 3 Basic	21	$22,591.67	$0.00	$22,591.67
Total				**$146,452.73**	**$0.00**	**$146,452.73**

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100165	UNLIMITED 3RD-PARTY STORAGE	50	$7,830.00	$0.00	$7,830.00
Year 4	73478	REDACTION ASSISTANT USER LICENSE	50	$4,698.00	$0.00	$4,698.00
Year 4	80190	Evidence.com Channel Services	1	$870.00	$0.00	$870.00
Year 4	80223	INACTIVE CHANNEL ACCESS LICENSE	1	$870.00	$0.00	$870.00
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	21	$10,493.91	$0.00	$10,493.91
Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	21	$3,213.00	$0.00	$3,213.00
Year 4	80460	FLEET 3 BUNDLE TRUE UP	21	$2,948.40	$0.00	$2,948.40
Year 4	85144	AXON STARTER	1	$717.75	$0.00	$717.75
Year 4	Core+	2021 Core+	50	$92,220.00	$0.00	$92,220.00
Year 4	Fleet3B	Fleet 3 Basic	21	$22,591.67	$0.00	$22,591.67
Total				**$146,452.73**	**$0.00**	**$146,452.73**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100165	UNLIMITED 3RD-PARTY STORAGE	50	$7,830.00	$0.00	$7,830.00
Year 5	73478	REDACTION ASSISTANT USER LICENSE	50	$4,698.00	$0.00	$4,698.00
Year 5	80190	Evidence.com Channel Services	1	$870.00	$0.00	$870.00
Year 5	80223	INACTIVE CHANNEL ACCESS LICENSE	1	$870.00	$0.00	$870.00
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	21	$10,493.90	$0.00	$10,493.90
Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	21	$3,213.00	$0.00	$3,213.00
Year 5	80460	FLEET 3 BUNDLE TRUE UP	21	$2,948.40	$0.00	$2,948.40
Year 5	85144	AXON STARTER	1	$717.75	$0.00	$717.75
Year 5	Core+	2021 Core+	50	$92,219.91	$0.00	$92,219.91
Year 5	Fleet3B	Fleet 3 Basic	21	$22,591.69	$0.00	$22,591.69
Total				**$146,452.65**	**$0.00**	**$146,452.65**

Attachment: Quote # Q-400404-44743.642AS (Axon Equipment (bodycams, dashchams, tasers)

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 648-21 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.

Signature

Date Signed

7/1/2022

Attachment: Quote # Q-400404-44743.642AS (Axon Equipment (bodycams, dashchams, tasers)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Glasgow, Director of Engineering
Date:	July 12, 2022
Re:	Celina Road Pump Station Phase 3-Contingency

Action Requested:
Consider and act to authorize contingency in the amount of $210,058 for the Celina Road Pump Station Phase 3 project. (Berry)

Background Information:
On May 10, 2022, the City authorized the award of bid 2022-0100 for construction services for Celina Road Pump Station phase 3 in the amount of $2,100,580. Contingency was not included in the initial award. Staff is requesting $210,058 in contingency to cover unforeseen changes. The contingency would bring the total not to exceed to $2,310,638.00.

Alternatives:
Council may reject adding the contingency and direct staff.

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

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
None

Staff Recommendation:
Authorize Contingency

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: July 12, 2022
Re: Maryland Drainage, Bid 2022-0156

Action Requested:
Consider and act to award bid 2022-0156 for Maryland Drainage and Paving at the unit prices listed to ANA Site Construction in an amount of $383,823.50 plus contingency in the amount of $38,382.35 for a total amount not to exceed $422,205.85 . (Berry)

Background Information:
On June 7, 2022, the City received responses to bid 2022-0156 for Maryland Drainage and Paving. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred eight-five vendors were notified. One No-Bid and two responses were received.

An initial review was completed by Purchasing and then forwarded to staff and the Engineer of Record for their review. The engineer reviewed the submittals and verified references.

The project includes the improvements to approximately seven hundred forty linear feet of twenty two feet residential street pavement, storm sewer conduit installation, and associated restoration.

The contract period is for 120 days.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Agreement has previously been reviewed and approved.

Supporting Documents:
Tab Sheet
Agreement

Staff Recommendation:
Award Bid # 2022-0156

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **ANA Site Construction** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Celina
Maryland Drainage & Paving
BID 2022-0156
PROJECT D34

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction project includes:

The Project consists pavement marking, solar powered signage, and traffic control for the intersection of Dallas Parkway and the Outer Loop. The Project consists pavement marking, solar powered signage, and traffic control for the intersection of Dallas Parkway and the Outer Loop.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Lockwood, Andrews & Newman, Inc.** which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **90** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **120** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time

Attachment: 00-410 - Agreement (Maryland Drainage & Paving 2022-0156, D34)

specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: **$383,823.50**

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the ***last*** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

Attachment: 00-410 - Agreement (Maryland Drainage & Paving 2022-0156, D34)

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award

Attachment: 00-410 - Agreement (Maryland Drainage & Paving 2022-0156, D34)

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

Attachment: 00-410 - Agreement (Maryland Drainage & Paving 2022-0156, D34)

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **July 12, 2022.**

CITY OF CELINA, TEXAS	**CONTRACTOR**
Jason Laumer, City Manager	Printed Name & Title
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	

EJCDC® C-410, Bid Form for Construction Contract.
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Attachment: 00-410 - Agreement (Maryland Drainage & Paving 2022-0156, D34)

Bid Tabulation

Maryland Drainage & Paving, Bid 2022-0156

				ANA Site Construction		Maya Underground Contractors LLC	
				Total Price	$ 383,823.50	Total Price	$ 776,132.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	BASE BID - ROAD ITEMS	1		$ 291,444.00	$ 291,444.00	$ 625,679.00	$ 625,679.00
1.1	Bonds and Insurance	1	LS	$ 14,015.00	$ 14,015.00	$ 19,000.00	$ 19,000.00
1.2	Traffic Control	1	LS	$ 4,200.00	$ 4,200.00	$ 13,800.00	$ 13,800.00
1.3	SWPPP and NOI	1	LS	$ 3,600.00	$ 3,600.00	$ 19,850.00	$ 19,850.00
1.4	Project Identification Sign	1	EA	$ 1,800.00	$ 1,800.00	$ 1,500.00	$ 1,500.00
1.5	Remove Concrete Pavement	2330	SY	$ 6.90	$ 16,077.00	$ 27.00	$ 62,910.00
1.6	Common Fill	190	CY	$ 34.40	$ 6,536.00	$ 69.00	$ 13,110.00
1.7	Unclassified Excavation	750	CY	$ 19.70	$ 14,775.00	$ 80.00	$ 60,000.00
1.8	Street Name Sign and Post	1	EA	$ 1,440.00	$ 1,440.00	$ 4,219.00	$ 4,219.00
1.9	Relocate Street or Traffic Sign	1	EA	$ 780.00	$ 780.00	$ 1,900.00	$ 1,900.00
1.10	Untreated Base Course	2480	SY	$ 11.95	$ 29,636.00	$ 54.00	$ 133,920.00
1.11	Reinforced Portland Cement Concrete Pavement, 7" thick	2430	SY	$ 76.90	$ 186,867.00	$ 117.00	$ 284,310.00
1.12	Grass Sod	1240	SY	$ 9.45	$ 11,718.00	$ 9.00	$ 11,160.00
2	BASE BID - WATER ITEMS	1		$ 3,300.00	$ 3,300.00	$ 6,163.00	$ 6,163.00
2.1	Adjust Wate Valve Box	2	EA	$ 870.00	$ 1,740.00	$ 1,100.00	$ 2,200.00
2.2	Adjust Fire Hydrant to Grade	1	EA	$ 1,560.00	$ 1,560.00	$ 3,963.00	$ 3,963.00
3	BASE BID - SEWER ITEMS	1		$ 1,577.00	$ 1,577.00	$ 3,200.00	$ 3,200.00
3.1	Adjust Cleanout Box Cover	1	EA	$ 780.00	$ 780.00	$ 1,500.00	$ 1,500.00
3.2	Adjust Manhole	1	EA	$ 797.00	$ 797.00	$ 1,700.00	$ 1,700.00
4	BASE BID - DRAINAGE ITEMS	1		$ 87,502.50	$ 87,502.50	$ 141,090.00	$ 141,090.00
4.1	Remove Headwall	3	EA	$ 1,030.00	$ 3,090.00	$ 1,300.00	$ 3,900.00
4.2	Remove Pipe	35	LF	$ 88.00	$ 3,080.00	$ 58.00	$ 2,030.00
4.3	Flexamat with Seeding	60	SY	$ 102.00	$ 6,120.00	$ 160.00	$ 9,600.00
4.4	Trench Safety	200	LF	$ 13.20	$ 2,640.00	$ 7.00	$ 1,400.00
4.5	18" HP Storm Pipe	30	LF	$ 94.95	$ 2,848.50	$ 182.00	$ 5,460.00
4.6	42" HP Storm Pipe	180	LF	$ 185.05	$ 33,309.00	$ 390.00	$ 70,200.00
4.7	Connect to Existing Storm Pipe	1	EA	$ 4,280.00	$ 4,280.00	$ 8,300.00	$ 8,300.00
4.8	18" Catch Basin, Single Grate (2'x3')	1	EA	$ 3,720.00	$ 3,720.00	$ 4,700.00	$ 4,700.00
4.9	TxDOT SETP-CD	1	EA	$ 6,720.00	$ 6,720.00	$ 11,000.00	$ 11,000.00
4.10	Precast Junction Box, 7'x7'	1	EA	$ 21,695.00	$ 21,695.00	$ 24,500.00	$ 24,500.00

Attachment: Bid Tabulation by Line (Maryland Drainage & Paving 2022-0156, D34)

Bid Tab

Marylar

Bid 202

Line #
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4.10

Attachment: Bid Tabulation by Line (Maryland Drainage & Paving 2022-0156, D34)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: July 12, 2022
Re: Preston Road Lighting Phase 2

Action Requested:
Consider and act to award bid 2022-0155 for Preston Road lighting phase 2 at the unit prices listed to Tejas Utilities in an amount of $912,690.47 plus ten percent contingency in the amount of $91,269.05 for a total amount not to exceed $1,003,959.52. (Berry)

Background Information:
On June 7, 2022, the City received responses to bid 2022-0155 for Preston Road lighting phase 2. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which three hundred eighty-seven vendors were notified. One No-Bid and three response were received.

An initial review was done by Purchasing and forwarded to staff and the Engineer of Record for review. The engineer reviewed the submittal and verified references.

The contract period is for 100 days.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:
Contract documents have been previously reviewed and approved.

Supporting Documents:
Tab Sheet
Agreement

Staff Recommendation:
Award Bid # 2022-0155

Tab Sheet

2022-0155

Preston Road Lighting Phase 2

				Tejas Utilities LLC		Highway ITS		MELS ELECTRIC, LP	
				Total Price	$912,690.47	Total Price	$970,014.03	Total Price	$1,641,548.0
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Irrigation System	1	LSUM	$47,300.00	$47,300.00	$50,400.00	$50,400.00	$260,000.00	$260,000.0
2	Drilled Shaft Foundation (Luminaire Pole)	392	LF	$206.72	$81,034.24	$221.49	$86,824.08	$285.00	$111,720.0
3	Conductor, Size 6 Type Bare	9540	LF	$1.64	$15,645.60	$1.64	$15,645.60	$2.25	$21,465.0
4	Conductor, Size 6 Type Insulated	19080	LF	$1.63	$31,100.40	$1.65	$31,482.00	$2.60	$49,608.0
5	Electrical Service (Type A)	2	EA	$7,584.12	$15,168.24	$8,277.62	$16,555.24	$7,885.00	$15,770.0
6	Steel Light Pole, Type [31' MH]	49	EA	$7,386.38	$361,932.62	$7,617.34	$373,249.66	$8,125.00	$398,125.0
7	Steel Light Pole, Type [31' MH] (Spare)	5	EA	$6,786.76	$33,933.80	$7,428.34	$37,141.70	$7,865.00	$39,325.0
8	Luminaire, Type [108W LED]	98	EA	$818.56	$80,218.88	$800.26	$78,425.48	$950.00	$93,100.0
9	Luminaire, Type [108W LED] (Spare)	10	EA	$668.07	$6,680.70	$800.26	$8,002.60	$895.00	$8,950.0
10	Conduit, 2", PVC Sch 40, Trench	7235	LF	$11.42	$82,623.70	$9.48	$68,587.80	$17.50	$126,612.5
11	Conduit, 2", PVC Sch 40, Bore	155	LF	$18.12	$2,808.60	$22.76	$3,527.80	$38.50	$5,967.5
12	Conduit, 4", PVC Sch 40, Bore	4040	LF	$23.55	$95,142.00	$34.56	$139,622.40	$49.50	$199,980.0
13	Ground Box, Type A with Apron	53	EA	$912.53	$48,364.09	$810.89	$42,977.17	$1,225.00	$64,925.0
14	Traffic Control	3	MO	$3,579.20	$10,737.60	$5,857.50	$17,572.50	$82,000.00	$246,000.0

Attachment: Tab Sheet by Line (Preston Road Lighting Phase 2)

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Attachment: Tab Sheet by Line (Preston Road Lighting Phase 2)

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **Pittard Construction Company** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Celina
Preston Rd Lighting, Phase 2
BID 2022-0155
PROJECT R59

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction project includes:

The Project consists pavement marking, solar powered signage, and traffic control for the intersection of Dallas Parkway and the Outer Loop. The Project consists pavement marking, solar powered signage, and traffic control for the intersection of Dallas Parkway and the Outer Loop.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Lee Engineers, LLC,** which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **70** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **100** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$1,000*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially

Attachment: Agreement - Preston Rd Lighting Phase 2 - Tejas Utilities (Preston Road Lighting Phase 2)

complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$1,000*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: $912,690.47

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the ***last*** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

Attachment: Agreement - Preston Rd Lighting Phase 2 - Tejas Utilities (Preston Road Lighting Phase 2)

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award

Attachment: Agreement - Preston Rd Lighting Phase 2 - Tejas Utilities (Preston Road Lighting Phase 2)

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

Attachment: Agreement - Preston Rd Lighting Phase 2 - Tejas Utilities (Preston Road Lighting Phase 2)

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **July 12, 2022.**

CITY OF CELINA, TEXAS	**CONTRACTOR**
_____	_____
Jason Laumer, City Manager	_____
	Printed Name & Title
_____	_____
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	

Council Authorization Date:_____

EJCDC® C-410, Bid Form for Construction Contract.
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Attachment: Agreement - Preston Rd Lighting Phase 2 - Tejas Utilities (Preston Road Lighting Phase 2)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Andy Glasgow, Director of Engineering
Date:	July 12, 2022
Re:	Preston Road Lighting Phase 3

Action Requested:
Consider and act to reject all responses for bid 2022-0160 for Preston Road lighting, phase 3. (Berry)

Background Information:
On June 7, 2022, the City received responses to bid 2022-0160 for Preston Road lighting, phase 3. Due to inflation cost and the escalated prices for several previous projects, funding is not available for this project. Staff is requesting Council reject all responses received.

Alternatives:
Council may direct staff.

Financial Considerations:
None

Supporting Documents:
Tab Sheet

Staff Recommendation:
Award Bid # 2022-0160

2022-0160

Preston Road Lighting Phase 3

				Highway ITS	
				Total Price	$1,365,687.07
Line #	Description	QTY	UOM	Unit	Extended
1	Irrigation System	1	LSUM	$61,000.00	$61,000.00
2	Drilled Shaft Foundation (Luminaire Pole)	664	LF	$210.23	$139,592.72
3	Conductor, Size 6 Type Bare	16370	LF	$1.55	$25,373.50
4	Conductor, Size 6 Type Insulated	32740	LF	$1.56	$51,074.40
5	Electrical Service (Type A)	2	EA	$7,634.40	$15,268.80
6	Steel Light Pole, Type [31' MH]	83	EA	$7,204.80	$597,998.40
7	Steel Light Pole, Type [31' MH] (Spare)	5	EA	$7,024.80	$35,124.00
8	Luminaire, Type [108W LED]	166	EA	$749.70	$124,450.20
9	Luminaire, Type [108W LED] (Spare)	10	EA	$749.70	$7,497.00
10	Conduit, 2", PVC Sch 40, Trench	14670	LF	$9.03	$132,470.10
11	Conduit, 2", PVC Sch 40, Bore	190	LF	$21.07	$4,003.30
12	Conduit, 4", PVC Sch 40, Bore	2710	LF	$32.33	$87,614.30
13	Ground Box, Type A with Apron	87	EA	$772.05	$67,168.35
14	Traffic Control	3	MO	$5,684.00	$17,052.00

Attachment: Bid Tabulation by Supplier Spreadsheet (Preston Road Lighting Phase 3-Reject all Bids,

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Kim Brawner, Assistant City Manager
Date:	July 12, 2022
Re:	Furniture for PW Improvements, Phase 1

Action Requested:
Consider and act authorize the purchase of furniture for the Public Works Service Center improvements through cooperative contracts with JKC Designs in an amount not to exceed $76,247.00. (Berry)

Background Information:
Staff requests authorization to procure office furniture to for the phase 1 Improvements at Public Works through the following cooperative agreements.

1. TIPS Contract 200301
2. Omnia Partners Contract #TVR-914440
3. TXMAS Contract #14-71020

The City maintains executed Interlocal Agreements with above the cooperative agencies. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:
Council may reject the purchase and direct staff.

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

Supporting Documents:
Quotes

Staff Recommendation:
Authorize purchase.

JKC Designs

6168 County Road 988
TX 75071

Estimate

Date	Estimate #
5/24/2022	QC15035

Name / Address
City of Celina 142 N. Ohio Street Celina, TX 75009 Attn: Barbara Hoskins Tag: Public Works

Project

Description	Qty	U/M	Rate	Total
OM ST400F ST sled base guest chair w/o arms - Uphol: Gr 3 Line Up 3504 Baltic	96		155.00	14,880.00
OM STDLY4N chair carts	2		61.00	122.00
UTYP9-CHE L desk with two pedestals - Ultra laminate, Left return - Finish: Cherry	3		1,174.00	3,522.00
UTYP9-CHE L desk with two pedestals - Ultra laminate - Right return - Finish: Cherry	6		1,174.00	7,044.00
OFD156CHE Ultra laminate bookcase - 65"H - Finish: Cherry	8		312.00	2,496.00
OFD163-CHE Ultra hutch w/2 adj shelves - Finish: Cherry	1		275.00	275.00
OFD185-CHE Center drawer - Finish: Cherry	9		135.00	1,215.00
OM YS88 Yes series task chair w/KR-540 arms - SC Soft caster, Uphol: Gr. 3 Line-Up 3504 Baltic	9		558.00	5,022.00
OM GY4B-30-3504-3504-SLR-GLD Ginny guest chair w/o arms, Silver frame, Cover: Gr 3 Line-up 3504 Baltic	9		619.00	5,571.00
15% surcharge for OFD	1		999.00	999.00
Freight	1		995.00	995.00
Receive, deliver, Install	1		6,499.00	6,499.00
TXMAS contract #14-71020				

Total $48,640.00

Attachment: Est_QC15035_from_JKC_Designs_10112 (PW Improvement, phase 1 Furniture)

JKC Designs

6168 County Road 988
TX 75071

Estimate

Date	Estimate #
5/24/2022	QC15037

Name / Address
City of Celina 142 N. Ohio Street Celina, TX 75009 Attn: Barbara Hoskins Tag: Public Works

Project

Description	Qty	U/M	Rate	Total
JSI LOK tables - Fixed (30x60) tops - Finish: Studio Teak, Edge: Eased	17		235.00	3,995.00
JSI T Base - Fixed/glides -LK-TBF-TT29-3060, Finish: Arctic Silver	17		263.00	4,471.00
JSI LOK table - Tilt LK-TT29-3060T - Finish: Studio Teak, Edge: Eased	13		235.00	3,055.00
JSI-T-base-Tilt/casters, LK-TTBT-TT29-3060 - Finish: Arctic Silver	13		459.00	5,967.00
9% fuel surcharge	1		1,804.00	1,804.00
Storage charge for 4 months estimated ($250.00 per month)	1		1,000.00	1,000.00
Receive, deliver, Install	1		1,650.00	1,650.00
TIPS Contract #200301				

Total $21,942.00

Attachment: Est_QC15037_from_JKC_Designs_10112 (002) (PW Improvement, phase 1 Furniture)

JKC Designs

6168 County Road 988
TX 75071

Estimate

Date	Estimate #
5/24/2022	QC15041

Name / Address
City of Celina 142 N. Ohio Street Celina, TX 75009 Attn: Barbara Hoskins Tag: Public Works

Project

Description	Qty	U/M	Rate	Total
SitOnIt Prava task chair #6423 T ARB VG2 C21 BO UC-Textile: Element, Pebble - Highback, swivel tilt w/o headrest - Fully adjustable arm, carpet casters	10		527.00	5,270.00
Receive, deliver, Install	1		395.00	395.00
OMNIA Contract #TVR-914440				

Total $5,665.00

Attachment: Est_QC15041_from_JKC_Designs_10112 (PW Improvement, phase 1 Furniture)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Trails Baptist Church - Annexation

Action Requested:
Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 6 acres, generally located north of FM 455 and approximately 1,600 feet west of future Celina Parkway, within the Extraterritorial Jurisdiction (ETJ). (Trails Baptist Church – Annexation) (Mohan)

Applicant:
The Trails Church
P.O. Box 248
Celina, TX 75009

Background Information:
This item is for the annexation of approximately 6 acres, generally located north of FM 455 and approximately 1,600 feet west of future Celina Parkway, for the Trails Baptist Church. Please refer to the attached documents as well as the associated annexation service agreement and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS Est. 1876

Life Connected.

FM 455

WALNUT

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Trails Church Location Map
City of Celina

9/28/2021

N W E S

0 285 570 Feet

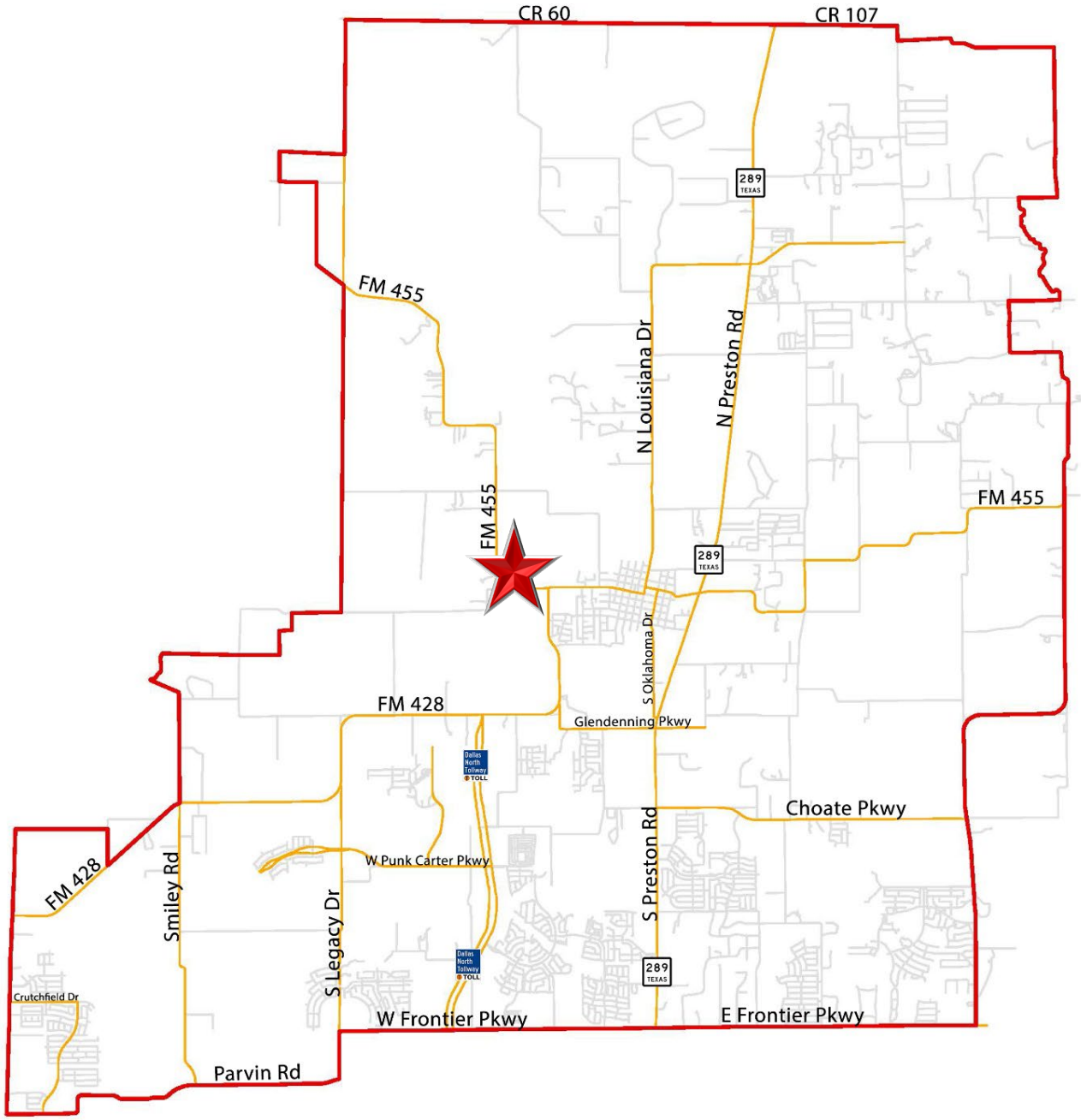
Attachment: Location Map (Trails Baptist Church – Annexation)

TRAILS BAPTIST CHURCH

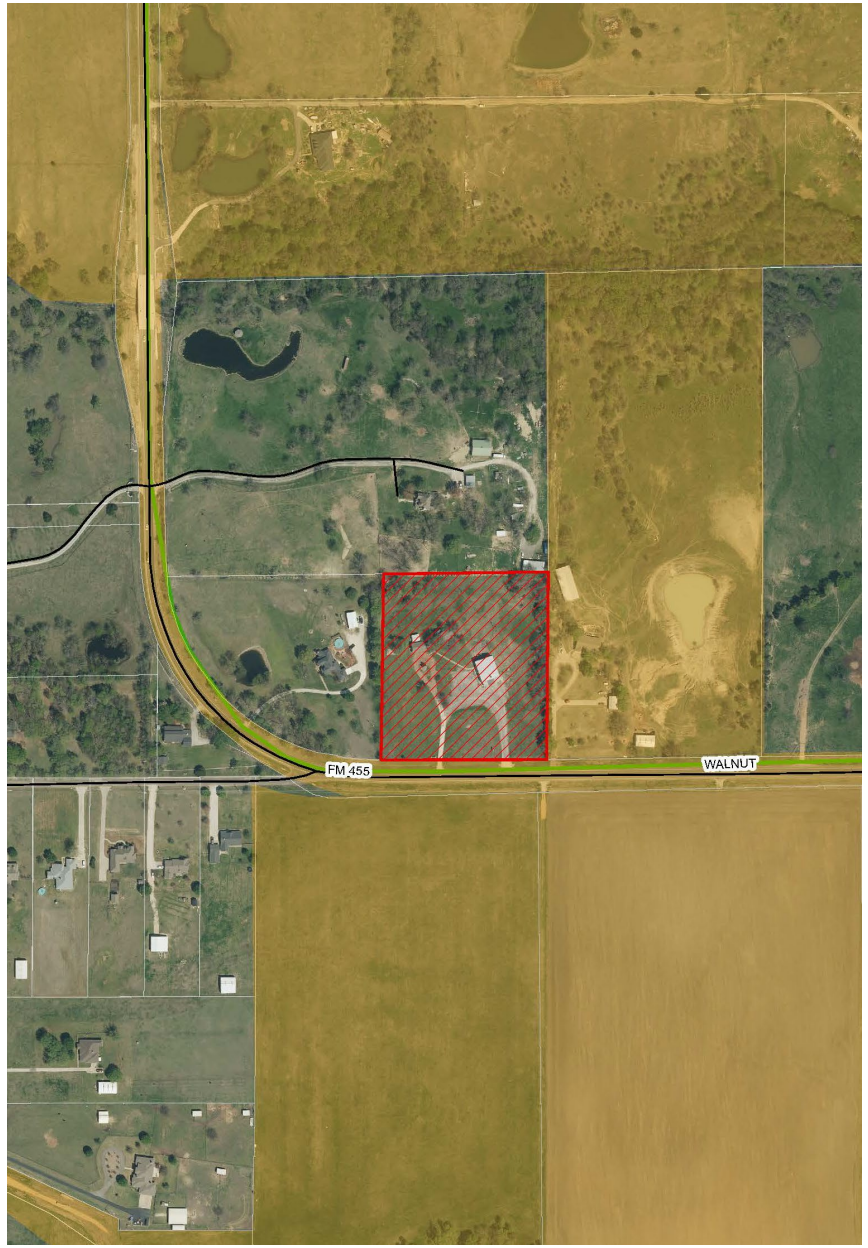
Annexation & Zoning

City Council
July 12, 2022

Attachment: Staff Presentation (Trails Baptist Church – Annexation)



Attachment: Staff Presentation (Trails Baptist Church – Annexation)



LOCATION MAP

The subject property is generally located north of FM 455 and approximately 1,565 feet west of Future Celina Parkway

Attachment: Staff Presentation (Trails Baptist Church – Annexation)

BACKGROUND

- A Development Agreement (DA), which outlined the future annexation and zoning, was approved by City Council in March 2022
- The subject property is approximately 5.3 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- The property will be annexed and zoned in conformance with the governing DA

Attachment: Staff Presentation (Trails Baptist Church – Annexation)

PROJECT OVERVIEW

- The applicant desires to expand the existing church building
- The proposed zoning is Community Facilities District, which is appropriate for an Assembly Use project

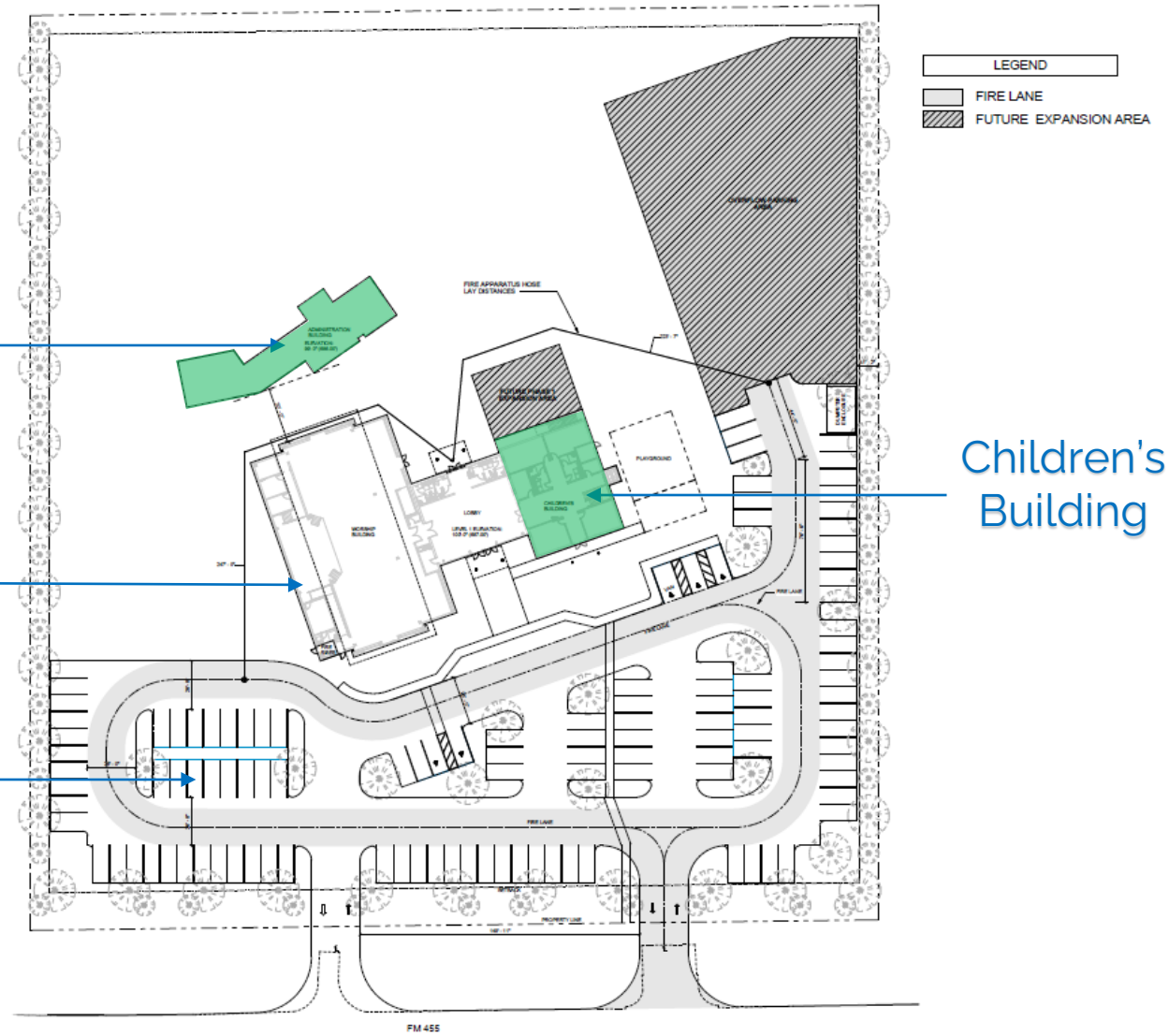
Attachment: Staff Presentation (Trails Baptist Church – Annexation)

CONCEPT PLAN

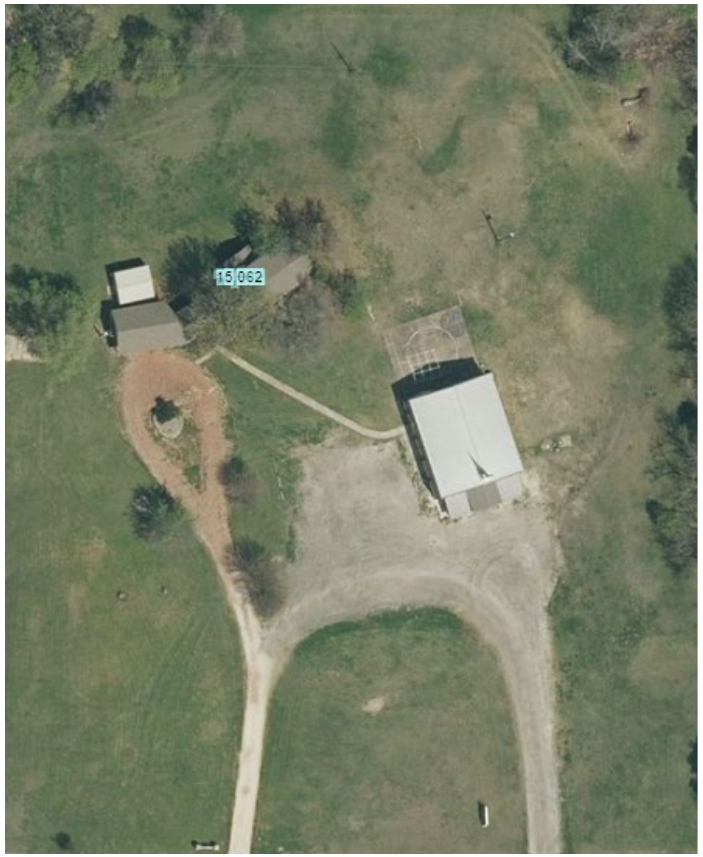
Administration Building

Worship Building

Concrete Parking



Children's Building



Attachment: Staff Presentation (Trails Baptist Church – Annexation)

POLICY CONSIDERATIONS

- The annexation and zoning requests are in conformance with the governing Development Agreement

Attachment: Staff Presentation (Trails Baptist Church – Annexation)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its June regular meeting
- Staff recommends approval of the annexation and zoning as presented, per the governing DA

Attachment: Staff Presentation (Trails Baptist Church – Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
TRAILS BAPTIST CHURCH C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 6 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED NORTH OF FM 455 AND APPROXIMATELY 1,600 FEET WEST OF FUTURE CELINA PARKWAY, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 12th day of July, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 27th day of June, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (Trails Baptist Church – Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

Attachment: Draft Ordinance (Trails Baptist Church – Annexation)

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 12th day of July, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

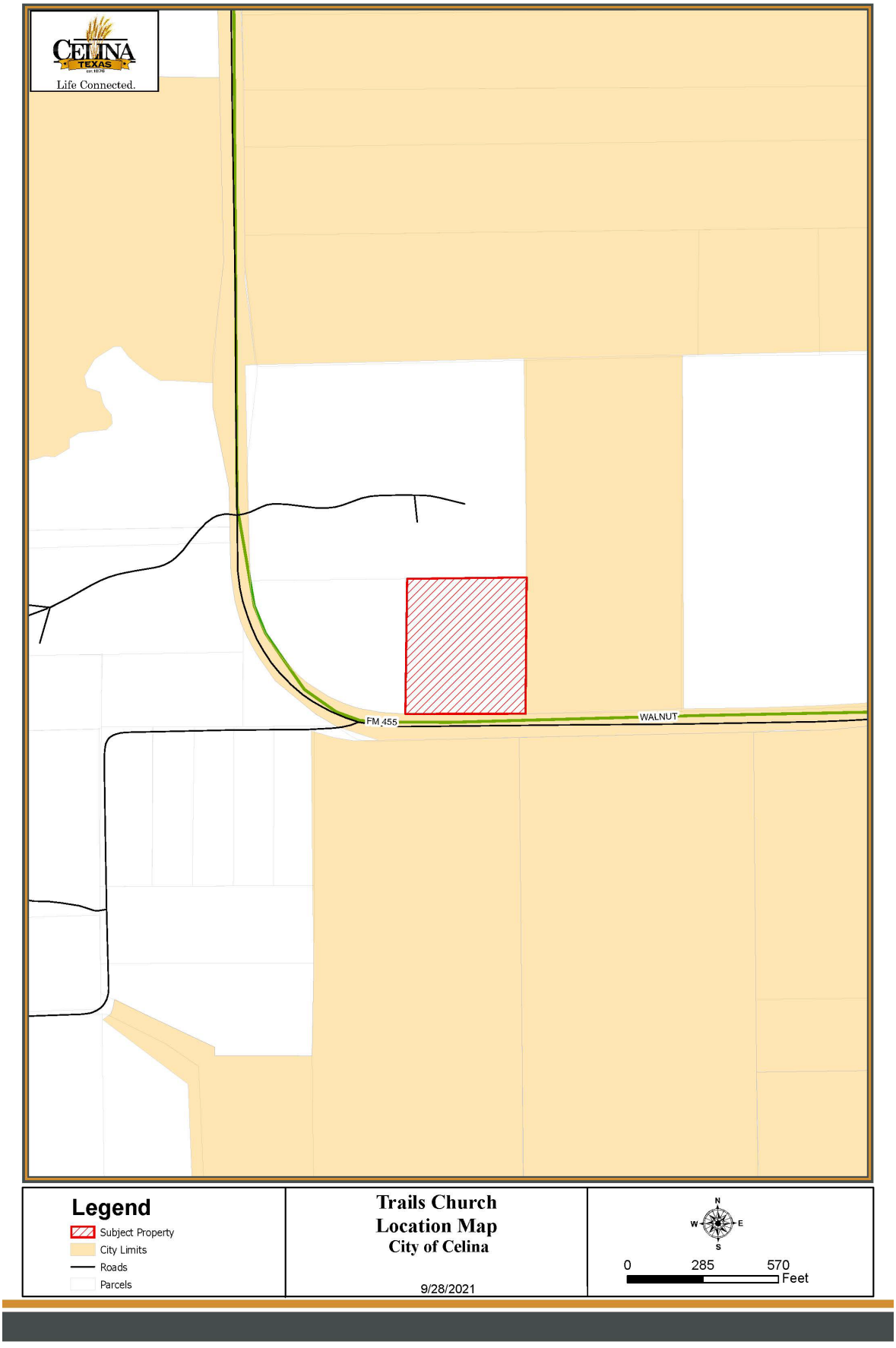
_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Trails Baptist Church – Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Lot 1, Block 1 of Grace Baptist Fellowship Addition, according to the Plat thereof, recorded as Document 2004-0132296 in the Plat Records of Collin County, Texas.

Attachment: Draft Ordinance (Trails Baptist Church – Annexation)



Attachment: Draft Ordinance (Trails Baptist Church – Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (Trails Baptist Church – Annexation)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

Attachment: Draft Ordinance (Trails Baptist Church – Annexation)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

Attachment: Draft Ordinance (Trails Baptist Church – Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

Attachment: Draft Ordinance (Trails Baptist Church – Annexation)

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Attachment: Draft Ordinance (Trails Baptist Church – Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Trails Baptist Church - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 6 acres to Community Facilities (CF) Zoning District, generally located north of FM 455 and approximately 1,600 feet west of future Celina Parkway. (Trails Baptist Church - Zoning) (Mohan)

Applicant:
The Trails Church
P.O. Box 248
Celina, TX 75009

Background Information:
This item is for the zoning of approximately 6 acres to Community Facilities (CF) Zoning District, generally located north of FM 455 and approximately 1,600 feet west of FM 428, for the Trails Baptist Church. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS Est. 1876

Life Connected.

FM 455

WALNUT

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Trails Church Location Map
City of Celina

9/28/2021

N W E S

0 285 570 Feet

Attachment: Location Map (Trails Baptist Church - Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
TRAILS BAPTIST CHURCH

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 6 ACRES LOCATED IN THE HENRY BENTLEY SURVEY, ABSTRACT NO. 124, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF FM 455 AND APPROXIMATELY 1,600 FEET WEST OF FUTURE CELINA PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED TO COMMUNITY FACILITIES DISTRICT (CF), WITH AN ASSOCIATED CONCEPT PLAN AND DEVELOPMENT STANDARDS (EXHIBITS "C" AND "D"); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in March 2022 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Standards set forth in Exhibits "C" and "D", respectively, attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

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,

Attachment: Draft Ordinance (Trails Baptist Church - Zoning)

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 Community Facilities District (CF) (with a concept plan and associated development standards in Exhibits "C" and "D", respectively).

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein, as Community Facilities District (CF) (with a concept plan and associated development standards in Exhibits "C" and "D", respectively).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance,

Attachment: Draft Ordinance (Trails Baptist Church - Zoning)

of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative, or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12

Attachment: Draft Ordinance (Trails Baptist Church - Zoning)

ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of July 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

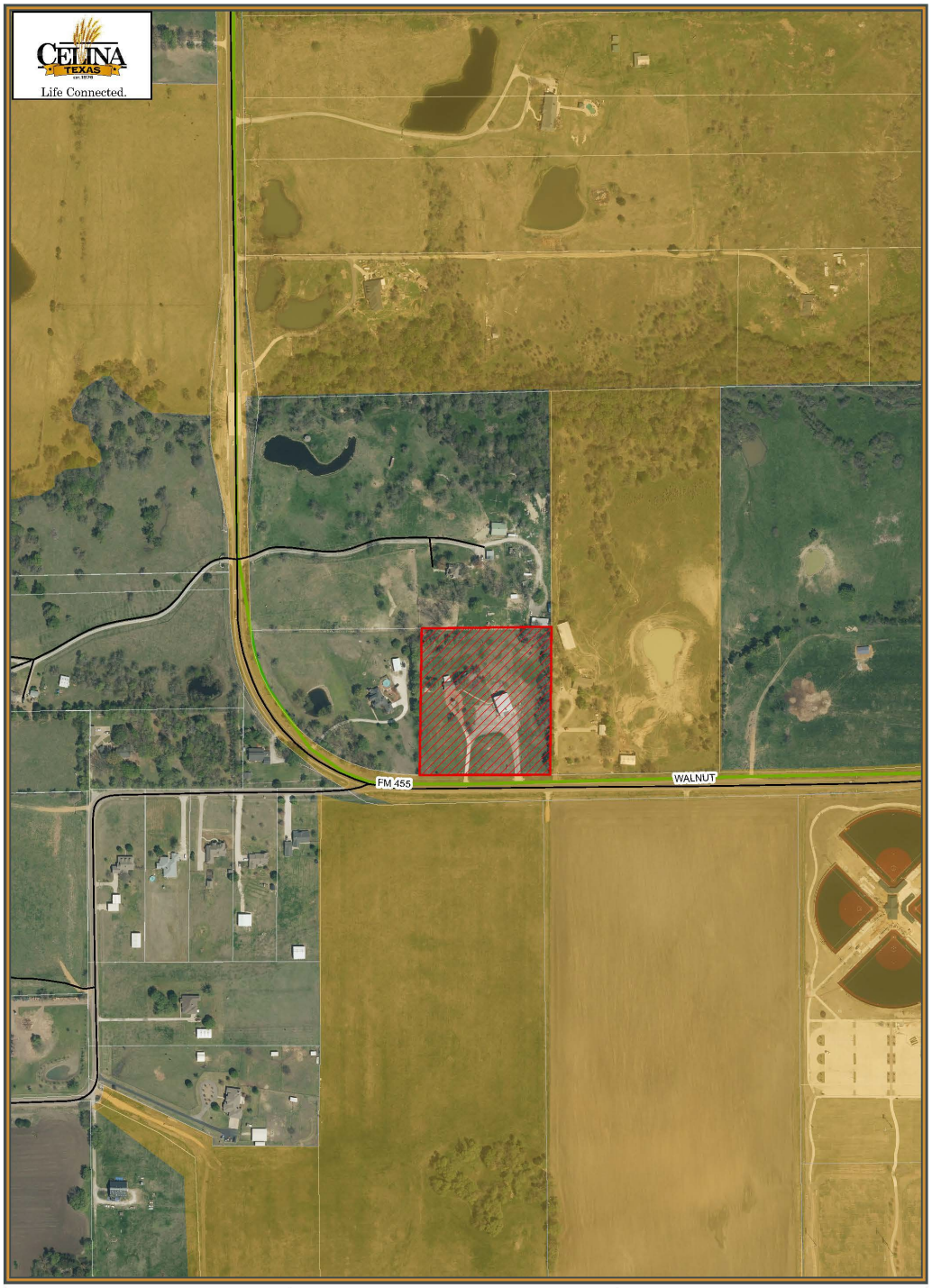
Attachment: Draft Ordinance (Trails Baptist Church - Zoning)

Exhibit A
Legal Description

Lot 1, Block 1 of Grace Baptist Fellowship Addition, according to the Plat thereof, recorded as Document 2004-0132296 in the Plat Records of Collin County, Texas.

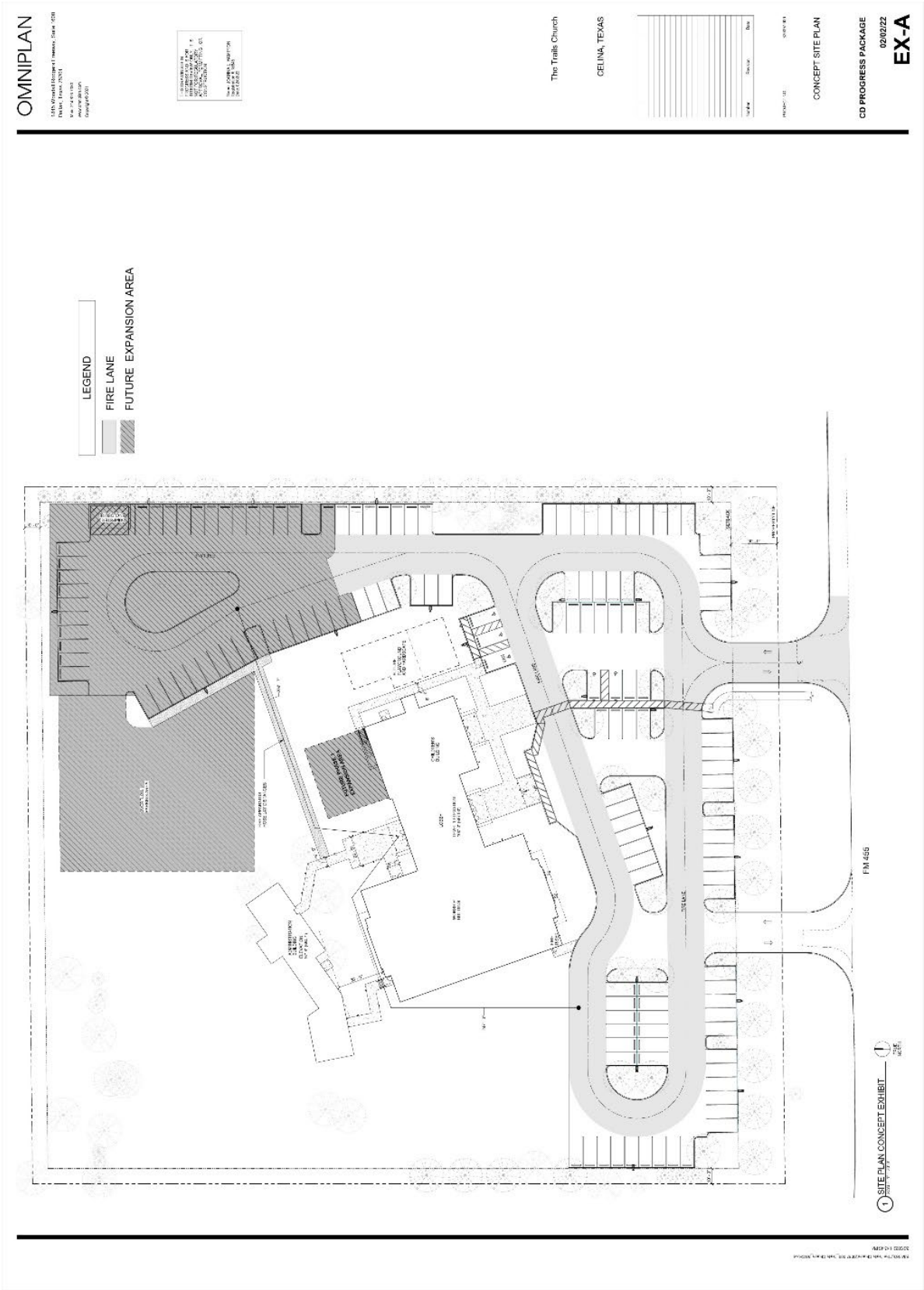
Attachment: Draft Ordinance (Trails Baptist Church - Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Trails Baptist Church - Zoning)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Trails Baptist Church - Zoning)

Exhibit D
Development Standards

Concept Plan
The subject property shall generally develop per the attached concept plan, which shows conceptual locations of future facilities and parking layouts. This arrangement may change in the future, in compliance with City standards. The subject property shall comply with all applicable City regulations, unless otherwise modified herein.

Zoning
The base zoning for the subject property will be Community Facilities (CF) district. The property owner and City may consider other zoning districts in the future, as situations change.

Screening
The requirement for a masonry screening wall along the perimeter is not applicable unless a newly platted, residential subdivision is present on the adjacent tract.

Phasing
The existing church facility may expand once on the existing septic system. Once sewer is available, or additional expansions occur, the facility shall connect into the City's sanitary sewer system. In addition to the concrete parking, as shown on the concept plan, the rear of the subject property, behind the primary facility, may utilize temporary gravel overflow parking. This parking will be either converted to concrete or removed prior to Phase 2.

Attachment: Draft Ordinance (Trails Baptist Church - Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Celina Station - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending approximately 10 acres of Planned Development (PD) No. 86 with Multi-Family Zoning District, Urban Edge (MF-2) base zoning, generally located south of Ash Street and approximately 700 feet west of Preston Road. (Celina Station – Zoning) (McAfee)

Applicant:
Cross Architects, PLLC
879 Junction Drive
Allen, TX 75013

Background Information:
The applicant is requesting to amend approximately 10 acres of Planned Development (PD) No. 86 with Multi-Family Zoning District, Urban Edge (MF-2), generally located south of Ash Street and approximately 700 feet west of Preston Road.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

PECAN ST
N LO
WALNUT ST
FM 455
N PRESTON RD
S LOUISANA DR
OKLAHOMA DR
BUS 289
ASH ST
OUSLEY BLVD
S PRESTON RD
W SUNSET BLVD
E SUNSET BLVD

Legend

- Subject Property
- City Limits
- Roads
- Parcels

Celina Station Phase 3
Location Map
City of Celina

6/2/2022

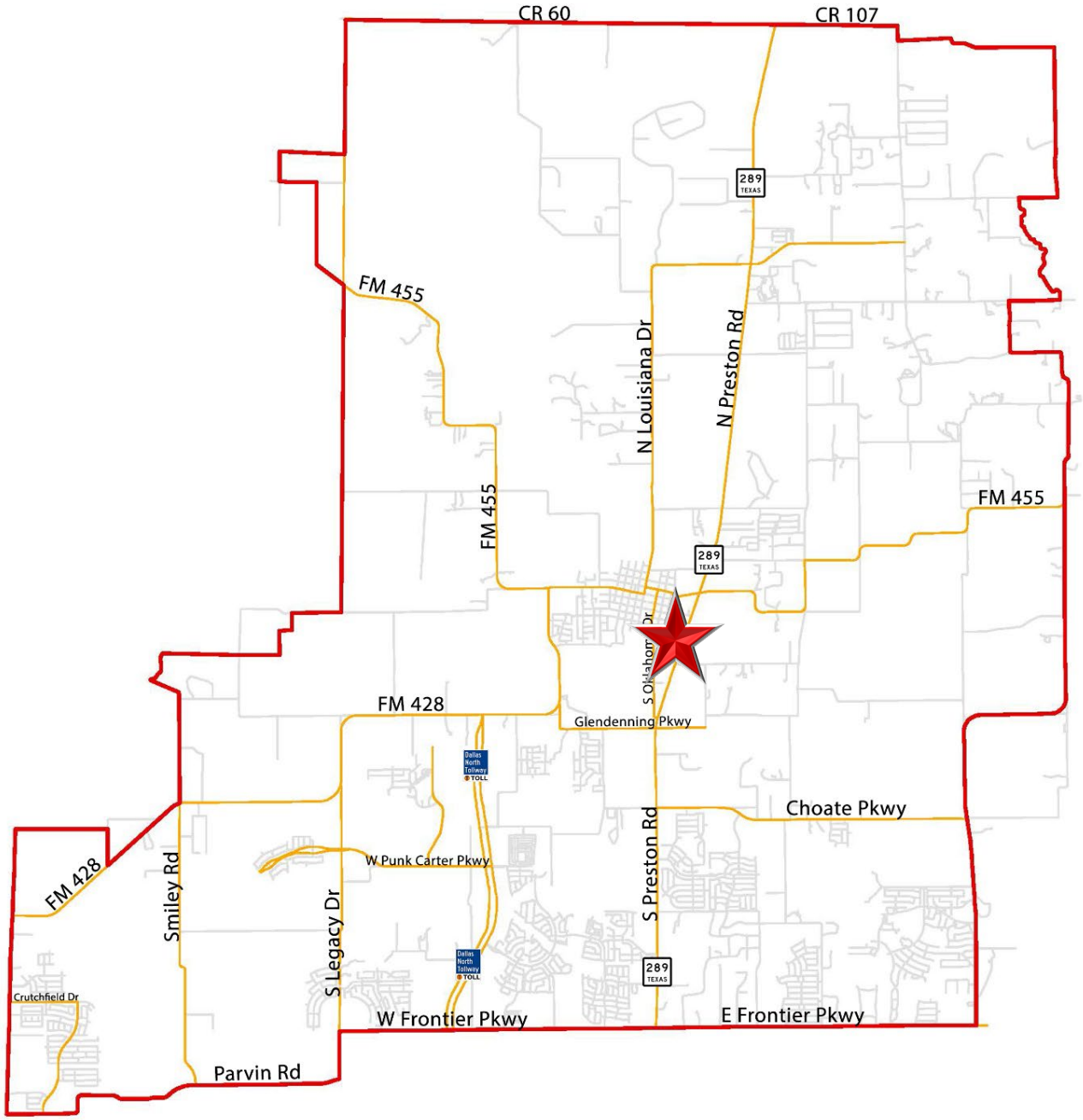
N W E S

0 345 690 Feet

CELINA STATION PHASE 3

PD Amendment

City Council
July 12, 2022



Attachment: Staff Presentation (Celina Station – Zoning)

LOCATION MAP

The subject property is generally located at the southwest corner of Preston Road and Ash Street

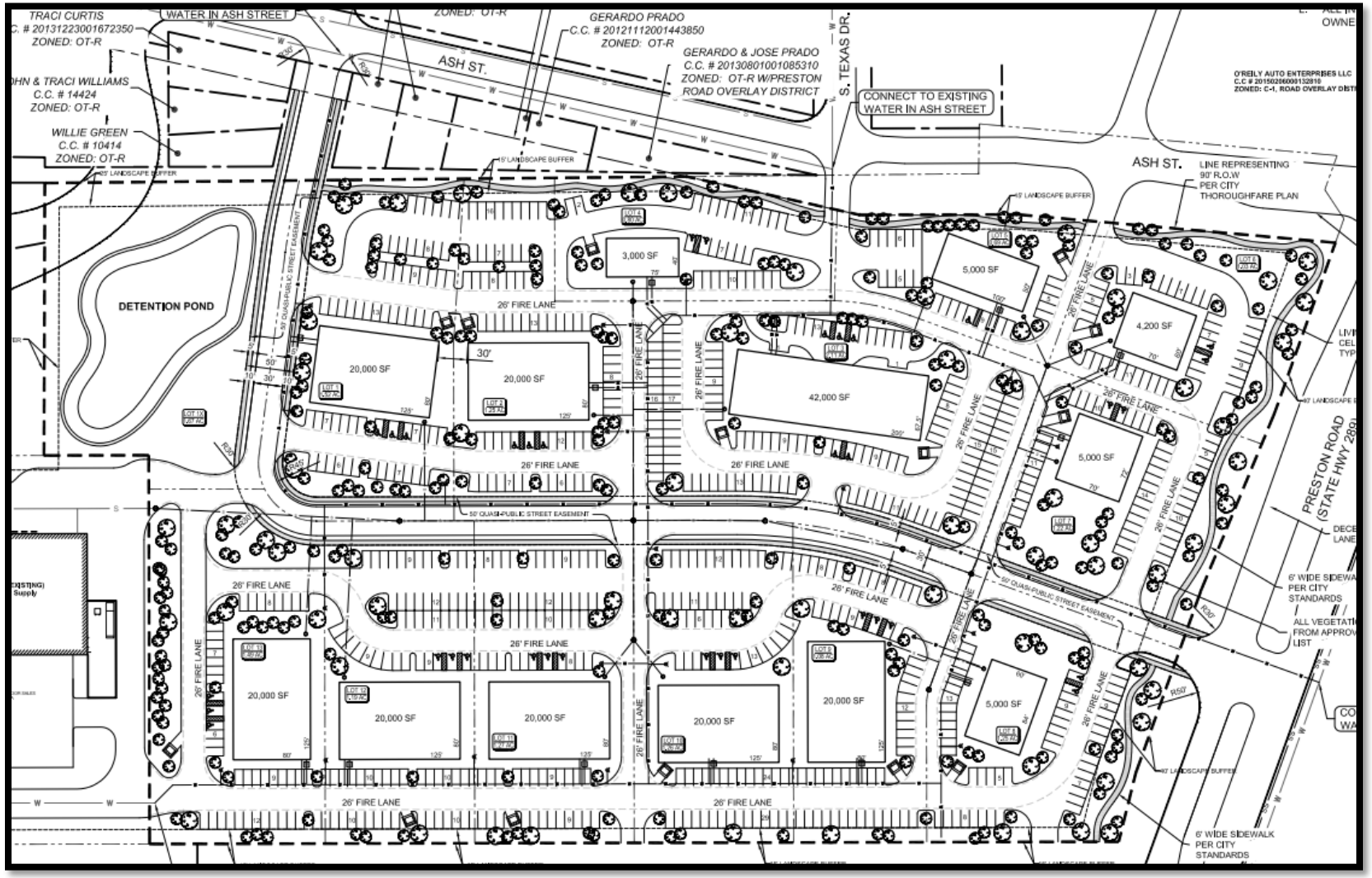
Attachment: Staff Presentation (Celina Station – Zoning)

BACKGROUND

- The subject property is approximately 10 acres, located within the City Limits
- The governing PD #86 was approved in 2017 and has a base zoning of Commercial-1 (C-1)
- The applicant's request is to amend a portion of the PD and the Concept Plan to allow for Multi-family (MF-2) behind the front retail pads and Phase 2 (middle) of the commercial/office development

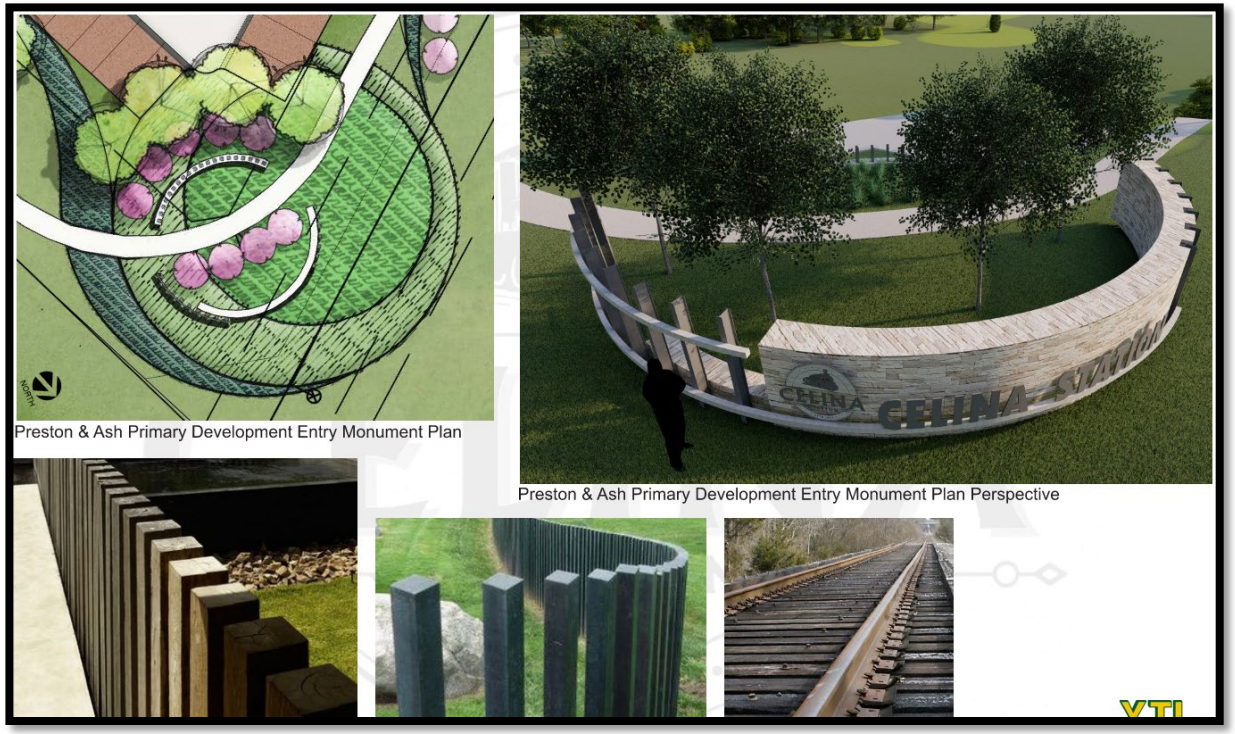
Attachment: Staff Presentation (Celina Station – Zoning)

ORIGINAL CONCEPT



Attachment: Staff Presentation (Celina Station – Zoning)

THE STATION



Attachment: Staff Presentation (Celina Station – Zoning)

THE STATION

Preston Road - Primary Development Entry
Drive & Intersection

Celina Station Logo - Option A

Celina Station Logo - Option B

Bench Options

Trash Receptacle & Bike Rack

Attachment: Staff Presentation (Celina Station – Zoning)

PROPOSED PHASE 3

Concept Plan

Rendering

DEVELOPER OBLIGATIONS

- An associated development agreement requires the developer to reconstruct Ash Street with the following amenities, per the vision within the Downtown Master Plan:
  - On-street parallel parking
  - 10’ sidewalk within an enlarged landscape buffer
  - Bi-directional, separated multi-modal bike trail
  - Raised, landscaped median

Attachment: Staff Presentation (Celina Station – Zoning)

POLICY CONSIDERATIONS

- The 2017 era concept showed a mix of retail, commercial, and office on approximately 20 acres
- The post-C19 market does not necessarily support as much commercial as originally zoned on the property, as Ash Street is not an obvious big box corner
- The Station established a strong visual connection to Celina and its history with murals, decorative paving, gateway monumentation, and railroad themed architectural brick
- The Depot (Phase 3) continues that theme

Attachment: Staff Presentation (Celina Station – Zoning)

POLICY CONSIDERATIONS

- The Downtown Master Plan identified this corner as an eastern gateway into downtown, which requires higher quality, mixed use development
- The Downtown Master Plan called for more density surrounding downtown in order to support the destination elements of downtown (entertainment, retail, and restaurant)
- The Depot integrates with the linear trail associated with Traditions Park
- The design elements associated with this project are of higher quality than traditional suburban in-line retail

Attachment: Staff Presentation (Celina Station – Zoning)

West F.M. 455
East Walnut Street
East Main Street
South New Mexico Drive
South Arkansas Drive
Preston Road
East Ash Street
CELINA
CELINA

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its June regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Celina Station – Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
CELINA STATION MF
AN AMENDMENT TO PLANNED DEVELOPMENT #86

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 10 ACRES LOCATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF PRESTON ROAD AND ASH STREET; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND A PORTION OF "PD" PLANNED DEVELOPMENT DISTRICT NO. 86 WITH A BASE OF MULTI-FAMILY DISTRICT, URBAN EDGE DISTRICT (MF-2); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, this Ordinance amends a portion of PD #86, which has previously been amended by Ordinance 2017-69; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a

Attachment: Draft Ordinance (Celina Station – Zoning)

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 "PD" Planned Development District No. 86 with a base of Multi-Family District, Urban Edge District (MF-2) and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B: Depiction of Property

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 86.

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

Attachment: Draft Ordinance (Celina Station – Zoning)

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

Attachment: Draft Ordinance (Celina Station – Zoning)

EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of July, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Celina Station – Zoning)

Exhibit A
Legal Description

BEING part of 18.602 acre tract of land, situated in the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, and described in deed conveyed to Preston Road Depot, LLC and recorded in County Clerk No. 20210405000664400 of the Official Public Records of Collin County, Texas and being more particularly described in metes and bounds;

BEGINNING at 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the southeast corner of said 18.602 acre tact, said iron rod also being a the southwest corner of a called 1.094 acre tract conveyed to Delta Real Estate Investments, LLC as recorded in County Clerk No. 20200212000196480 of the Official Public Records of Collin County, Texas;

THENCE S 88°56'29" W with the south line of the called 18.602 acre tract a distance of 717.40' to a 1/2" iron rod with the yellow plastic cap stamped "4613" found for the southwest corner of the called 22.318 acre tract and said iron rod being the southeast corner of Lot 1, Block 1 of the Tractor Supply Addition an addition to the City of Celina and recorded in Volume 2017, Page 329 of the Plat Records of Collin County, Texas, and said iron rod also being in the north line of a called 2.00 acre tract as conveyed in deed to BLIK Investments, LLC and recorded in County Clerk No. 20120822001047740 of the Official Public Records of Collin County, Texas;

THENCE N 00°52'45" W with the east line of the Tractor Supply Addition's Lot 1, Block 1 and the southern most west line of the called 18.602 acre tract a distance of 405.32' to an X Cut found for corner and said X Cut being the northeast corner of the Tractor Supply Addition's Lot 1, Block 1;

THENCE S 88°30'08" W with the north line of the Tractor Supply Addition's Lot 1, Block 1 a distance of 129.73' to a wood fence post found for corner and said wood fence post also being the southeast corner of a called 1.163 acre as conveyed in deed to Mohammad A. Dalaki and recorded in County Clerk No. 20151230001623340 of the Official Public Records of Collin County, Texas;

THENCE N 00°36'10" W with the westerly most west line of the called 18.604 acre tract a distance of 280.19' to a 1/2" iron rod with plastic cap stamped "4117" found for the northeast corner of the called 18.602 acre tract and said corner also being in the east line of a called 2.086 acre tract of land as conveyed in deed to Mynor Roland and Gloria Patricia Carpio and recorded in County Clerk No. 20140730000796490 of the Official Public Records of Collin County, Texas;

THENCE N 88°30'27" E a distance of 612.95' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE S 11°27'50" W a distance of 229.10' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE N 87°47'20" W a distance of 30.05' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

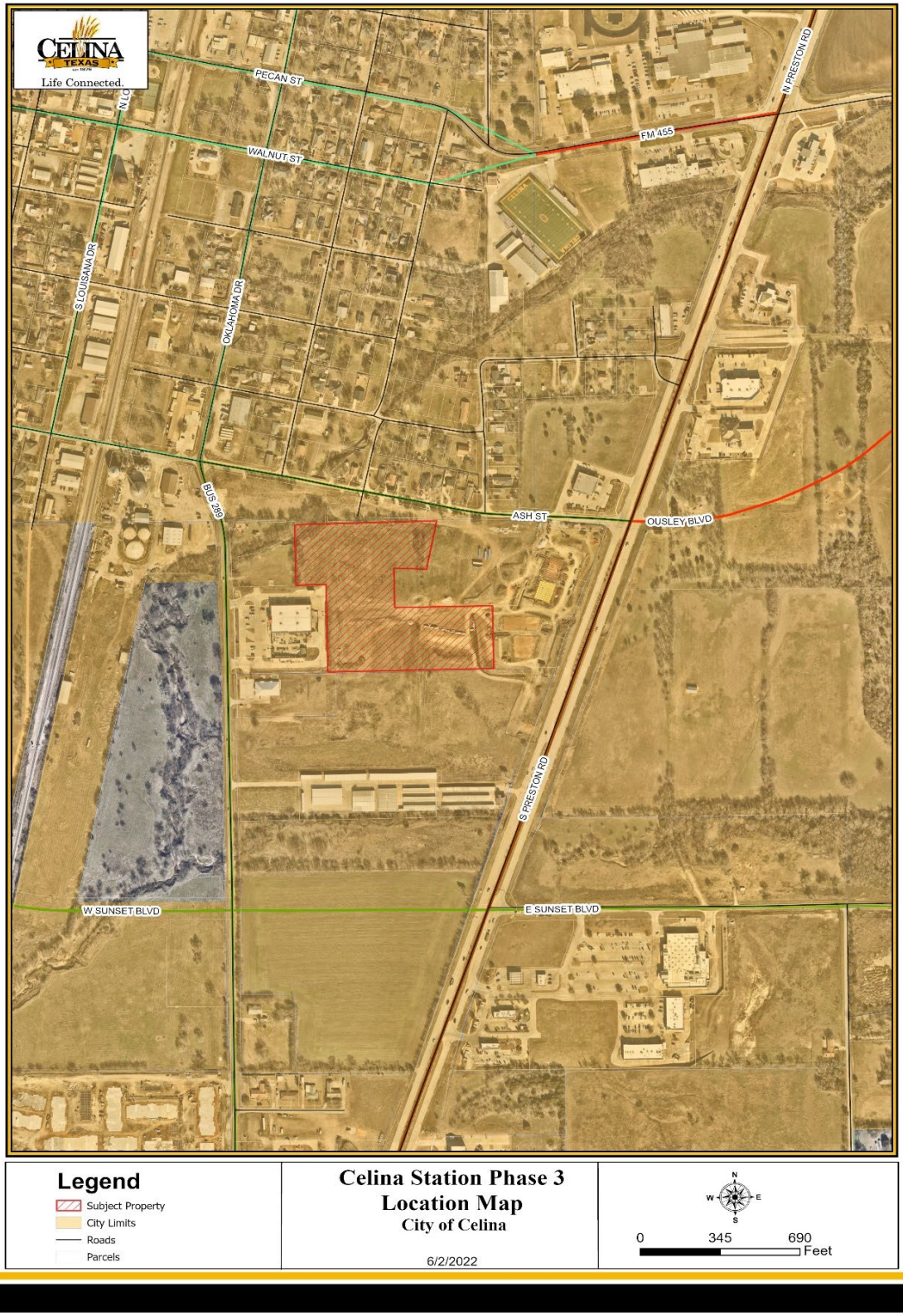
THENCE S 01°03'37" E a distance of 176.20' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner;

THENCE N 88°56'37" E a distance of 310.37' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner at the northwest corner of a called 0.867 acre tract conveyed to Celina Post, LLC as recorded in C.C. NO. 20210511000948760 of the Official Public Records of Collin County, Texas;

THENCE S 01°03'31" E following the west line of said 0.867 acre tract and passing at 119.01' the southwest corner of said 0.867 acre tract same being the northwest corner of said 1.094 acre tract and continuing in all a distance of 291.00' to the POINT OF BEGINNING and containing 417,584 Square Feet or 9.586 Acres of land.

Attachment: Draft Ordinance (Celina Station – Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Celina Station – Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	5513 Smiley Road - Annexation

Action Requested:
Conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 5 acres, generally located west of Smiley Road and approximately 2,900 feet south of FM 428, within the Extraterritorial Jurisdiction (ETJ). (5513 Smiley Road - Annexation) (Mohan)

Applicant:
William and Eden Morgan
P.O. Box 7490
Redlands, CA 92375

Background Information:
This item is for the annexation of approximately 5 acres generally located west of Smiley Road and approximately 2,900 feet south of FM 428. Please refer to the attached documents as well as the associated annexation service agreement and zoning agenda items for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

CELINA TEXAS EST. 1876
Life Connected.

Legend

- Subject Property
- City Limits
- Roads
- Parcels

5513 Smiley Rd
Location Map
City of Celina

3/28/2022

N W E S

0 375 750 Feet

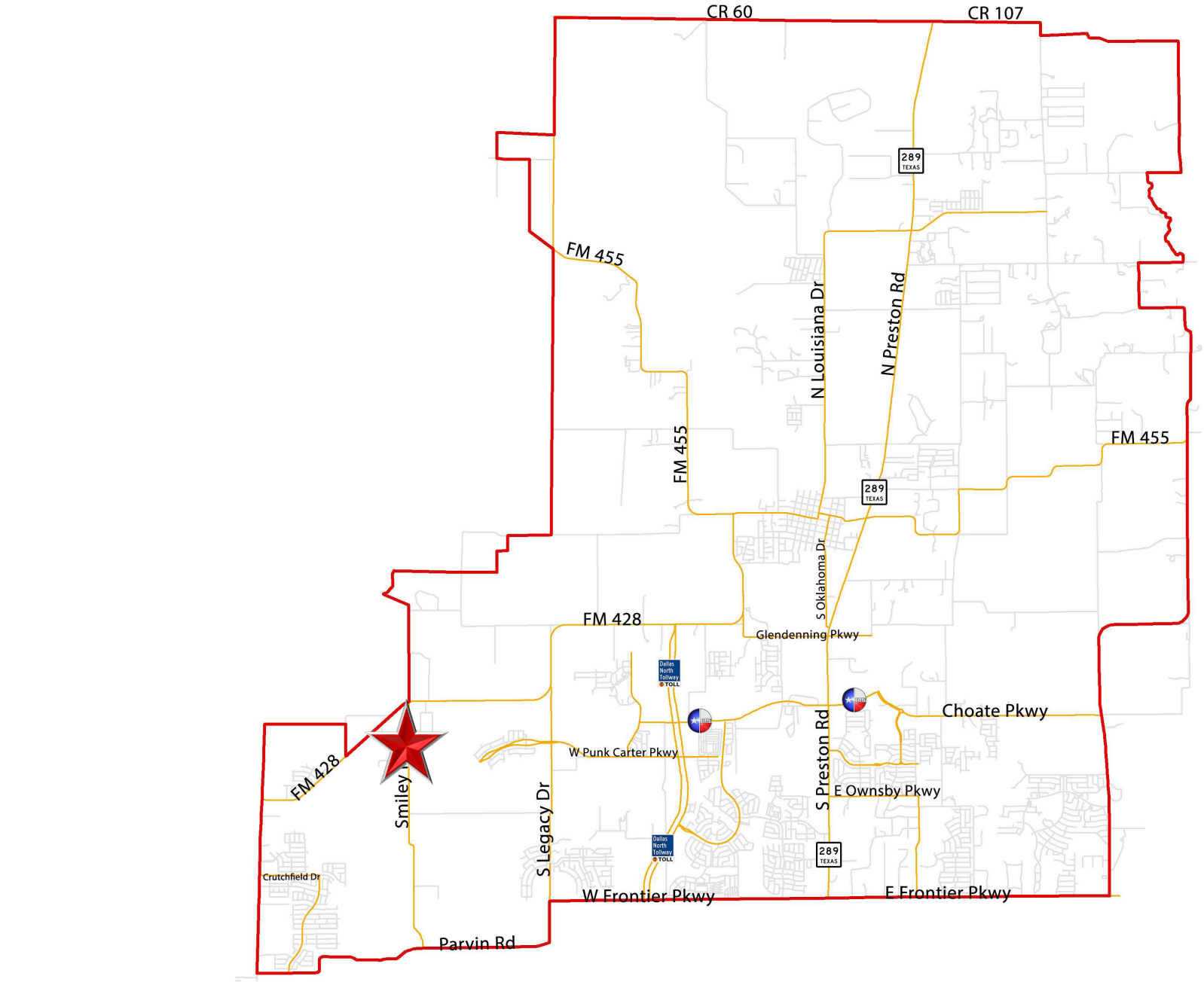
Attachment: Location Map (5513 Smiley Road - Annexation)

5513 SMILEY ROAD

Annexation & Zoning

City Council
July 12, 2022

Attachment: Staff Presentation (5513 Smiley Road - Annexation)



Attachment: Staff Presentation (5513 Smiley Road - Annexation)

LOCATION MAP

The subject property is generally located west of Smiley Road and approximately 2,900 feet south of FM 428.

Attachment: Staff Presentation (5513 Smiley Road - Annexation)

BACKGROUND

- In May 2022, City Council approved the Development Agreement, which outlined the subject property's future annexation and zoning
- The subject property is approximately 5 acres and currently within the Extraterritorial Jurisdiction (ETJ)
- The DA contemplated an interim land use of open vehicle storage, which has a sunset clause of 15 years with a base zoning of Commercial, Office, & Retail District (C)

Attachment: Staff Presentation (5513 Smiley Road - Annexation)

POLICY CONSIDERATIONS

- The request is in conformance with the governing Development Agreement
- ROW dedication and landscape buffer for Smiley Road are consistent with modern standard
- The interim use will cease after 15 years, per the agreement, and is allowed in the County today with no regulations

Attachment: Staff Presentation (5513 Smiley Road - Annexation)

P&Z PUBLIC HEARING

- There was no public feedback at the public hearing

Attachment: Staff Presentation (5513 Smiley Road - Annexation)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its June meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (5513 Smiley Road - Annexation)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2022-_____
5513 SMILEY ROAD C-3 ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 5 ACRES OF LAND, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED WEST OF SMILEY ROAD AND APPROXIMATLEY 2,900 FEET SOUTH OF F.M. 428, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 12th day of July, 2022, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 27th day of June, 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

Attachment: Draft Ordinance (5513 Smiley Road - Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

Attachment: Draft Ordinance (5513 Smiley Road - Annexation)

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 12th day of July, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

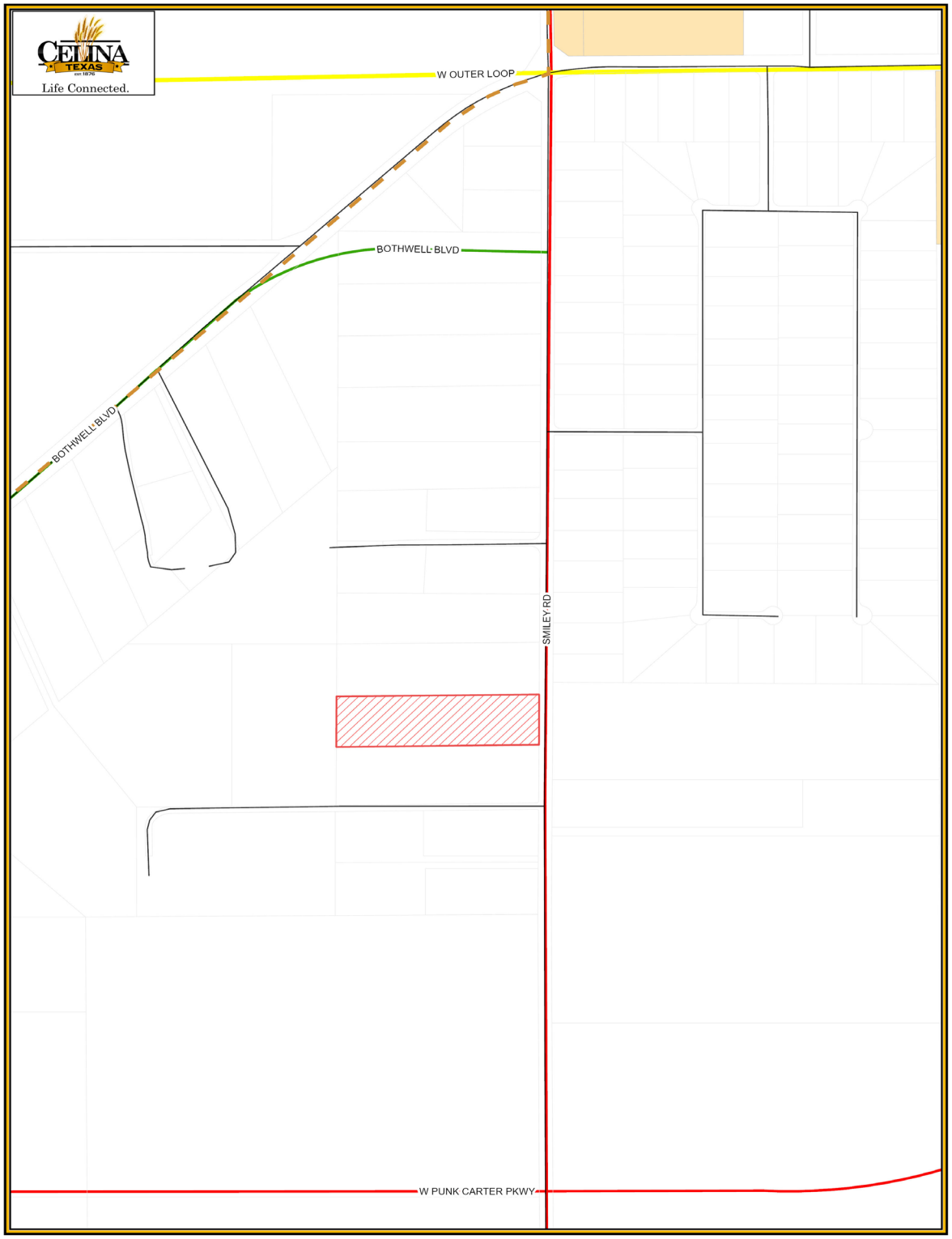
_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (5513 Smiley Road - Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Lot 13, Block 1 of Willow Wood Addition, according to the Plat thereof Recorded as Document 2022-1978 in the Plat Records of Denton County in Cabinet M, Page 260, Plat Records, Denton County, Texas.

Attachment: Draft Ordinance (5513 Smiley Road - Annexation)



Attachment: Draft Ordinance (5513 Smiley Road - Annexation)

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

Attachment: Draft Ordinance (5513 Smiley Road - Annexation)

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

Attachment: Draft Ordinance (5513 Smiley Road - Annexation)

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

Attachment: Draft Ordinance (5513 Smiley Road - Annexation)

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

Attachment: Draft Ordinance (5513 Smiley Road - Annexation)

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Attachment: Draft Ordinance (5513 Smiley Road - Annexation)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	5513 Smiley Road - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 5 acres to Commercial, Office & Retail (C) Zoning District, generally located west of Smiley Road and approximately 2,900 feet south of FM 428. (5513 Smiley Road - Zoning) (Mohan)

Applicant:
William and Eden Morgan
P.O. Box 7490
Redlands, CA 92375

Background Information:
This item is for the zoning of approximately 5 acres to Commercial, Office & Retail (C) Zoning District, generally located west of Smiley Road and approximately 2,900 feet south of FM 428. Please refer to the attached documents as well as the associated annexation agenda items for further information.

Supporting Documents:
- Location Map
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

W OUTER LOOP
BOTHWELL BLVD
BOTHWELL BLVD
SMILEY RD
W PUNK CARTER PKWY

Attachment: Location Map (5513 Smiley Road - Zoning)

Legend

- Subject Property
- City Limits
- Roads
- Parcels

5513 Smiley Rd
Location Map
City of Celina

3/28/2022

N W E S

0 375 750 Feet

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
5513 SMILEY ROAD

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 5 ACRES LOCATED IN THE ARTHUR A. NORWOOD LAND SURVEY, ABSTRACT NO. 969. DENTON COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF SMILEY ROAD AND APPROXIMATLEY 2,900 FEET SOUTH OF F.M. 428; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED COMMERCIAL, OFFICE, & RETAIL DISTRICT (C), WITH ASSOCIATED DEVELOPMENT REGULATIONS (EXHIBIT "C"); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in May 2022, which outlined the annexation and zoning; 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 Development Regulations, set forth in Exhibit "C" and attached hereto and incorporated herein, define the base zoning district, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

Attachment: Draft Ordinance (5513 Smiley Road - Zoning)

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That 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 Commercial, Office, & Retail (C) District, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Depiction of Property
Exhibit B:	Legal Description
Exhibit C:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Commercial, Office, & Retail (C) District, and incorporates the Development Regulations, attached hereto as Exhibit "C" 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

Attachment: Draft Ordinance (5513 Smiley Road - Zoning)

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

Attachment: Draft Ordinance (5513 Smiley Road - Zoning)

ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of July, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

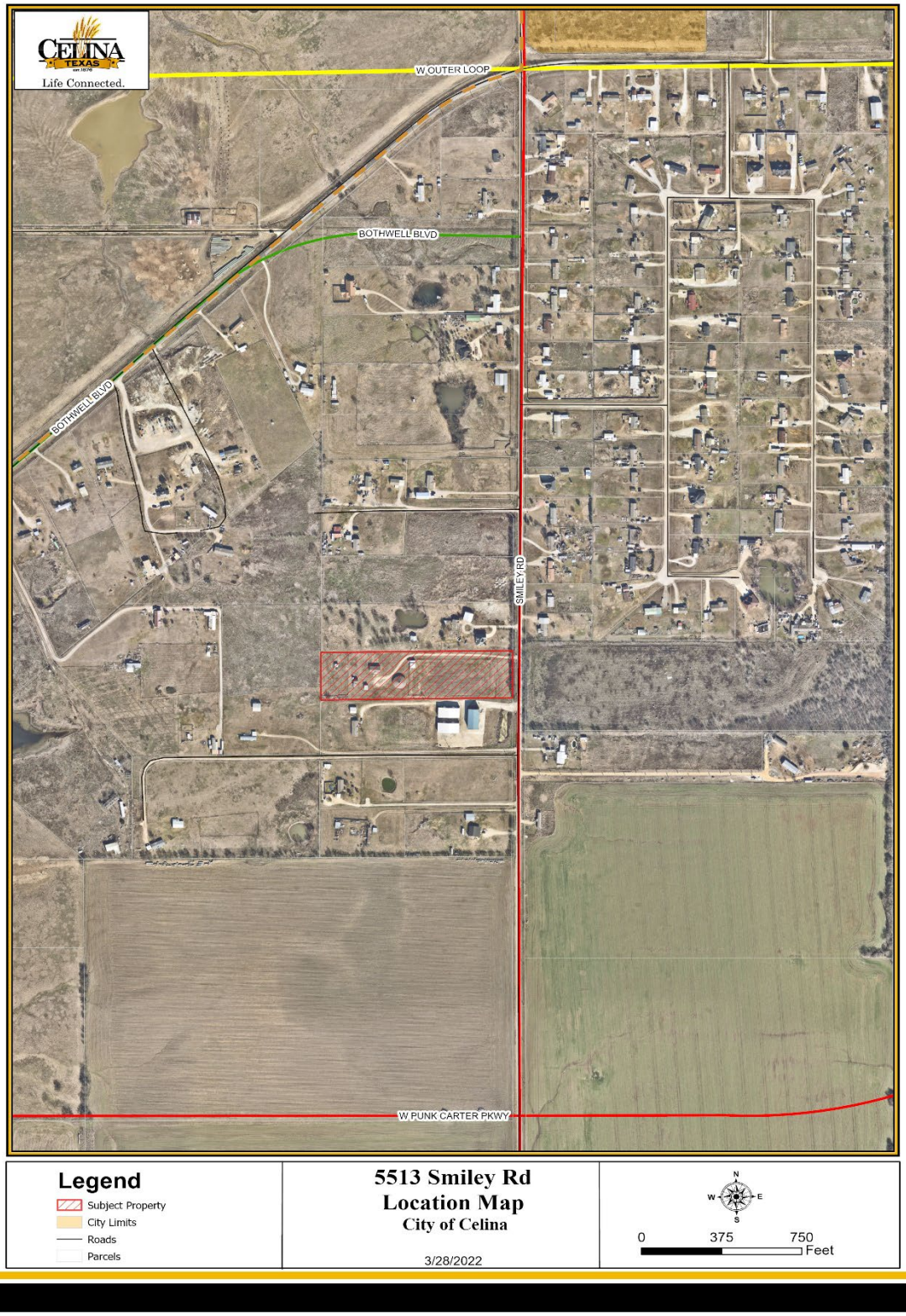
Attachment: Draft Ordinance (5513 Smiley Road - Zoning)

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Lot 13, Block 1 of Willow Wood Addition, according to the Plat thereof Recorded as Document 2022-1978 in the Plat Records of Denton County in Cabinet M, Page 260, Plat Records, Denton County, Texas.

Attachment: Draft Ordinance (5513 Smiley Road - Zoning)

Exhibit B
DEPICTION OF PROPERTY



Attachment: Draft Ordinance (5513 Smiley Road - Zoning)

Exhibit C
DEVELOPMENT REGULATIONS

The Property shall be zoned Commercial, Office, & Retail District ("C") and shall be subject to, and in compliance with the City Regulations and uniform engineering design standards, as amended, except to the extent that the property shall develop generally in accordance with the following special ordinance provisions:

1. Base zoning of Commercial, Office, & Retail District ("C") with an allowed use of mini-warehouse/self storage by right.
2. For a period of fifteen (15) years beginning with the effective date of the annexation of the Property, use of the Property may include an exterior space for the self-park/storage of motor vehicles and trailers with the following regulations:
    a. Gravel may be utilized for surfacing at grade.
    b. Setback shall be 40' from future right-of-way as determined by the City Engineer.
    c. Screening along the right-of-way (eastern property line) shall be eight foot (8') cedar board-on-board fencing, with a decorative cap.
    d. City utility services will not be provided to the portion of the Property with this temporary use.
    e. Dedication of right-of-way shall be at the City's request.

Attachment: Draft Ordinance (5513 Smiley Road - Zoning)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Madhuri Mohan AICP, Planning Director
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Celina Landing - PD Amendment

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by rezoning approximately 71 acres to a Planned Development (PD) with a base zoning of Mixed Use (MU) Zoning District, generally located at the northwest corner of Celina Parkway and future J. Fred Smith Parkway. (Celina Landing – PD Amendment) (Mohan)

Applicant:
Stickney Property Group, LLC
11625 Custer Road
Frisco, TX 75035

Background Information:
The applicant is requesting to amend Planned Development PD-31 and Commercial (C) zoning to a Planned Development with a base of Mixed Use Zoning District (MU), in association with the Development Agreement approved in March 2022. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

O'BRIEN DR
COUNTY ROAD 946
SANTA FE TRL
OLD PRESTON TRL
N LEGACY DR
THE COWBOY WAY
STEED RD
COX LN
CR 994
COUNTY ROAD 9
W J FRED SMITH PKWY
W FM 455
COUNTY ROAD 57
N CELINA PKWY
HILLSIDE DR
LAKEVIEW WAY
N FLORIDA DR
PECAN ST
MARYLAND ST
W WALNUT ST
N FLORIDA DR
FM 455
WALNUT ST
FM 428
DOLORIS LN
TOLLESON CT
DICKERSON CT
S ALABAMA DR
W OAK S
S CELINA PKWY
STEFANIE DR
TOLLESON DR
W ASH ST
BADLANDS TRL
ROCKY MOUNTAIN CT
ASH ST
DERBY CT
S UTAH DR
COUNTY ROAD 8
MOBBERLY CONNECTOR

Legend

- Subject Property
- City Limits
- Roads
- Parcels

KDD Ranch
Location Map
City of Celina

1/27/2022

N
W E
S

0 500 1,000
Feet

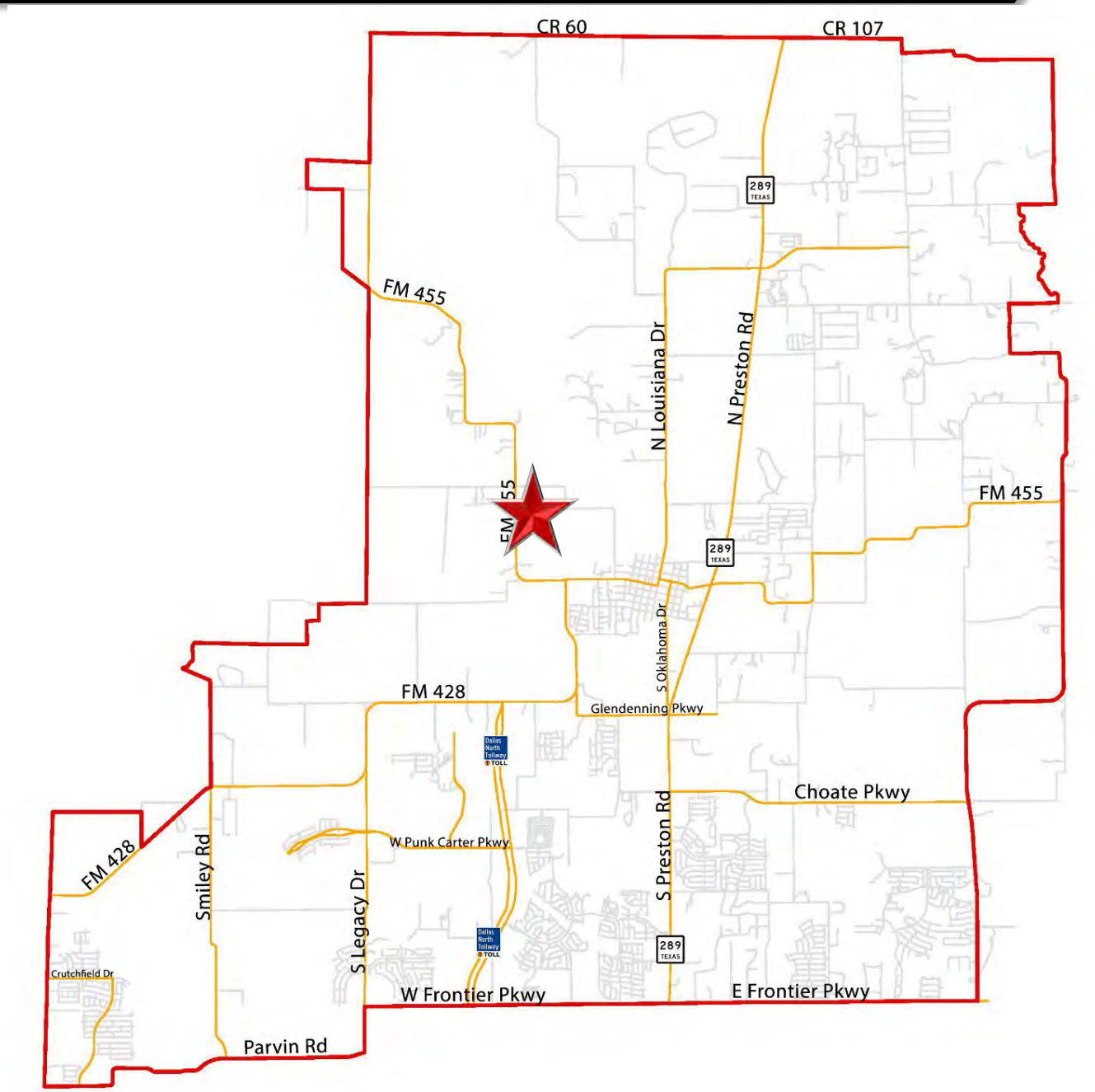
Attachment: Location Map (Celina Landing – PD Amendment)

CELINA LANDING (KDD RANCH)

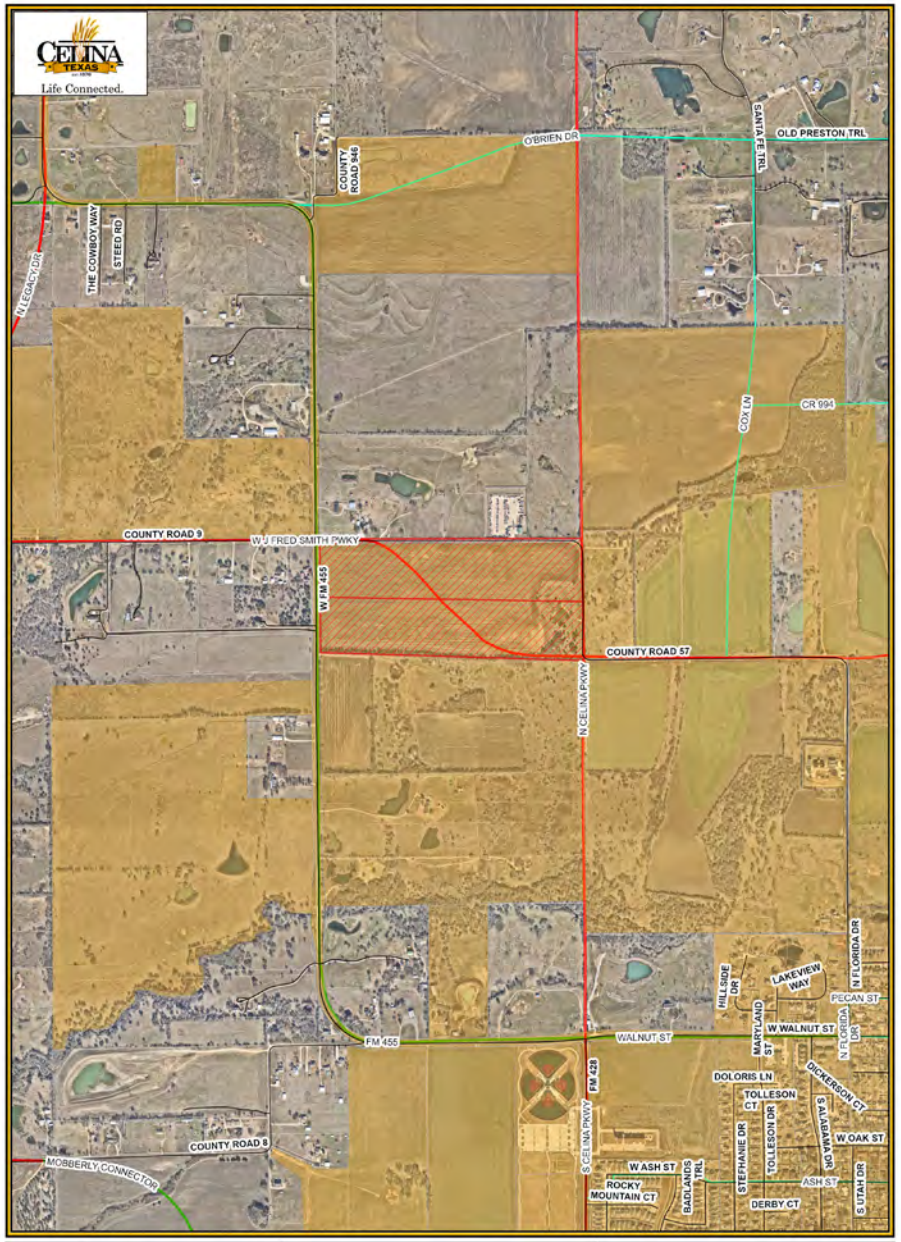
Planned Development

City Council
July 12, 2022

Attachment: Staff Presentation (Celina Landing – PD Amendment)



Attachment: Staff Presentation (Celina Landing – PD Amendment)



LOCATION MAP

The subject property is generally located at the northwest corner of future Celina Parkway and future J. Fred Smith Parkway

Attachment: Staff Presentation (Celina Landing – PD Amendment)

BACKGROUND

- A Development Agreement (DA) which outlined the future annexation and zoning was approved in March 2022
- The subject property is approximately 71 acres, located within City Limits
- The property is currently zoned both a Planned Development (PD-31) and Commercial (C-2)
- The applicant's request is to rezone the property to a Planned Development (PD) with Mixed-Use (MU) base zoning

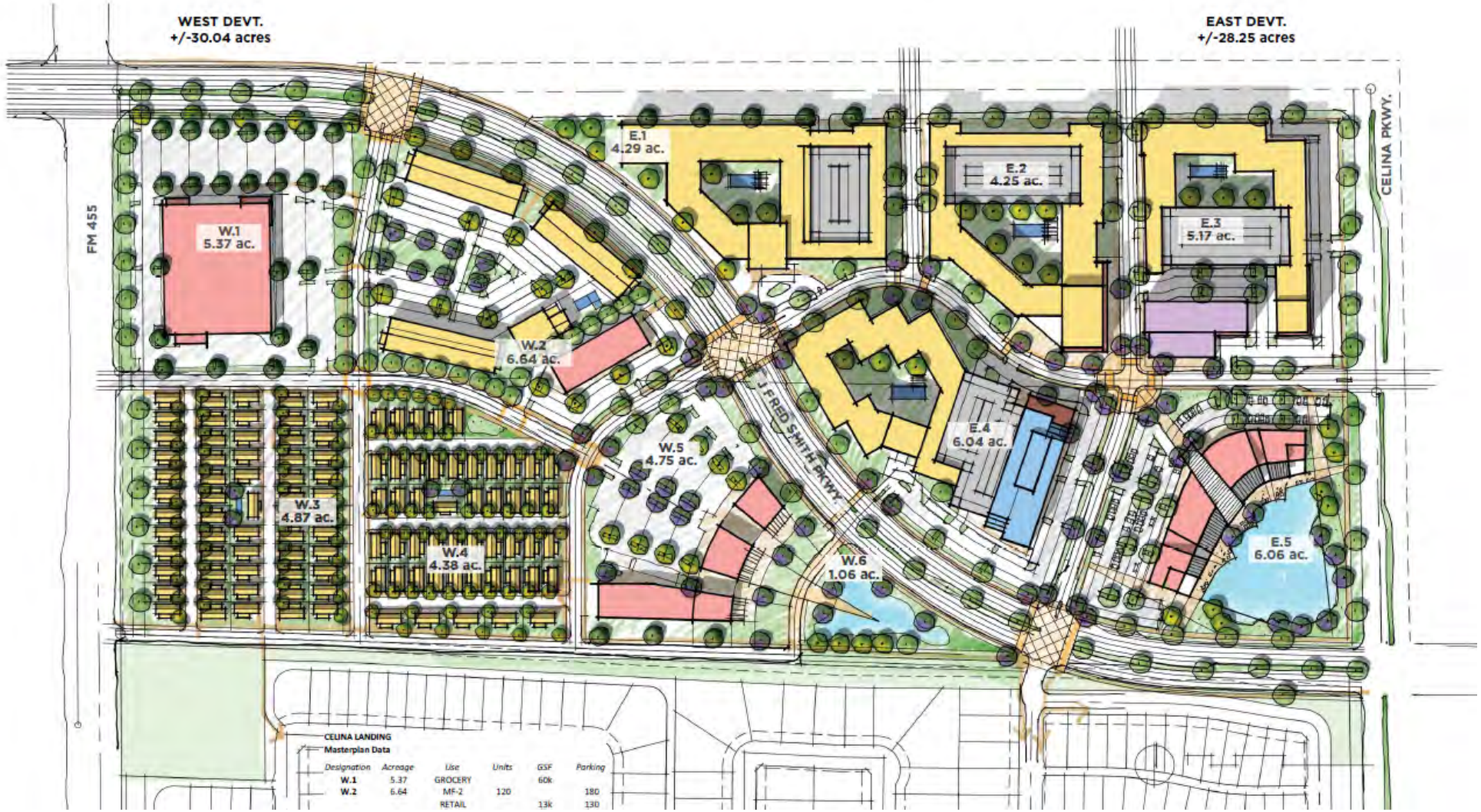
Attachment: Staff Presentation (Celina Landing – PD Amendment)

PROJECT OVERVIEW

- The proposed Mixed-Use (MU) zoning would have the following restrictions:
  - C, Commercial, Office, & Retail: Minimum 30%
  - SF-R, Single-Family detached residential uses: Maximum 25%
  - SF-A, Single-Family attached residential uses: Maximum 50%
  - MF-0, Multi-Family Horizontal: Maximum 25%
  - MF-2, Multi-Family Urban Edge: Maximum 50%
  - MF-3, Multi-Family Urban Living: Maximum 60%

Attachment: Staff Presentation (Celina Landing – PD Amendment)

CONCEPT PLAN



Attachment: Staff Presentation (Celina Landing – PD Amendment)

CONCEPT PLAN

CELINA LANDING
Masterplan Data

Designation	Acreage	Use	Units	GSF	Parking
W.1	5.37	GROCERY		60k	
W.2	6.64	MF-2	120		180
		RETAIL		13k	130
W.3	4.87	MF-0	58		
W.4	4.38	MF-0	48		
W.5	4.75	RETAIL		25k	250
W.6	1.05	PARK/POND			
E.1	4.29	MF-3	300		450
E.2	4.25	MF-3	300		450
E.3	5.17	MF-3	270		405
		HOTEL	150		40
		RETAIL		10k	100
E.4	6.04	MF-3	280		420
		OFFICE		72k	216
		RETAIL		10k	100
E.5	6.06	RETAIL/F&B		27k	270

Attachment: Staff Presentation (Celina Landing – PD Amendment)

POLICY CONSIDERATIONS

- A recent update to the Master Thoroughfare Plan bisected the subject property with J. Fred Smith Parkway
- The property is also adjacent to Celina Parkway
- MU zoning is not inappropriate for the intersection of two 6-lane thoroughfares
- J Fred Smith right-of-way is required to be dedicated by the property owner at the time the City requests it, which helps accelerate an east/west connection between FM 455 and Preston Road, north of downtown

Attachment: Staff Presentation (Celina Landing – PD Amendment)

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval of the request at its June regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (Celina Landing – PD Amendment)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
CELINA LANDING (KDD RANCH)
AN AMENDMENT TO PLANNED DEVELOPMENT #31

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 71 ACRES LOCATED IN THE BENJAMIN BREWTON SURVEY, ABSTRACT NO. 125, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST CORNER OF FUTURE CELINA PARKWAY AND FUTURE J. FRED SMITH PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO REZONE GENERAL COMMERCIAL DISTRICT (C-2) AND AMEND "PD" PLANNED DEVELOPMENT DISTRICT NO. 31 WITH MIXED-USE DISTRICT (MU) BASE ZONING; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in March 2022 which outlined the annexation and zoning; and

WHEREAS, this Ordinance amends PD #31, which had previously been adopted by Ordinance 2006-44; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Regulations, set forth in Exhibit "C" and "D," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and

Attachment: Draft Ordinance (Celina Landing – PD Amendment)

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 "PD" Planned Development District No. 31 with Mixed-Use (MU) base zoning and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Development Standards

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein as PD No. 31 with Mixed-Use (MU) base zoning, and incorporates the Concept Plan and Development Regulations, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

Attachment: Draft Ordinance (Celina Landing – PD Amendment)

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

Attachment: Draft Ordinance (Celina Landing – PD Amendment)

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of July, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

Attachment: Draft Ordinance (Celina Landing – PD Amendment)

Tract 1:
A tract or parcel of land situated in the Benjamin Brewton Survey, Abstract No. 125 in Collin County, Texas, and being part of the 70.408 acres tract described in the deed to Cathy Sagnibene Apple and Frances Sagnibene Donaldson dated December 2, 1994 and recorded as Document No. 94-0107436 in the Collin County Deed Records, and being more particularly described as follows:

BEGINNING at a found 1/2-inch iron rod at the northwest corner of said 70.408 acres tract and the southwest corner of the 2.00 acres tract described in the deed to David T. Stone and wife Kimberly Stone recorded in Volume 2364 Page 418 in the Collin County Deed Records, said iron rod being at the intersection of the 1.156 acres tract described in the deed to the State of Texas recorded in Volume 415 Page 281 in the Collin County Deed Records and also the southeast corner of the 1.092 acre tract described in the deed to the State of Texas recorded in Volume 415 Page 341 in the Collin County Deed Records, and being more particularly described as follows:

THENCE south 89° 34' 11" East 701.01 feet along the north line of said Collin County Road No. 57 and along the south side of said 2.00 acres tract to a found pipe fence corner post;

THENCE North 89° 44' 13" East 1378.92 feet continuing along the north line of said Collin County. Road No 57 and along the south side of the 49.911 acres tract described in the deed to J.T. Stone and wife Billie Stone recorded in Volume 645 Page 600 in the Collin County Deed Records, to a found pipe fence corner post;

THENCE North 89° 58' 16" East 531.12 feet continuing along the north line of said Collin County Road No. 57 and along the south side of the 25.017 acres tract described in the inheritance to Billie Louise Stone dated July 23, 1990 and filed in Probate Records 90-208 in the Collin County Clerk's Office, to a found pipe fence corner post;

THENCE South 01° 03' 28" East 630.89 feet along the east side of said Brewton Survey and in said County Road No. 57 and along the west side of the 80 acres tract described in the deed to Marvin L. Bull dated August 15, 1950 and recorded in Volume 418 Page 300 in the Collin County Deed Records, to a set 1/2-inch iron rod;

THENCE North 89° 03' 10" West 2618.88 feet to a set 1/2-inch iron rod;

THENCE North 00° 17' 02" West 98.64 feet along the east line of said FM 455 to a set 1/2-inch iron rod;

THENCE North 00° 26' 01" West 487.54 feet continuing along the east line of said FM 455 to the Point of Beginning and containing 36.3854 acres of land more or less.

TRACT 2:
A tract of parcel of land situated in the Benjamin Brewton Survey, Abstract No. 125, in Collin County, Texas, and being part of the 70.408 acres tract described in the deed to Cathy Sagnibene Apple and Frances Sagnibene Donaldson dated December 2, 1994 and recorded as Document No. 94-0107436 in the Collin County Deed Records, and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod at the northwest corner of said 70.408 acres tract and the southwest corner of the 2.00 acres tract described in the deed to David T. Stone and wife Kimberly Stone recorded in Volume 2364 Page 418 in the Collin County Deed Records, said iron rod being at the intersection of the north line of Collin County Road No. 57 and the east line of FM 455, said iron rod also being at the northeast corner of the 1.156 acres tract described in the deed to the State of Texas recorded in Volume 415 Page 281 in the Collin County Deed Records and also the southeast corner of the 1.092 acre tract described in the deed to the State of Texas recorded in. Volume 415 Page 341 in the Collin County Deed Records, and being more particularly described as follows:

THENCE South 00° 26' 01" East 487.53 feet along the east line of FM 455 to a set 1/2-inch iron rod;

THENCE South 00° 17' 02" East 98.64 feet continuing along the east line of FM 455 to a set 1/2-inch iron rod for the POINT OF BEGINNING;

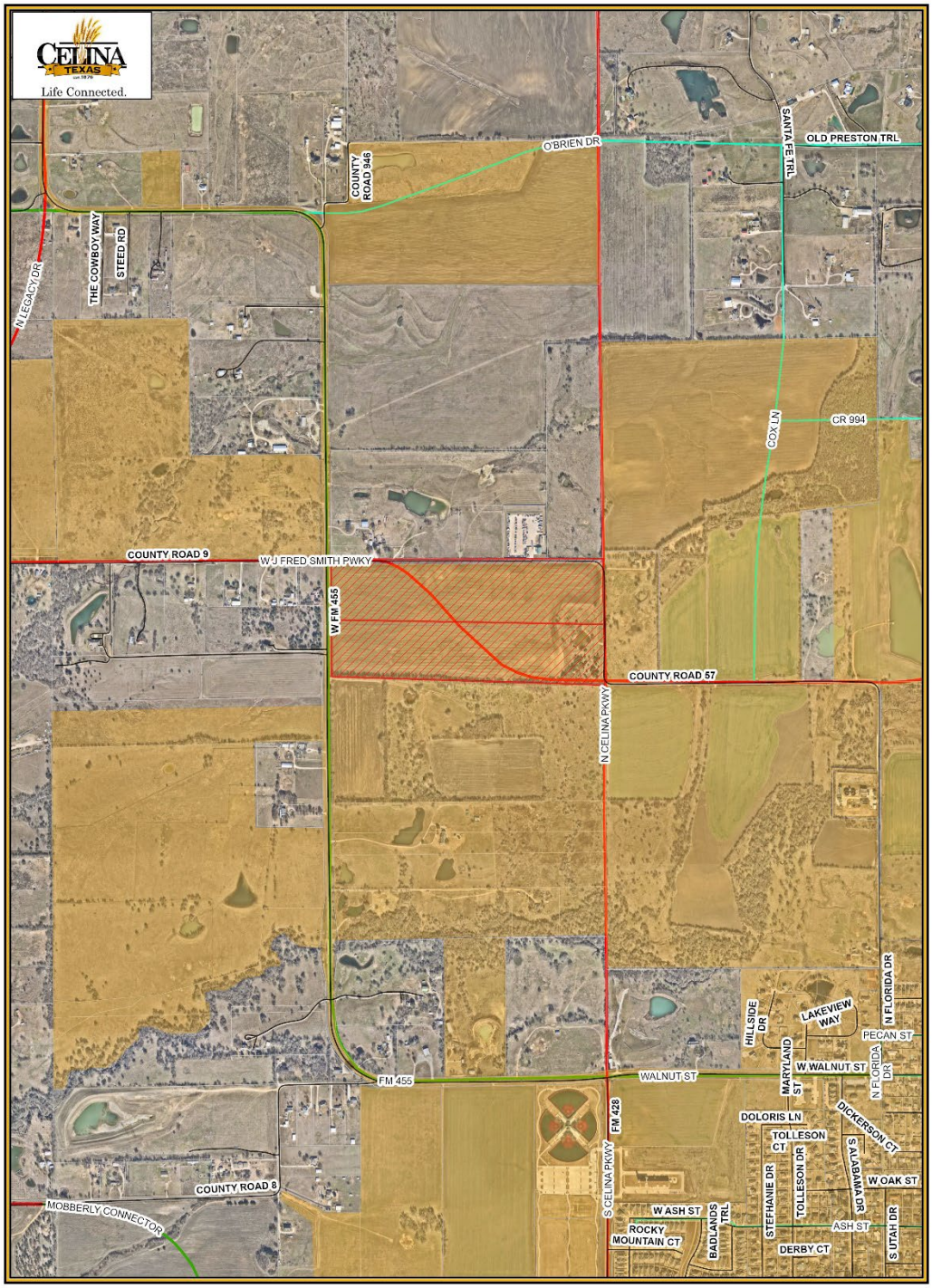
THENCE South 89° 03' 10" East 2618.88 feet to a set 1/2-inch iron rod;

THENCE South 01° 03' 28" East 583.36 feet along the east side of said Brewton Survey and in said County Road No. 57 and along the west side of the 80 acres tract described in the deed to Marvin L. Bull dated August 15, 1950 and recorded in Volume 418 Page 300 in the Collin County Deed Records, to a found 3/4-inch iron rod;

THENCE North 88° 14' 48" West 2627.82 feet along the north side of the 69.959 acres tract described in the deed to John W. Rayburn, Inc. dated December 12, 1991 and recorded as Document #91-0069694 in the Collin County Deed Records to a found 3-4-inch iron rod;

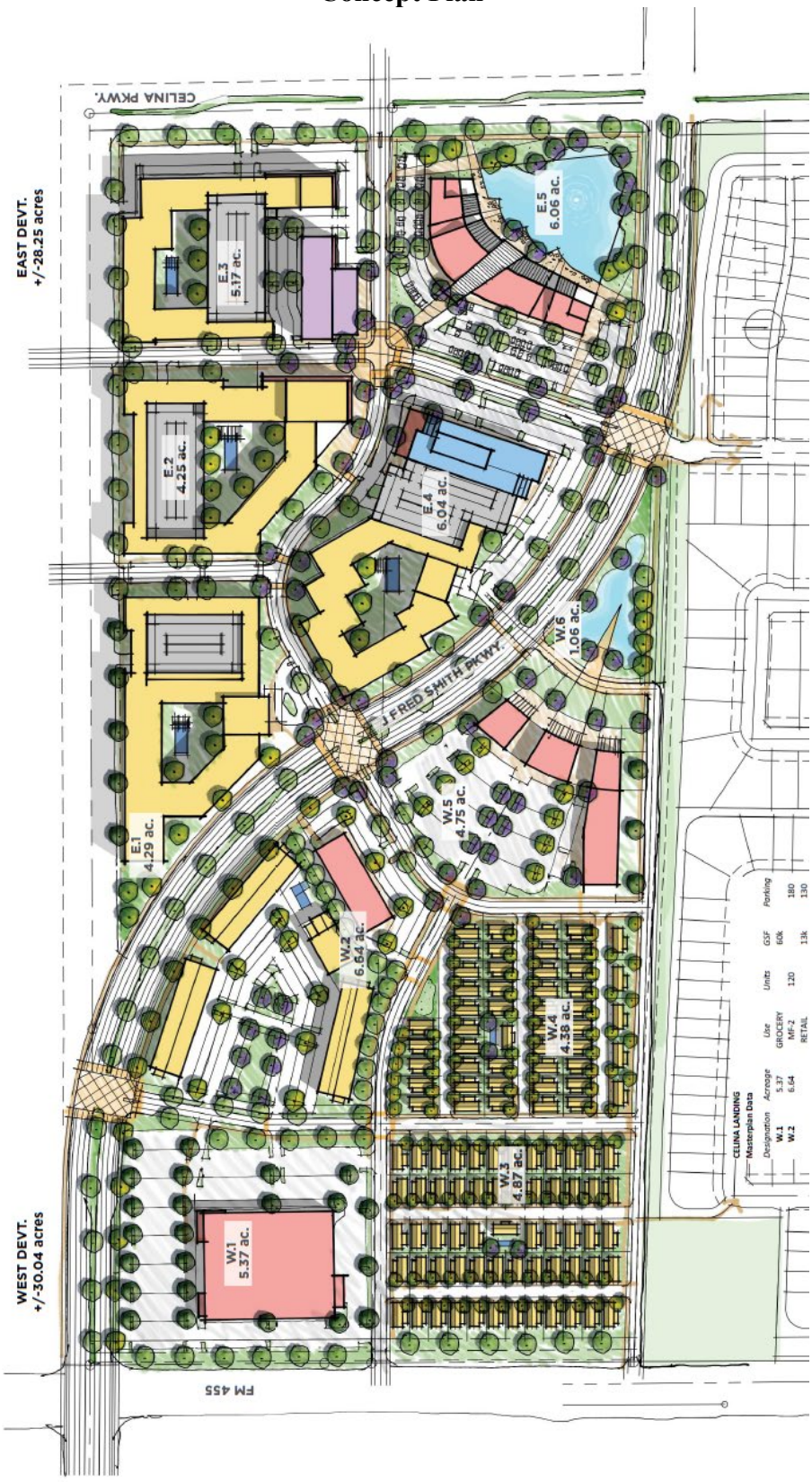
THENCE North 00° 17' 02" West 546.16 feet along the east line of said FM 455 to the Point of Beginning and containing 33.9889 acres of land more or less.

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Celina Landing – PD Amendment)

Exhibit C
Concept Plan



Attachment: Draft Ordinance (Celina Landing – PD Amendment)

Exhibit D
Development Standards

The City shall consider zoning the Property as Planned Development District (PD-31) with base zoning of Mixed-Use (MU), according to the Zoning Ordinance, except for the land use mix standards provided as follows:

1. C, Commercial, Office, & Retail: Minimum thirty percent (30%);
2. SF-R, Single-Family Residential Detached: Maximum twenty-five percent (25%);
3. SF-A, Single-Family Residential Attached: Maximum fifty percent (50%);
4. MF-0, Multi-Family Horizontal: Maximum twenty-five (25%);
5. MF-2, Multi-Family Urban Edge: Maximum fifty percent (50%); and
6. MF-3, Multi-Family Urban Living: Maximum sixty percent (60%).

Attachment: Draft Ordinance (Celina Landing – PD Amendment)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Chalk Hill MF - PD Amendment

Action Requested:
Conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by amending the Concept Plan and Development Regulations of Planned Development (PD) No. 43 on approximately 23 acres, generally located south of Legacy Drive and approximately 1,000 feet east of Preston Road. (Chalk Hill MF - PD Amendment) (McAfee)

Applicant:
Stryker Properties, LLC
6521 Hickory Hill Drive
Plano, TX 75074

Background Information:
The applicant is requesting to amend the Concept Plan and Development Regulations of Planned Development (PD) No. 43 on approximately 23 acres, generally located south of Legacy Drive and approximately 1,000 feet east of Preston Road. Please refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

COUNTY ROAD 106
KRISTINA CT
MARK ALEXANDER CT
CARL DARNALL PKWY
N COIT RD
COUNTY ROAD 102
ARROWHEAD RD
KADE AVE
WHITE ROCK RD
BURKS CT
JOHNSON DR
KYLEE LN
TOPAZ TRL
HUTCHINGS CT
N PRESTON RD
N LEGACY DR
ROUNTREE CT
CHALK HILL AVE
E CARTHAGE RD
BOBCAT TRL
FOUR WINDS DR
ROBINSON DR
COUNTY ROAD 134
COUNTY ROAD 97
LARIAT TRL
DC RANCH WAY
STETSON DR
RODEO DR
SAWBUCK LN
ROUGH RIDER CT
RANCH HOUSE RD
BANDANA DR
CANYON RD

Attachment: Location Map (Chalk Hill MF - PD Amendment)

Legend

Subject Property
City Limits
Roads
Parcels

Chalk Hill MF
Location Map
City of Celina

4/26/2022

N
W E
S

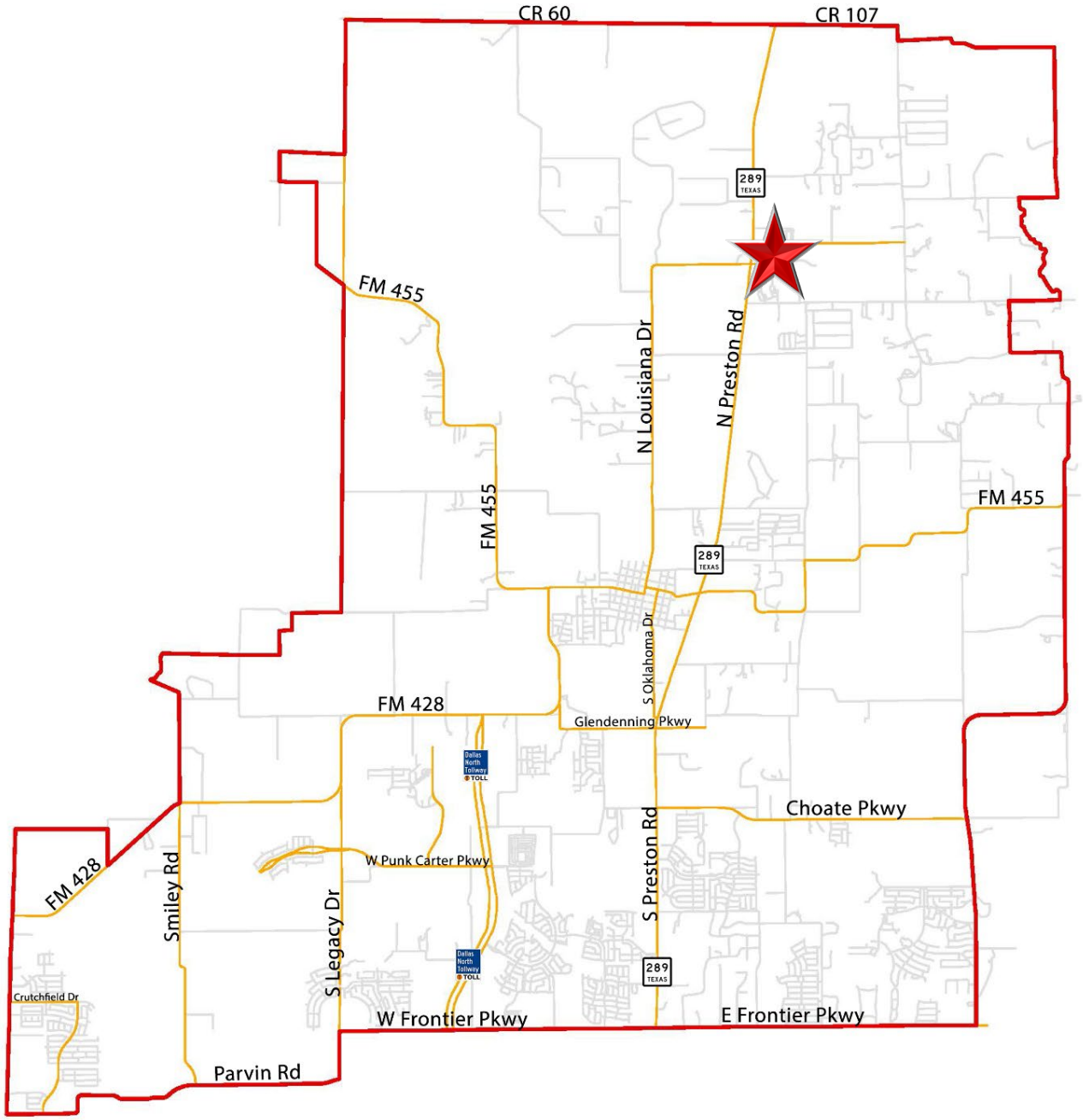
0 500 1,000 Feet

CHALK HILL MF

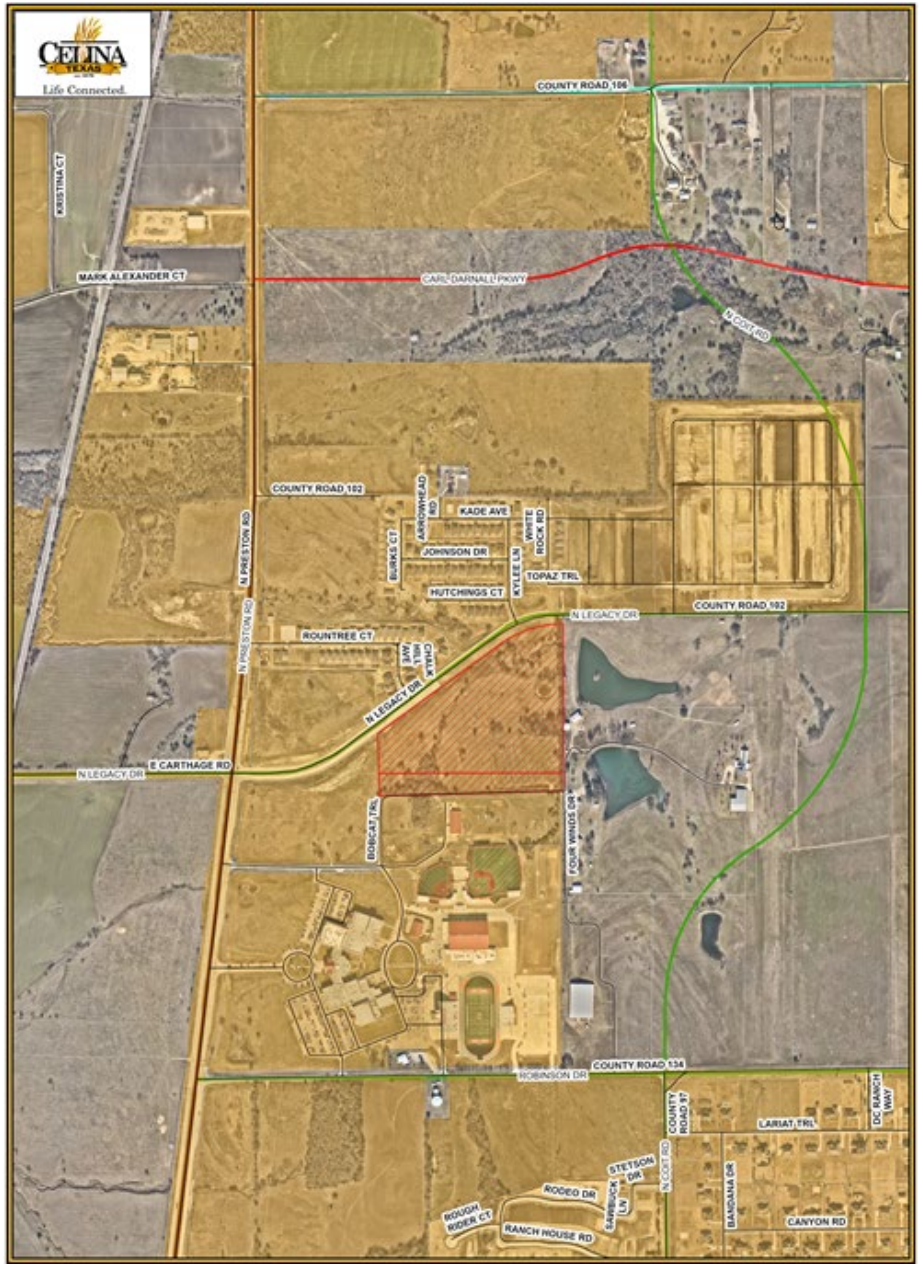
PD Amendment

City Council
July 12, 2022

Attachment: Staff Presentation (Chalk Hill MF - PD Amendment)



Attachment: Staff Presentation (Chalk Hill MF - PD Amendment)



LOCATION MAP

The subject property is generally located south of Legacy Drive, and approximately 1,000 feet east of Preston Road

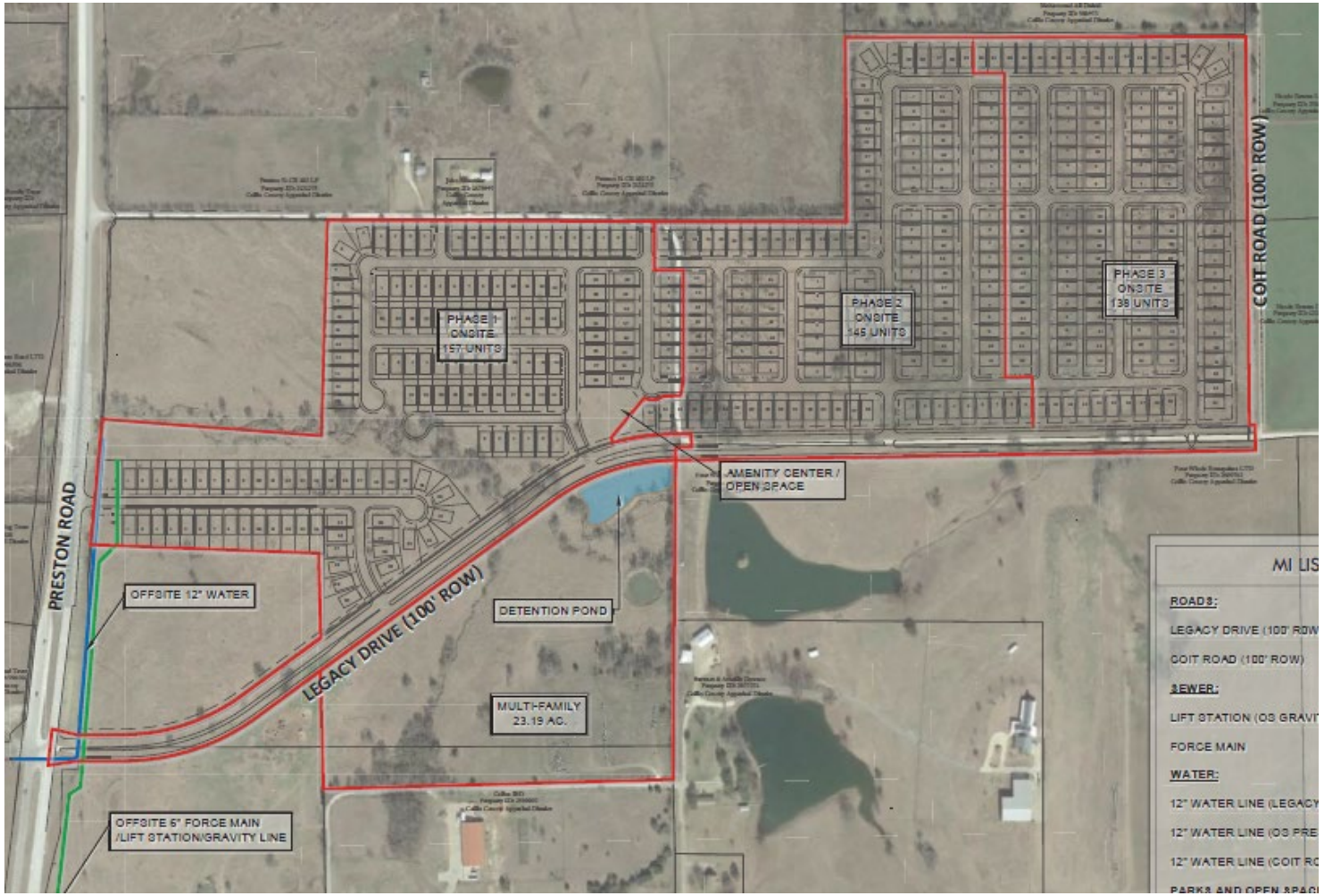
Attachment: Staff Presentation (Chalk Hill MF - PD Amendment)

BACKGROUND

- The subject property is approximately 23 acres, located within the City Limits
- The governing PD #43 was approved in 2010 and has a base zoning of Mixed use (MU)
- The existing 2017 Development Agreement (DA) & General Development Plan (GDP) reserve the subject property for multifamily development
- The applicant's request is to amend the PD and the concept plan to allow for Multi-family on the south side of Legacy Drive
- The request is in conformance with the governing DA and GDP

Attachment: Staff Presentation (Chalk Hill MF - PD Amendment)

EXISTING PLANS 2017 GDP & DA



Attachment: Staff Presentation (Chalk Hill MF - PD Amendment)

POLICY CONSIDERATIONS

- The request is in conformance with the governing DA and GDP
- The multi-family is already entitled on this tract through the DA and GDP
- Today, Staff encourages applicants to proactively rezone property generally at the same time as the associated development agreement to avoid long lapses in entitlement discussions and public hearings

Attachment: Staff Presentation (Chalk Hill MF - PD Amendment)

RECOMMENDATION

- The Planning & zoning Commission unanimously recommended approval of the request at its June regular meeting
- Staff recommend approval as presented

Attachment: Staff Presentation (Chalk Hill MF - PD Amendment)

CITY OF CELINA, TEXAS

ORDINANCE 2022-____
CHALK HILL MF
AN AMENDMENT TO PLANNED DEVELOPMENT # 43

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 24 ACRES LOCATED IN THE G. EASTES SURVEY, ABSTRACT NO. 299, AND THE W. RATTAN SURVEY, ABSTRACT NO. 753, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF LEGACY DRIVE AND APPROXIMATELY 1,000 FEET EAST OF PRESTON ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND "PD" PLANNED DEVELOPMENT DISTRICT NO. 43; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, this Ordinance amends PD #43, which has previously been amended by Ordinance 2010-26; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a

Attachment: Draft Ordinance (Chalk Hill MF - PD Amendment)

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 "PD" Planned Development District No. 43 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B: Depiction of Property

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 43.

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

Attachment: Draft Ordinance (Chalk Hill MF - PD Amendment)

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

Attachment: Draft Ordinance (Chalk Hill MF - PD Amendment)

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 12th day of July, 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Chalk Hill MF - PD Amendment)

Exhibit A
Legal Description

BEING A 23.142 ACRE TRACT OF LAND SITUATED IN THE G. EASTES SURVEY, ABSTRACT NUMBER 299, AND THE W. RATTAN SURVEY, ABSTRACT NUMBER 753, COLLIN COUNTY, AND BEING ALL OF THAT TRACT OF LAND DESCRIBED TO GAURANGA CELINA HILLS, LLC, BY DEED RECORDED UNDER DOCUMENT NUMBER 202106240012807, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS FOR THIS SURVEY ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD83) (US FOOT), WITH A COMBINED SCALE FACTOR OF 1.000152710;

BEGINNING AT AN "X" CUT FOUND FOR THE SOUTHEAST CORNER OF SAID GAURANGA CELINA HILLS, LLC TRACT, SAME BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO CELINA INDEPENDENT SCHOOL DISTRICT, BY DEED RECORDED UNDER DOCUMENT NUMBER 20070404000455450, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT LYING ON THE WEST LINE OF A TRACT OF LAND DESCRIBED TO STEWART DAWSON & AVERILLE DAWSON, BY DEED RECORDED UNDER DOCUMENT NUMBER 20090508000560240, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND LYING ON THE NORTH RIGHT-OF-WAY LINE OF BOBCAT TRAIL (30-FOOT RIGHT-OF-WAY);

THENCE SOUTH 88 DEGREES 19 MINUTES 49 SECONDS WEST, WITH THE EASTERNMOST NORTH LINE OF SAID CELINA INDEPENDENT SCHOOL DISTRICT TRACT, THE SOUTH LINE OF SAID GAURANGA CELINA HILLS, LLC TRACT, AND WITH THE NORTH RIGHT-OF-WAY LINE OF SAID BOBCAT TRAIL, A DISTANCE OF 1214.49 FEET TO A 1/2-INCH REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID GAURANGA CELINA HILLS, LLC TRACT, AND LYING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED TO SUTTON FIELD INVESTMENTS, LLC, BY DEED RECORDED UNDER DOCUMENT NUMBER 20150305000240910, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 01 DEGREES 31 MINUTES 38 SECONDS WEST, WITH THE WEST LINE OF SAID GAURANGA CELINA HILLS, LLC TRACT, AND THE EAST LINE OF SAID SUTTON FIELD INVESTMENTS, LLC TRACT, A DISTANCE OF 413.95 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID GAURANGA CELINA HILLS, LLC TRACT; SAID POINT LYING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF NORTH LEGACY DRIVE (100-FOOT RIGHT-OF-WAY);

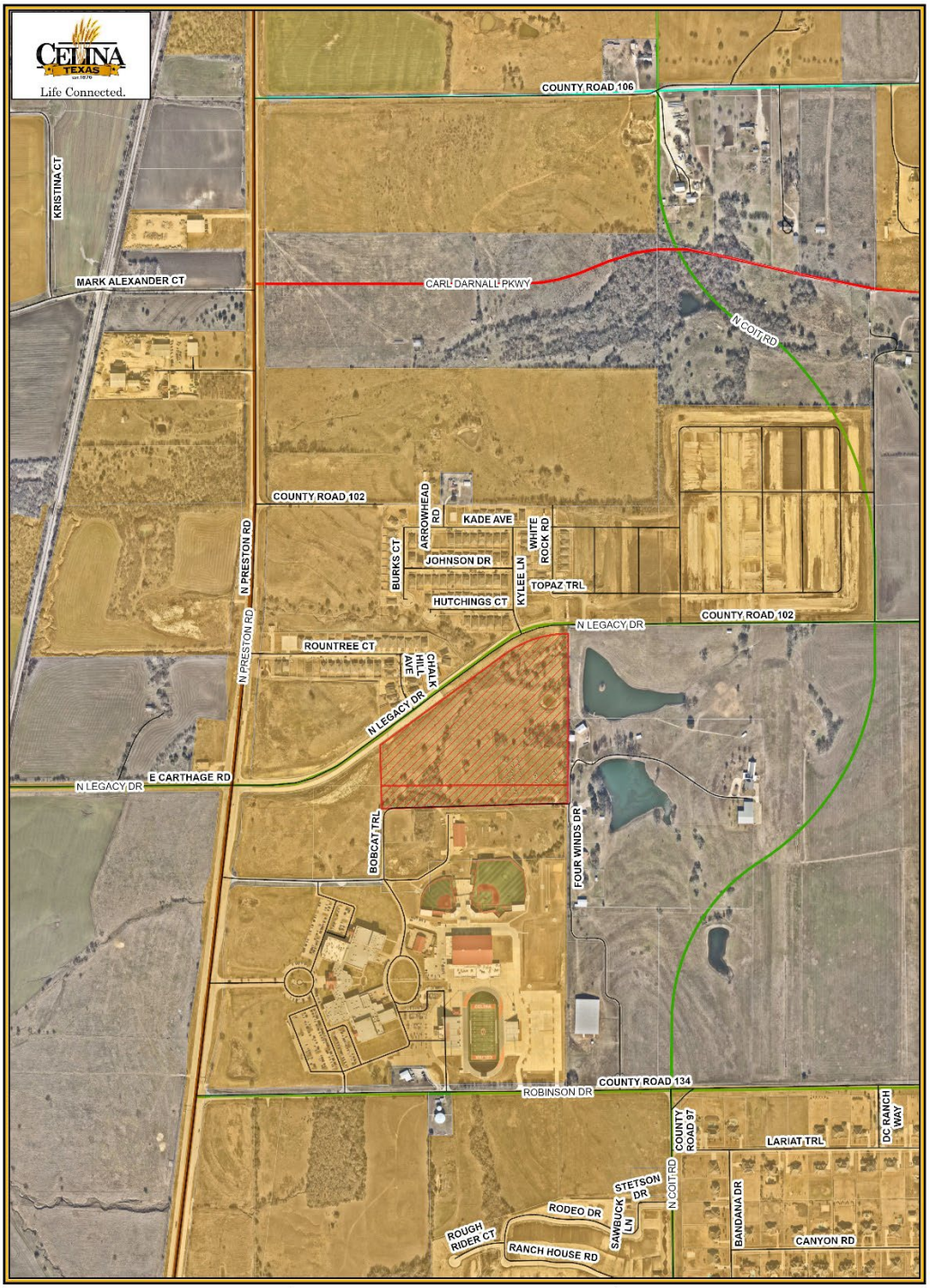
THENCE NORTH 53 DEGREES 52 MINUTES 12 SECONDS EAST, WITH THE NORTHWEST LINE OF SAID GAURANGA CELINA HILLS, LLC TRACT, AND WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID NORTH LEGACY DRIVE, A DISTANCE OF 1004.94 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 704.28 FEET, A CENTRAL ANGLE OF 36 DEGREES 11 MINUTES 36 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 71 DEGREES 59 MINUTES 18 SECONDS EAST, 437.53 FEET;

THENCE IN A NORTHEASTERLY DIRECTION, WITH THE CURVING SOUTHEAST RIGHT-OF-WAY LINE OF SAID NORTH LEGACY DRIVE, AND THE NORTHWEST LINE OF SAID GAURANGA CELINA HILLS, LLC TRACT, ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 444.89 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID GAURANGA CELINA HILLS, LLC TRACT, SAID POINT LYING ON THE WEST LINE OF THAT SAME TRACT OF LAND DESCRIBED TO FOUR WINDS ENTERPRISES, LTD., BY DEED RECORDED IN VOLUME 5476, PAGE 8080, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 08 MINUTES 33 SECONDS WEST, WITH THE EAST LINE OF SAID GAURANGA CELINA HILLS, LLC TRACT, THE WEST LINE OF SAID FOUR WINDS ENTERPRISES, LTD. TRACT, AND THE WEST LINE OF SAID DAWSON TRACT, AND A DISTANCE OF 1106.24 FEET TO POINT OF BEGINNING AND CONTAINING 1,008,044 SQUARE FEET OR 23.142 ACRES OF LAND, MORE OR LESS.

Attachment: Draft Ordinance (Chalk Hill MF - PD Amendment)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Chalk Hill MF - PD Amendment)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Kim Brawner, Assistant City Manager
Date: July 12, 2022
Re: Fire Station 3, GMP

Action Requested:
Consider and act to authorize the Contract and Guaranteed Maximum Price (GMP) for the construction of Fire Station 3 to Crossland Construction Company for a guaranteed maximum amount not to exceed $14,751,797.00. (Brawner)

Background Information:
On August 10, 2021 Council authorized the award of RFQ 2021-0078 for construction manager at risk (CMAR) services with Crossland Construction for pre-construction services for Fire Station 3. Crossland presented the GMP to staff for review and staff is requesting authorization to begin construction on the project. The contract and GMP Amendment are attached.

Alternatives:
Council may reject the recommendation and direct staff.

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

Legal Review:
Contract documents have been previously reviewed and approved.

Supporting Documents:
Agreement
Amendment 1

Staff Recommendation:
Authorize GMP for RFQ 2021-0078

FIRE STATION #3

July 12th, 2022

Kimberly Brawner, P.E.
Chief Mark Metdker

Attachment: CMAR Info Presentation (Fire Station 3 CMAR GMP)

LOCAL GOVT CODE, CHAPTER 252

- **Covers Quote and Bid requirements**
- **Purchases $3,000 to $50,000**
  - Three Quotes
  - Two must be from HUB Vendors
- **Purchases over $50,000**
  - Expenditure more than $50,000 must:

    (1) comply with Chapter 252,
    (2) use the reverse auction procedure (2155.062), or
    (3) comply with a method described by Chapter 2269

Attachment: CMAR Info Presentation (Fire Station 3 CMAR GMP)

ALTERNATIVE METHODS

- Competitive Bidding, 2269.101
- Competitive Sealed Proposals, 2269.151
- Construction Manager Agent, 2269.201
- Construction Manager at Risk, 2269.251
- Design Build, 2269.301

Attachment: CMAR Info Presentation (Fire Station 3 CMAR GMP)

ALTERNATIVE METHODS

Construction Manager at Risk, 2269.251

- A procurement method by which the government entity requests qualifications
- A procurement method by which the government entity
  - contracts with an architect or engineer for design services
  - Contracts with a CMAR to serve as GC with a Guaranteed Maximum Price
- Facility only, not civil work

Examples:

- Public Works Service Center Improvements
- Law Enforcement Center
- Fire Station 3
- Senior Center

Attachment: CMAR Info Presentation (Fire Station 3 CMAR GMP)

3
CELINA FIRE STATION NO.3

3

3

COST ESCALATION

Provided by Crossland

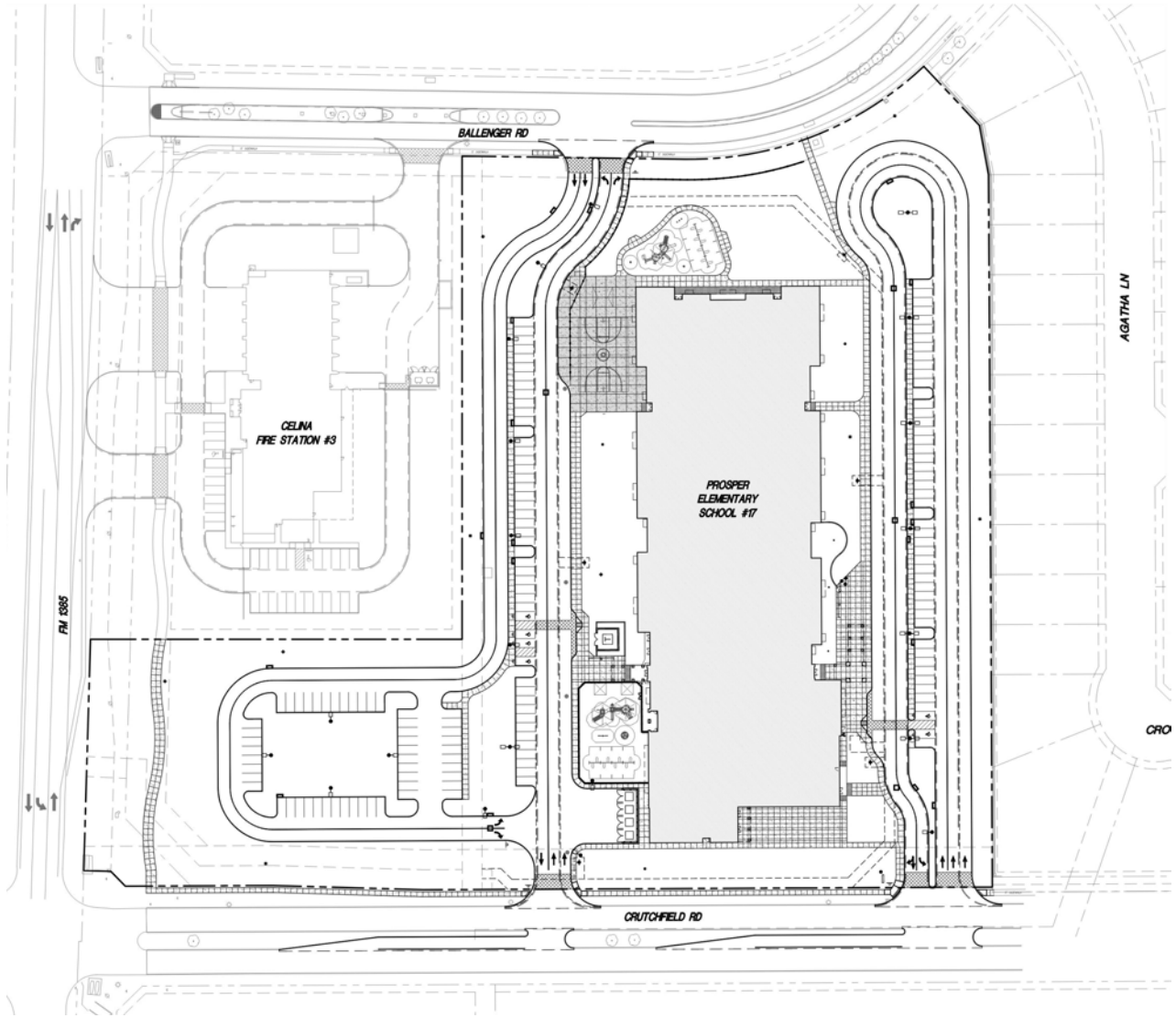
- 11/2021 - $11,084,357
- 6/28 - $16,592,258
- 6/30 - $14,751,797

- Prosper ISD Partnership

Attachment: CMAR Info Presentation (Fire Station 3 CMAR GMP)

SCHEDULE

- 7/2022 – GMP Award
- 9/2022 – Groundbreaking
- 8/2023 – Construction Complete
- 10/2023 – Station operational



GUARANTEED MAXIMUM PRICE PROPOSAL

Project: Celina Fire Station No. 3
Date: June 30, 2022

CROSSLAND CONSTRUCTION COMPANY, INC.

Bid Package	Description	Site	4.06 $/Acre	Building	23,234 $/SF	TOTAL GMP	23,234 $/SF	%
01A	General Requirements	$ 118,152	$ 29,123	$ 219,425	$ 9.44	**$ 337,577**	$ 14.53	2.29%
02A	Demolition	$ 16,033	$ 3,952	$ -	$ -	**$ 16,033**	$ 0.69	0.11%
31A	Earthwork	$ 266,403	$ 65,665	$ -	$ -	**$ 266,403**	$ 11.47	1.81%
31B	Erosion Control	$ 5,060	$ 1,247	$ -	$ -	**$ 5,060**	$ 0.22	0.03%
31C	Termite Treatment	$ -	$ -	$ 1,889	$ 0.08	**$ 1,889**	$ 0.08	0.01%
32A	Concrete Paving	$ 680,000	$ 167,612	$ -	$ -	**$ 680,000**	$ 29.27	4.61%
32B	Asphalt Paving	$ 168,677	$ 41,577	$ -	$ -	**$ 168,677**	$ 7.26	1.14%
32C	Pavement Markings	$ 10,089	$ 2,487	$ -	$ -	**$ 10,089**	$ 0.43	0.07%
32F	Fencing & Gates	$ 230,370	$ 56,783	$ -	$ -	**$ 230,370**	$ 9.92	1.56%
32L	Landscaping & Irrigation	$ 249,142	$ 61,410	$ -	$ -	**$ 249,142**	$ 10.72	1.69%
32W	Retaining Wall	$ -	$ -	$ -	$ -	**$ -**	$ -	0.00%
33A	Site Utilities	$ 1,127,835	$ 277,997	$ -	$ -	**$ 1,127,835**	$ 48.54	7.65%
03A	Cast-in-Place Concrete	$ -	$ -	$ 2,074,369	$ 89.28	**$ 2,074,369**	$ 89.28	14.06%
03B	Polished Concrete	$ -	$ -	$ 77,080	$ 3.32	**$ 77,080**	$ 3.32	0.52%
04A	Masonry	$ -	$ -	$ 1,139,340	$ 49.04	**$ 1,139,340**	$ 49.04	7.72%
05A	Structural & Miscellaneous Steel	$ -	$ -	$ 778,848	$ 33.52	**$ 778,848**	$ 33.52	5.28%
06A	Woods and Plastics	$ -	$ -	$ 229,194	$ 9.86	**$ 229,194**	$ 9.86	1.55%
06B	Heavy Timber Framing	$ -	$ -	$ 957,314	$ 41.20	**$ 957,314**	$ 41.20	6.49%
07A	Roofing	$ -	$ -	$ 815,862	$ 35.12	**$ 815,862**	$ 35.12	5.53%
07B	Waterproofing	$ -	$ -	$ 174,318	$ 7.50	**$ 174,318**	$ 7.50	1.18%
07C	Spray Foam Insulation	$ -	$ -	$ 16,700	$ 0.72	**$ 16,700**	$ 0.72	0.11%
07D	Metal Panels	$ -	$ -	$ -	$ -	**$ -**	$ -	0.00%
07E	Fiber Cement Siding	$ -	$ -	Incl w/ 09A	$ -	**Incl w/ 09A**	$ -	0.00%
08A	Doors & Hardware	$ -	$ -	$ 190,403	$ 8.20	**$ 190,403**	$ 8.20	1.29%
08B	Glass & Glazing	$ -	$ -	$ 182,154	$ 7.84	**$ 182,154**	$ 7.84	1.23%
08C	Overhead Doors	$ -	$ -	$ 405,439	$ 17.45	**$ 405,439**	$ 17.45	2.75%
09A	Drywall & Acoustical	$ -	$ -	$ 623,730	$ 26.85	**$ 623,730**	$ 26.85	4.23%
09B	Flooring	$ -	$ -	$ 42,440	$ 1.83	**$ 42,440**	$ 1.83	0.29%
09C	Tile	$ -	$ -	$ 66,670	$ 2.87	**$ 66,670**	$ 2.87	0.45%
09D	Painting	$ 5,000	$ 1,232	$ 133,970	$ 5.77	**$ 138,970**	$ 5.98	0.94%
10A	Misc Specialities	$ -	$ -	$ 5,300	$ 0.23	**$ 5,300**	$ 0.23	0.04%
10A.1	Toilet Partitions	$ -	$ -	$ 2,060	$ 0.09	**$ 2,060**	$ 0.09	0.01%
10A.2	Toilet Accessories	$ -	$ -	$ 16,835	$ 0.72	**$ 16,835**	$ 0.72	0.11%
10A.3	Wall Protection	$ -	$ -	$ 7,125	$ 0.31	**$ 7,125**	$ 0.31	0.05%
10A.4	Fire Protection Specialties	$ -	$ -	$ 7,670	$ 0.33	**$ 7,670**	$ 0.33	0.05%
10A.5	Visual Display Boards	$ -	$ -	$ 3,280	$ 0.14	**$ 3,280**	$ 0.14	0.02%
10B	Signage	$ 5,000	$ 1,232	$ 33,069	$ 1.42	**$ 38,069**	$ 1.64	0.26%
10C	Pre-Fabricated Canopies	$ -	$ -	$ -	$ -	**$ -**	$ -	0.00%
10F	Flag Poles	$ 21,950	$ 5,410	$ -	$ -	**$ 21,950**	$ 0.94	0.15%
10L	Turn-out Gear Lockers	$ -	$ -	$ 25,628	$ 1.10	**$ 25,628**	$ 1.10	0.17%
11A	Residential Appliances	$ -	$ -	$ 62,249	$ 2.68	**$ 62,249**	$ 2.68	0.42%
11B	Washer-Extractor	$ -	$ -	$ 20,000	$ 0.86	**$ 20,000**	$ 0.86	0.14%
11C	Cascade Equipment	$ -	$ -	$ 55,000	$ 2.37	**$ 55,000**	$ 2.37	0.37%
12A	Window Treatments	$ -	$ -	$ 7,740	$ 0.33	**$ 7,740**	$ 0.33	0.05%
12B	Entrance Mats	$ -	$ -	$ 12,000	$ 0.52	**$ 12,000**	$ 0.52	0.08%
12C	Fire Place	$ -	$ -	$ -	$ -	**Excluded**	$ -	0.00%
13A	Fuel Station	By Owner	$ -	$ -	$ -	**By Owner**	$ -	0.00%
14A	Elevators	$ -	$ -	$ -	$ -	**$ -**	$ -	0.00%
21A	Fire Protection	$ -	$ -	$ 106,688	$ 4.59	**$ 106,688**	$ 4.59	0.72%
22A	Plumbing	$ -	$ -	$ 678,213	$ 29.19	**$ 678,213**	$ 29.19	4.60%
23A	HVAC	$ -	$ -	$ 486,558	$ 20.94	**$ 486,558**	$ 20.94	3.30%
23B	Testing, Adjusting & Balancing	$ -	$ -	$ 12,000	$ 0.52	**$ 12,000**	$ 0.52	0.08%
26A	Electrical	$ -	$ -	$ 1,409,648	$ 60.67	**$ 1,409,648**	$ 60.67	9.56%
27A	Communications	$ -	$ -	$ 47,886	$ 2.06	**$ 47,886**	$ 2.06	0.32%
27B	Audio/Visual	$ -	$ -	$ 154,565	$ 6.65	**$ 154,565**	$ 6.65	1.05%
28A	Fire Alarm	$ -	$ -	$ 23,998	$ 1.03	**$ 23,998**	$ 1.03	0.16%
28B	Security	$ -	$ -	$ 46,651	$ 2.01	**$ 46,651**	$ 2.01	0.32%
28C	Access Control	$ -	$ -	$ 72,795	$ 3.13	**$ 72,795**	$ 3.13	0.49%
28D	Dispatch Alerting System (Rough-in ONLY)	$ -	$ -	$ 19,500	$ 0.84	**$ 19,500**	$ 0.84	0.13%
28E	Emergency Responder Radio System/Bi-Directional Antenna - **NO SPECIFICATI**	$ -	$ -	$ 25,600	$ 1.10	**$ 25,600**	$ 1.10	0.17%
	Less Accepted VE Items from Value Management Log 30-JUN-2022	$ (290,560)	$ (71,619.42)	$ (1,057,007)	$ (45.49)	**$ (1,347,567)**	$ (58.00)	-9.13%
	SUBTOTAL DIRECT COST OF WORK	**$ 2,613,151**	**$ 644,109**	**$ 10,414,196**	**$ 448.23**	**$ 13,027,347**	**$ 560.70**	**88.31%**
	Construction Contingency	$ 50,000	$ 12,324	$ 200,000	$ 8.61	**$ 250,000**	$ 10.76	1.69%
	Design Contingency	$ -	$ -	$ -	$ -	**$ -**	$ -	0.00%
	Owner's Contingency	$ 200,000	$ 49,298	$ 200,000	$ 8.61	**$ 400,000**	$ 17.22	2.71%
	Material Escalation Contingency/Allowance	$ -	$ -	$ -	$ -	**$ -**	$ -	0.00%
	Building Permit Fees & Plan Review Fees	By Owner	$ -	By Owner	$ -	**By Owner**	$ -	0.00%
	Impact/Tap Fees	By Owner	$ -	By Owner	$ -	**By Owner**	$ -	0.00%
	Franchise Utilities	By Owner	$ -	By Owner	$ -	**By Owner**	$ -	0.00%
3.10	General Liability Insurance	$ 4,428	$ 1,091	$ 16,225	$ 0.70	**$ 20,653**	$ 0.89	0.14%
3.12	Automobile Liability Insurance	$ 3,163	$ 780	$ 11,589	$ 0.50	**$ 14,752**	$ 0.63	0.10%
3.13	Builder's Risk Insurance	$ 3,795	$ 935	$ 13,907	$ 0.60	**$ 17,702**	$ 0.76	0.12%
3.14	Umbrella Liability Insurance	$ 3,479	$ 857	$ 12,748	$ 0.55	**$ 16,227**	$ 0.70	0.11%
3.16	Payment & Performance Bond	$ 23,719	$ 5,847	$ 86,919	$ 3.74	**$ 110,638**	$ 4.76	0.75%
3.17	Maintenance Bond	$ 1,898	$ 468	$ 6,954	$ 0.30	**$ 8,851**	$ 0.38	0.06%
	Subcontractor Payment & Performance Bonds	Included Above	$ -	Included Above	$ -	**Included Above**	$ -	0.00%
	Project Staffing	$ 153,073	$ 37,731	$ 284,279	$ 12.24	**$ 437,352**	$ 18.82	2.96%
	General Conditions	$ 24,318	$ 5,994	$ 45,161	$ 1.94	**$ 69,479**	$ 2.99	0.47%
	Preconstruction Phase Services	$ 2,500	$ 616	$ 7,500	$ 0.32	**$ 10,000**	$ 0.43	0.00%
	Construction Phase Fee	$ 79,065	$ 19,488	$ 289,730	$ 12.47	**$ 368,795**	$ 15.87	2.50%
	TOTAL GUARANTEED MAXIMUM PRICE	**$ 3,162,588**	**$ 779,539**	**$ 11,589,209**	**$ 498.80**	**$ 14,751,797**	**$ 634.92**	**/SF**

Attachment: CFS3 GMP Final 06-30-22 (Fire Station 3 CMAR GMP)

AMENDMENT TO CONTRACT

CONSTRUCTION MANAGER AT RISK

Amendment 1 - GMP

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Crossland Construction Company, Inc.** (hereinafter referred to as the "Provider") for **the construction of Fire Station 3, Bid 2021-0078,** (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 1 modifies the following conditions to the original contract.

1. Article 1 Contract documents, item 8 Add
    a. Amendment 1: GMP
    b. Schedule
2. Guaranteed Maximum price: **$14,751,797.00**

AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

By signing below, you agree to the amendment of the original contract with the above terms. All other original terms and conditions remain the same.

CITY OF CELINA	**CROSSLAND CONSTRUCTION CO, INC.**
_____	_____
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Attachment: Amendment 1 GMP (Fire Station 3 CMAR GMP)

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Director
CC: Andy Glasgow, Director of Engineering
Date: July 12, 2022
Re: All Way Stop

Action Requested:
Consider and act to award bid 2022-0162 for installation of a all way stop at the intersection of Dallas Pkwy and the Outer Loop at the unit prices listed to Total Highway Maintenance, LLC., in the amount of $88,335.00 plus ten percent contingency $8,833.50 for a total amount not to exceed $97,168.50. (Berry)

Background Information:
On June 10, 2022, the City received responses to bid 2022-0162 for the installation of a four way stop at the intersection of Dallas Parkway and the Collin County Outer Loop. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two hundred ninety-seven vendors were notified. One response was received.

An initial review was done by Purchasing and forwarded to staff for their review.

The contract period is for 30 days.

Alternatives:
Council may reject the award and direct staff.

Financial Considerations:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

The contract documents were previously reviewed and approved.

Supporting Documents:
Tab Sheet
Agreement

Staff Recommendation:
Award Bid # 2022-0162

ALL-WAY STOP

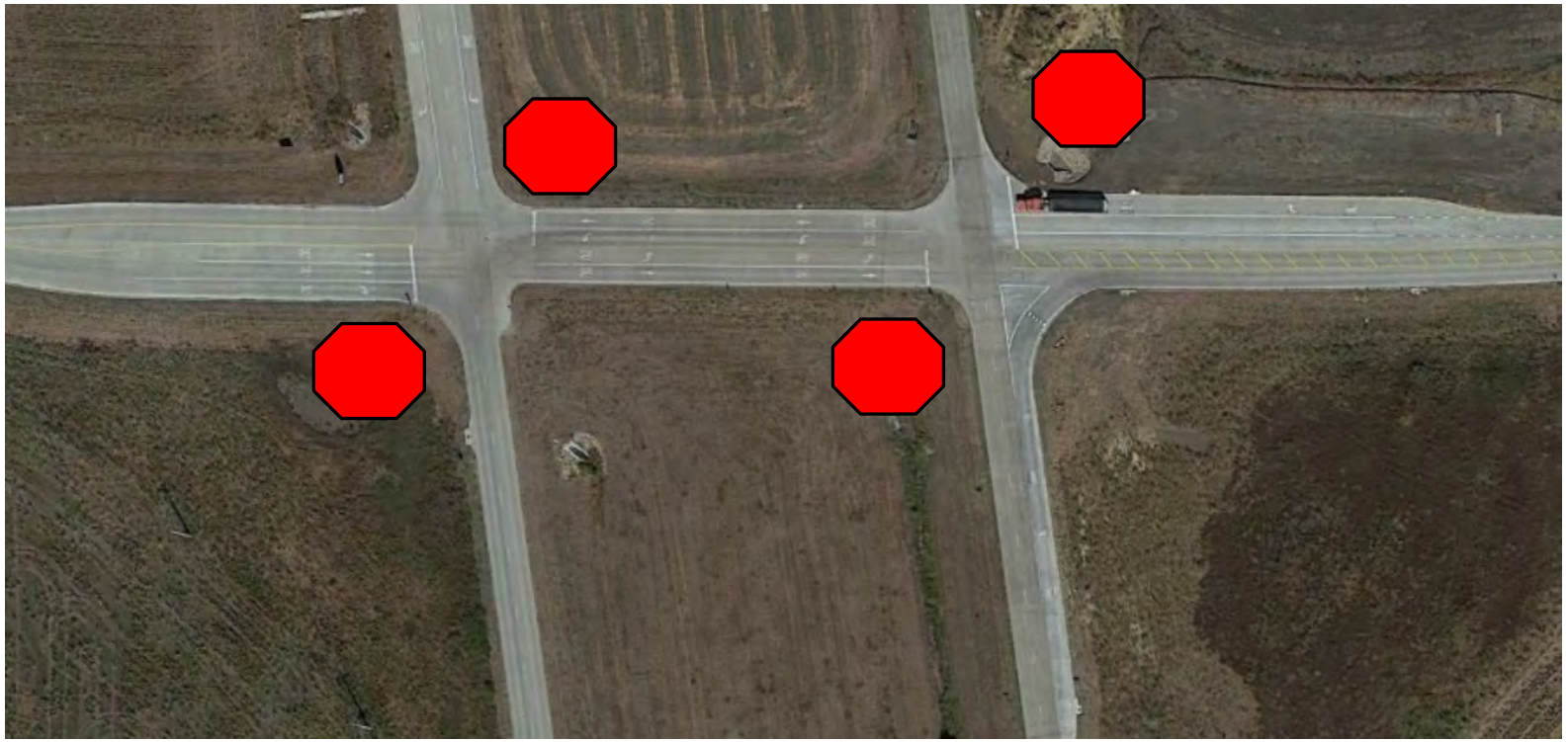
Dallas Parkway & Outer Loop

July 12, 2022

Attachment: DNT - Outer Loop (All Way Stop, 2022-0162)

OCTOBER 2021

Outer Loop opened to traffic
Single stop sign for EB & WB



Attachment: DNT - Outer Loop (All Way Stop, 2022-0162)

NOVEMBER 2021

Added additional stop sign for WB approach
Increased from 30" to 36"
Ordered all-way stop warrant

Attachment: DNT - Outer Loop (All Way Stop, 2022-0162)

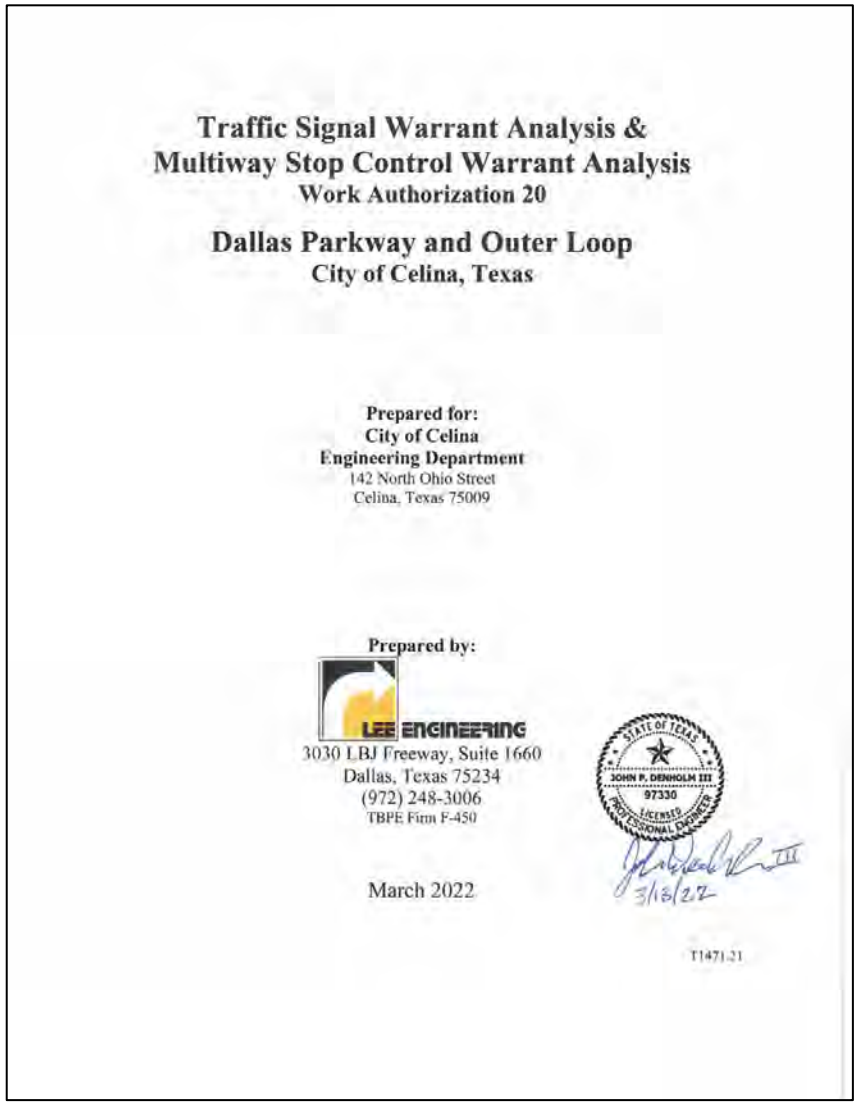
JANUARY 2022

Warrant A
- Interim measure for traffic signal
- Not met

Warrant B
- 5 or more crashes correctable by installation of a multiway stop within 12 consecutive months
- **Met**

Warrant C – Minimum Traffic Volumes and Delays
- 300 vph for any 8 hours for major
- 200 vph for the same 8 hours
- Not met

Started Design for All-way stop



Traffic Signal Warrant Analysis &
Multiway Stop Control Warrant Analysis
Work Authorization 20

Dallas Parkway and Outer Loop
City of Celina, Texas

Prepared for:
City of Celina
Engineering Department
142 North Ohio Street
Celina, Texas 75009

Prepared by:
LEE ENGINEERING
3030 LBJ Freeway, Suite 1660
Dallas, Texas 75234
(972) 248-3006
TBPE Firm F-450

March 2022

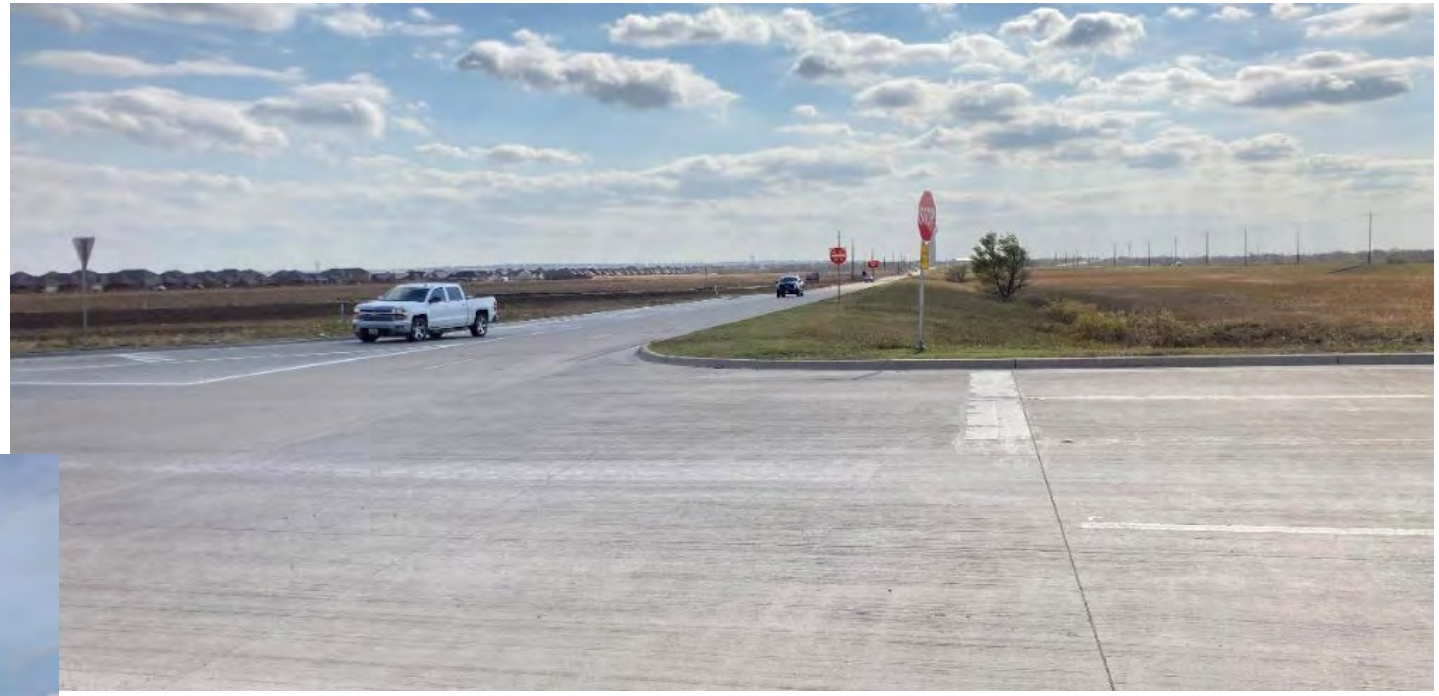
T1471-21

Attachment: DNT - Outer Loop (All Way Stop, 2022-0162)

JANUARY 2022

Sight Distance checked

EB looking South



WB looking South

Attachment: DNT - Outer Loop (All Way Stop, 2022-0162)

MARCH 2022

Street Light Evaluation

- no existing overhead light
- no power lines close
- no nighttime crashes

- All-way Stop Design completed
- Sent to contractor for quote

Attachment: DNT - Outer Loop (All Way Stop, 2022-0162)

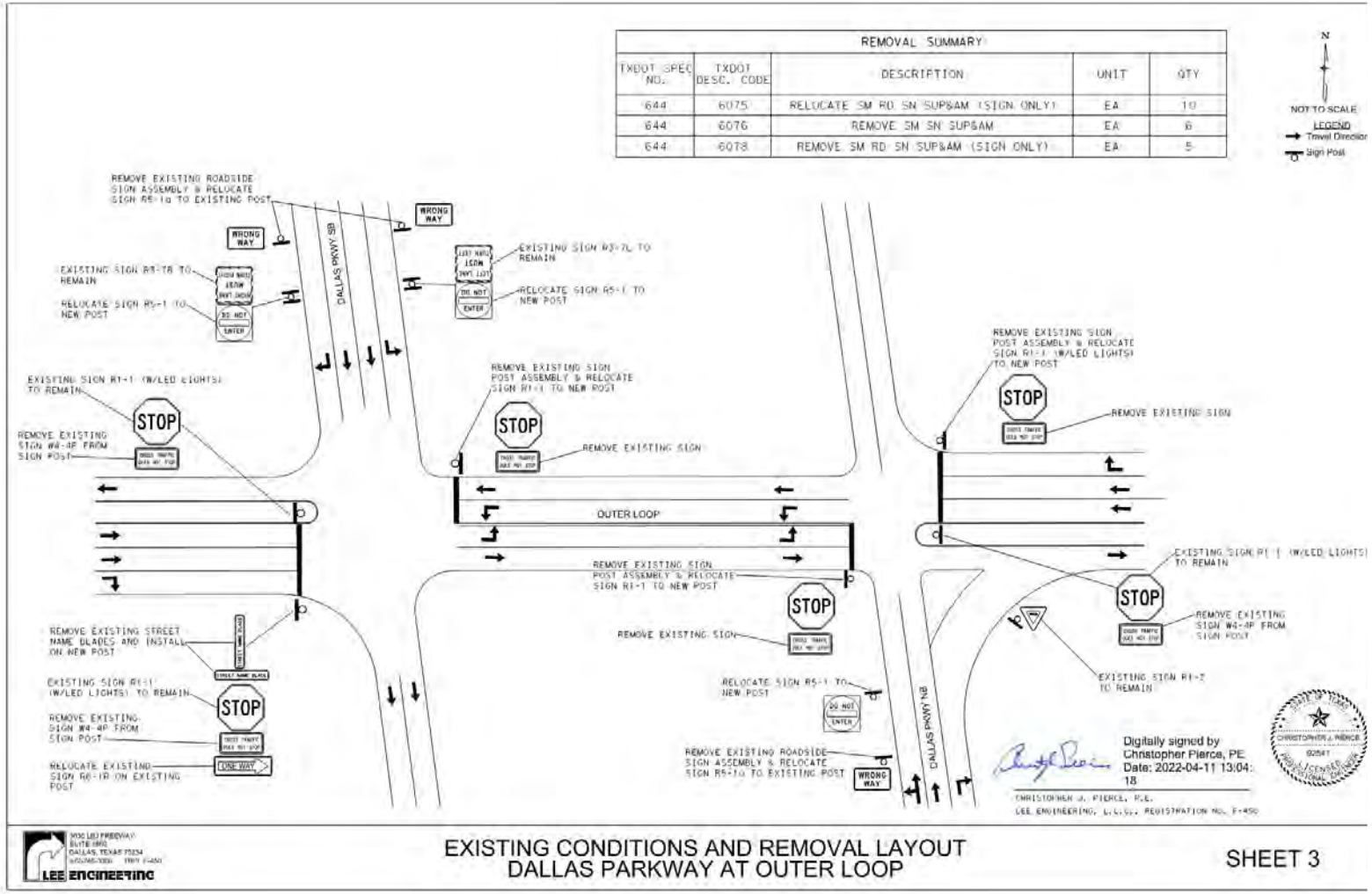
APRIL 2022

Quote for all-way Received

- $72K
- > $50k , bid required

- Bid Sent to Advertisement

- PD started directed patrol
  - 100 directed hours
  - 222 traffic stops
  - 191 citations.
  - PD also has parked a marked PD vehicle.



Attachment: DNT - Outer Loop (All Way Stop, 2022-0162)

MAY 2022

Advertised: 05/24

Bids Closed: 06/10

Attachment: DNT - Outer Loop (All Way Stop, 2022-0162)

JUNE 2022

Advertised: 05/24

Bids Closed: 06/10

6/8 – Rumble Strips Installed

6/16 – Message Board Installed

6/30 – STOP markings installed.

Attachment: DNT - Outer Loop (All Way Stop, 2022-0162)

NEXT STEPS

July 2022 – All-way stop installation

Temporary Signal under design

Monitor after installation of all-way

Coordinate with NTTA construction for permanent signal

Attachment: DNT - Outer Loop (All Way Stop, 2022-0162)

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and **Total Highway Maintenance, LLC** (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Celina
Multiway Stop at Dallas Parkway and Outer Loop
BID 2022-0162
PROJECT R55

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction project includes:

The Project consists pavement marking, solar powered signage, and traffic control for the intersection of Dallas Parkway and the Outer Loop. The Project consists pavement marking, solar powered signage, and traffic control for the intersection of Dallas Parkway and the Outer Loop.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Lee Engineers, LLC,** which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **15** days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **30** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially

Attachment: 00-410 - Agreement (All Way Stop, 2022-0162)

complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$500*** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: $88,335.00

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the ***last*** day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

Attachment: 00-410 - Agreement (All Way Stop, 2022-0162)

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award

Attachment: 00-410 - Agreement (All Way Stop, 2022-0162)

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Written Amendments;

    b. Work Change Directives;

    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

Attachment: 00-410 - Agreement (All Way Stop, 2022-0162)

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals with an effective date of **6/20/22.**

CITY OF CELINA, TEXAS	**CONTRACTOR**
Jason Laumer, City Manager	Printed Name & Title
Date	Date
Address for giving notices: **City of Celina** **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	Address for giving notices:

Attachment: 00-410 - Agreement (All Way Stop, 2022-0162)

EJCDC® C-410, Bid Form for Construction Contract.
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BID TABULATION
ALL WAY STOP, BID 2022-0162

				Total Highway Maintenance, LLC	
				Total Price	$88,335.00
Line #	Description	QTY	UOM	Unit	Extended
1	Aluminum Signs (Ty A)	7.5	SF	$300.00	$2,250.00
2	In Sm Rd Sn Sup & Am Ty 10Bwg (1)Sa (P-BM)	5	EA	$1,445.00	$7,225.00
3	In Sm Rd Sn Sup & Am Ty 10Bwg (1)Sa (T)	4	EA	$1,620.00	$6,480.00
4	In Sm Rd Sn Sup & Am Ty S80 (1) Sa (T)	4	EA	$1,500.10	$6,000.40
5	Relocate Sm Rd Sn Sup & Am (Sign Only)	10	EA	$799.00	$7,990.00
6	Remove Sm Sn Sup & Am	6	EA	$350.00	$2,100.00
7	Remove Sm Rd Sn Sup Am (Sign Only)	5	EA	$270.00	$1,350.00
8	Refl Pav Mrk Ty I W (24") SLD (100 MIL)	75	LF	$85.00	$6,375.00
9	Pavement Sealer 24"	75	LF	$20.00	$1,500.00
10	Pav Surf Prep For MRK 24"	75	LF	$20.00	$1,500.00
11	Solar Powered LED Roadside Sign	4	EA	$7,440.00	$29,760.00
12	Powder Coat alternates	60	EA	$263.41	$15,804.60

Attachment: Bid Tabulation by Line (All Way Stop, 2022-0162)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Jason Laumer, City Manager
Date:	July 12, 2022
Re:	Series 2022 Certificates of Obligation - $70M

Action Requested:
Consider and act upon all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2022", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. (Bromiley)

Background Information:
The intention to issue certificates of obligation in the maximum principal amount of $70,000,000 for the purpose of paying contractual obligations to be incurred for (I) renovating, improving and equipping existing buildings or facilities, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iii) designing, constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles therefor, (iv) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (v) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor and (vi) professional services rendered in connection therewith. The funds will be evenly distributed between general services projects and water wastewater projects.

On Tuesday, April 12th, City Council approved the Notice of Intent to issue $70M. The City completed the publication requirement, in addition to completing the credit rating meetings with Moody's Investors Service and S&P Global Ratings.

The Certificates of Obligation, Series 2022 reconfirm from Moody's Investors Service an assigned rating of 'Aa3'. S&P Global Ratings assigned its 'AA'/ Stable rating to the issue. The draft ordinance is attached. The sale scheduled for June 14, 2022 was postponed due to high market fluctuation. The new sale dated is scheduled for July 12, 2022. A final ordinance and purchase agreement will be provided with the bond documents.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
Issuance of Certificates of Obligation Bonds in the amount of $70 million. With funds evenly distributed between general service projects and water wastewater projects.

Legal Review:
Bond Counsel

Supporting Documents:
Celina CO 2022 - Draft Ordinance
Celina CO 2022 - Draft Purchase Agreement

Staff Recommendation:
Approval

CITY OF CELINA, TEXAS
(A home rule municipality of the State of Texas located in Collin and Denton Counties)

$_____
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022

PURCHASE AGREEMENT

July __, 2022

Honorable Mayor and City Council
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "*Representative*"), acting on its own behalf and on behalf of the other underwriters listed on Schedule I hereto (collectively, the "*Underwriters*"), and not acting as a fiduciary or agent for the City of Celina, Texas (the "*Issuer*"), offers to enter into the following agreement (the "*Agreement*") with the Issuer which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 10:00 p.m., Central Time, on July __, 2022, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered by the Representative to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Ordinance (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Certificates.* Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's $_____Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2022 (the "*Certificates*"). The Issuer acknowledges and agrees that (i) the purchase and sale of the Certificates pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriters are and have been acting solely as principals and are not acting as the agents or fiduciaries of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriters

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have provided other services or are currently providing other services to the Issuer on other matters) and the Underwriters have no obligation to the Issuer with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate, and (v) the Underwriters have financial and other interests that differ from those of the Issuer. The Representative has been duly authorized to act on behalf of itself and the Underwriters to execute this Agreement and to act hereunder.

The principal amount of the Certificates to be issued, the dated date therefor, and the maturities, redemption provisions and interest rates per annum are set forth in Schedule II hereto.

The Certificates shall be as described in, and shall be issued and secured under and pursuant to the provisions of the ordinance (the "Certificate Ordinance") authorizing the issuance of the Certificates adopted by the City Council of the Issuer (the "*City Council*") on July 12, 2022.

The purchase price for the Certificates shall be $_____ (representing the par amount of the Certificates, plus an original issue reoffering premium of $_____, and less an underwriting discount of $_____), and no accrued interest.

The Representative has delivered to the Issuer the Representative's good faith deposit in the amount of $643,150 (the "*Good Faith Deposit*") in the form of (i) a corporate check payable to the order of the Issuer or (ii) a wire transfer of immediately available funds to an account specified by the Issuer. In the event the Issuer accepts this Agreement, the Good Faith Deposit shall be held by the Issuer until the time of Closing (as defined herein), at which time the Good Faith Deposit shall be returned to the Representative or applied as a credit against the purchase price of the Certificates, as the Issuer and the Representative shall mutually agree. In the event that the Issuer does not accept this Agreement, the Good Faith Deposit shall be immediately returned to the Representative; In the event of the failure by the Issuer to deliver the Certificates at the Closing, or if the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Agreement, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Agreement, the Good Faith Deposit shall be returned promptly to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase and accept delivery of the Series Certificates as herein provided, the Good Faith Deposit shall be retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Sections 8 and 10 hereof, no party shall have any further rights against the other hereunder. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this Agreement shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters for their failure to purchase, accept delivery of and pay for the Certificates. In the event the Good Faith Deposit is provided in the form of a check, the Representative hereby agrees not to stop or cause payment on such check to be stopped unless the Issuer has breached

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the terms of this Agreement and the Underwriters have exercised their right to terminate this Agreement under Section 7 hereof.

The Underwriters hereby represent and warrant that each of them is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Underwriters are not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

2. *Public Offering and Establishment of Issue Price.*

(a) *Public Offering*. The Underwriters agree to make a *bona fide* public offering of all of the Certificates at prices not to exceed the public offering prices set forth on page ii of the Official Statement and may, subject to the provisions of Section 2(b) hereof, subsequently change such offering prices or yields without any requirement of prior notice. Subject to the provisions of Section 2(b) hereof, after the initial public offering, the Underwriters may offer and sell Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower (or yields greater) than the public offering prices or yields stated on page ii of the Official Statement. The Representative shall, at or before closing, execute and deliver to Norton Rose Fulbright US LLP, Dallas, Texas ("*Bond Counsel*"), an 'issue price' or similar certificate for the Certificates, together with the supporting pricing wires or equivalent communications, prepared by Bond Counsel and in substantially the form attached hereto as Exhibit A and in accordance with paragraph (b) below (the "*Issue Price Certificate*").

(b) *Establishment of Issue Price of the Certificates*. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Certificates apply:

(1) For purposes of this section, the following definitions apply:

(i) "*Public*" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Issue Price Underwriter or a Related Party to an Issue Price Underwriter,

(ii) "*Issue Price Underwriter*" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Certificates to the Public),

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(iii) a purchaser of any of the Certificates is a "*Related Party*" to an Issue Price Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "*Sale Date*" means the date of execution of this Agreement by all parties.

(2) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Certificates and shall execute and deliver to the Issuer at Closing the Issue Price Certificate, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the Initial Offering Price (as hereinafter defined) or prices to the Public of the Certificates. All actions to be taken by the Issuer under this section to establish the issue price of the Certificates may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor or to Bond Counsel.

(3) Except as set forth in Schedule II attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Certificates (the "*10% Test*") is sold to the Public as of the Sale Date as the issue price of that maturity. At or promptly after the execution of this Agreement, the Representative shall report to the Issuer the price or prices at which the Underwriters have sold to the Public each maturity of Certificates. Those maturities of the Certificates that do not satisfy the 10% Test as of the Sale Date will be identified in Schedule II and will be subject to the Hold-The-Offering-Price Rule (as hereinafter defined). For purposes of this Section, if Certificates mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Certificates.

(4) The Representative confirms that the Issue Price Underwriters have offered the Certificates to the Public on or before the date of this Agreement at the offering price or prices (the "*Initial Offering Price*"),

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or at the corresponding yield or yields, set forth in Schedule II attached hereto, except as otherwise set forth therein. Schedule II will set forth the maturities, if any, of the Certificates for which the 10% Test has not been satisfied as of the Sale Date (the "*Held Maturities*"). The Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply to the Held Maturities, which will allow the Issuer to treat the Initial Offering Price to the Public of each such maturity as of the Sale Date as the issue price of that maturity (the "*Hold-The-Offering-Price Rule*"). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Certificates, the Underwriters will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

(i) the close of the fifth (5^{th}) business day after the Sale Date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Certificates to the Public at a price that is no higher than the Initial Offering Price to the Public

The Representative shall promptly advise the Issuer when the Underwriters have sold 10% of that maturity of the Certificates to the Public at a price that is no higher than the Initial Offering Price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

(5) The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Issue Price Underwriter to comply with the requirements for establishing issue price of the Certificates, including but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, as set forth in an agreement among the Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the Public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Certificates, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Issue Price Underwriter is a party to a retail or other third-party distribution agreement that was employed in connection with the initial sale of the Certificates to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Certificates, as set forth in the retail or other third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Issue Price Underwriter shall be

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solely liable for its failure to comply with its agreement regarding the Hold-The-Offering-Price Rule and that no Issue Price Underwriter shall be liable for the failure of any other Issue Price Underwriter, any dealer who is a member of a selling group or of any broker-dealer that is a party to a retail or other third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Certificates, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Certificates.

(6) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail or other third-party distribution agreement relating to the initial sale of the Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each Issue Price Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail or other third-party distribution agreement, as applicable, to (i) (A) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires, (B) to promptly notify the Representative of any sales of Certificates that, to its knowledge, are made to a purchaser who is a Related Party to an Issue Price Underwriter participating in the initial sale of the Certificates to the Public, and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Representative shall assume that each order submitted by the dealer or broker-dealer is a sale to the Public; and

(ii) any selling group agreement relating to the initial sale of the Certificates to the Public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Certificates to the Public to require each broker-dealer that is a party to such third-party distribution agreement to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Representative or the dealer and as set forth in the related pricing wires.

The Representative acknowledges that sales of any Certificates to any person that is a Related Party to an Issue Price Underwriter shall not constitute sales to the Public for purposes of this section.

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3. *The Official Statement*.

(a) The Issuer previously has delivered, or caused to be delivered, to the Underwriters the Preliminary Official Statement dated July 1, 2022 (the "*Preliminary Official Statement*") in a "designated electronic format," as defined in Rule G-32 ("*Rule G-32*") of the Municipal Securities Rulemaking Board (the "*MSRB*"). The Issuer will prepare, or cause to be prepared, a final Official Statement relating to the Certificates, which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended (the "*Rule*"), (iii) in a "designated electronic format" and (iv) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Certificates, is herein referred to as the "*Official Statement*." Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities (which may be in electronic format) of the Preliminary Official Statement as the Representative deems reasonably necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared for use by the Underwriters in connection with the public offering, sale and distribution of the Certificates. The Issuer hereby represents and warrants that the Preliminary Official Statement has been deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(c) The Issuer hereby authorizes the Official Statement and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Certificates. The Issuer consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Certificates. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Agreement (but, in any event, not later than within seven (7) business days after the Issuer's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) the Official Statement which is complete as of the date of its delivery to the Underwriters. The Issuer shall provide the Official Statement, or cause the Official Statement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

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(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Certificates), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein, in light of the circumstances under which they were made, or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Underwriters with such information as the Representative may from time to time reasonably request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), either an amendment or a supplement to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, in light of the circumstances under which they were made, or necessary to make the statements therein not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("*DTC*") or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Representative hereby agrees to file the Official Statement (and any amendment or supplement to the Official Statement prepared in accordance with Section 3(d) above) with the MSRB through its Electronic Municipal Market Access ("*EMMA*") system on or before the date of the Closing. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. ***Representations, Warranties, and Covenants of the Issuer***. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

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(a) The Issuer is a home rule city duly created, organized and existing under the laws of the State of Texas (the "*State*"), including specifically Article XI, Section 5 of the State Constitution and the Issuer's Home Rule Charter (the "*Charter*"), and has full legal right, power and authority, and at the date of the Closing will have full legal right, power and authority, under the laws of the State, including particularly Chapter 271, Subchapter C, as amended and Texas Local Government Code Chapter 1502, as amended (together, "the *Act*"); the Charter; and the Ordinance: (i) to adopt the Certificate Ordinance and to enter into, execute and deliver this Agreement and the Continuing Disclosure Undertaking (as defined in Section 6(i)(3) hereof), and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Ordinance, and the Continuing Disclosure Undertaking are hereinafter referred to as the "*Issuer Documents*"), (ii) to sell, issue and deliver the Certificates to the Underwriters as provided herein, and (iii) to carry out and consummate the transactions described in the Issuer Documents and the Official Statement; and the Issuer has complied, and will at the Closing be in compliance in all material respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Certificate Ordinance and the issuance and sale of the Certificates, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Certificates and the Issuer Documents and (iii) the consummation by it of all other transactions described in the Official Statement and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement;

(c) The Issuer Documents will, upon execution and delivery thereof, constitute legal, valid and binding obligations of the Issuer subject to bankruptcy, insolvency, reorganization, moratorium, principles of sovereign immunity of political subdivisions and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Certificates when issued, delivered and paid for, in accordance with the Ordinance and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Ordinance and enforceable in accordance with their terms by mandamus or other relief permitted by law, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Certificates as aforesaid, the Ordinance will provide for the payment of the Certificates by the levy, assessment and collection of an ad valorem tax, within the legal limitations imposed by law upon all taxable property within the boundaries of the Issuer, sufficient to pay the principal of and interest on the Certificates when due, and the pledge (not to exceed $1,000) of the net revenues of the Issuer's waterworks and sewer system (the "*Pledged Revenues*") all as described in the Ordinance;

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(d) On the date hereof and on the date of Closing, the Issuer is not in material breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree that would have a material adverse effect upon the operations or financial condition of the Issuer; or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Certificates and/or the Issuer Documents and the adoption of the Certificate Ordinance and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the Issuer's ad valorem tax revenues and/or Pledged Revenues to be pledged to secure the Certificates, or under the terms of any such law, regulation or instrument, except as provided by the Certificates and the Ordinance;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Certificates have been duly obtained or will be obtained prior to Closing except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates;

(f) The Certificates and the Ordinance conform to the descriptions thereof contained in the Official Statement under the caption "THE CERTIFICATES;" the proceeds of the sale of the Certificates will be applied generally as described in the Official Statement under the caption "THE CERTIFICATES – Sources and Uses of Proceeds" and the Continuing Disclosure Undertaking conforms to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION";

(g) During the last five (5) years the Issuer has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with the Rule;

(h) Except as may otherwise be described in the Official Statement, on the date hereof and on the date of Closing, there is no litigation, action, suit,

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proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the levy and collection of ad valorem taxes or the assessment and collection of the Pledged Revenues, pledged to the payment of principal of and interest on the Certificates or in any way contesting or affecting the validity or enforceability of the Certificates or the Issuer Documents, or contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Certificates, the adoption of the Certificate Ordinance or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates or the Issuer Documents;

(i) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(j) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period", the Official Statement, as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(l) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Ordinance and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Certificates;

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(m) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriters, at the sole expense of the Underwriters, as the Representative may reasonably request (1) to (i) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriters may designate and (ii) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (2) to continue such qualifications in effect so long as required for the distribution of the Certificates (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(n) The financial statements of, and other financial information regarding, the Issuer in the Official Statement fairly present the financial position, results of operations and condition of the Issuer as of the dates and for the periods therein set forth; and there has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, since the dates of such statements and information;

(o) The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition or operations of the Issuer;

(p) Prior to the Closing, the Issuer will not offer or issue any, bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the ad valorem taxes or other revenues which will secure the Certificates, except as may be incurred in the ordinary course of business, without the prior approval of the Representative, such approval not to be unreasonably withheld;

(q) The Issuer, to the extent heretofore requested by the Representative in writing, has delivered to the Representative true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Certificates and, in each instance, true, correct, complete, and legible copies of all correspondence or other communications relating thereto;

(r) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein; and

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(s) The Issuer covenants that between the date hereof and the date of the Closing it will take no action which will cause the representations and warranties made in this Section to be untrue as of the date of the Closing.

By delivering the Official Statement to the Underwriters, the Issuer shall be deemed to have reaffirmed, with respect to such Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

5. ***Closing***.

(a) At 10:00 a.m., Central Time, on _____, 2022, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative (the "*Closing*"), the Issuer will, subject to the terms and conditions hereof, deliver the Certificates to the Representative or another mutually agreeable party such as the Paying Agent/Registrar (defined below), duly executed and authenticated, together with the other documents hereinafter mentioned and the Representative will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Certificates, as set forth in Section 1 of this Agreement, by a wire transfer, payable in immediately available funds, to the order of the Issuer. Payment for the Certificates as aforesaid shall be made at the offices of U.S. Bank Trust Company, National Association (the *"Paying Agent/Registrar"*), or such other place as shall have been mutually agreed upon by the Issuer and the Representative. The Initial Certificate shall be registered in the name of the Representative.

(b) Delivery of the Certificates in definitive form shall be made through DTC, utilizing the book-entry only form of issuance, and the Issuer, if it has not done so previously, agrees to enter into such agreements, including a "Letter of Representations," as may be required to allow for the use of such book-entry-only system. The definitive Certificates shall be delivered in fully registered form bearing CUSIP numbers without coupons with one certificate for each maturity of the Certificates, registered in the name of Cede & Co. and shall be made available at the offices of DTC (or, if the Certificates are to be held in safekeeping for DTC by the Paying Agent/Registrar pursuant to DTC's FAST system, at the office of the Paying Agent/Registrar) to the Representative at least one (1) business day before the Closing for purposes of inspection.

6. ***Closing Conditions***. The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Agreement to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall

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also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Certificates shall be in full force and effect and shall not have been amended, modified or supplemented, except as may be required by the Attorney General of Texas, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; (ii) the net proceeds of the sale of the Certificates and any funds to be provided by the Issuer shall be deposited and applied as described in the Official Statement and in the Ordinance; and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and counsel to the Underwriters to deliver their respective opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Certificates and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Certificate Ordinance shall have been duly adopted by the governing body of the Issuer, and the Issuer shall have duly executed and delivered and the Paying Agent/Registrar shall have duly authenticated the definitive Certificates;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that, in the reasonable judgment of the Representative, is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Certificates on the terms and in the manner described in the Official Statement;

(g) The Issuer shall not currently be in default with respect to the payment of principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Agreement shall be reasonably satisfactory in legal form and effect to the Representative; and

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(i) At or prior to the Closing, the Representative or counsel for the Underwriters shall have received a copy of each of the following documents:

(1) the Official Statement, and each supplement or amendment thereto, if any, as may have been agreed to by the Representative;

(2) a copy of the Certificate Ordinance, certified by the City Secretary of the Issuer as having been duly adopted by the Issuer and as being in full force and effect, with such supplements or amendments as may have been agreed to by the Representative or counsel to the Underwriters;

(3) the undertakings of the Issuer in the Ordinance which satisfies the requirements of section (b)(5)(i) of the Rule (collectively the "*Continuing Disclosure Undertaking*");

(4) the approving opinion of Bond Counsel with respect to the Certificates, in substantially the forms attached to the Official Statement;

(5) a supplemental opinion of Bond Counsel addressed to the Issuer and the Underwriters, substantially to the effect that:

(i) the Certificate Ordinance has been duly adopted by the and is in full force and effect;

(ii) the Certificates are exempted securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "*1933 Act*"), and the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*"), and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act or to qualify the Certificate Ordinance under the Trust Indenture Act; and

(iii) such firm has reviewed the information relating to the Certificates in the Official Statement under the captions or sub captions "THE CERTIFICATES" (exclusive of the sub captions "Book-Entry-Only System," "Certificate holder Remedies" and "Sources and Uses of Proceeds"), "TAX INFORMATION – Debt Tax Rate Limitation" "TAX MATTERS" and "CONTINUING DISCLOSURE OF INFORMATION" (exclusive of the sub caption "Compliance with Prior Undertakings") and the sub captions "Registration and Qualification of Certificates for Sale," "Legal Matters" (exclusive of the last sentence of the first paragraph thereunder thereof) and "Legal Investments and Eligibility to Secure Public Funds in Texas" under the caption "OTHER INFORMATION" in the Official Statement and such firm is of the opinion that the information relating to the Certificates and the legal issues contained under such captions and sub captions is an accurate and fair

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description of the laws and legal issues addressed therein and such information conforms to the Ordinance.;

(6) an opinion, dated the date of the Closing and addressed to the Underwriters, of counsel to the Underwriters, to the effect that:

(i) the Certificates are exempted securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act and the Ordinance need not be qualified under the Trust Indenture Act; and

(ii) based upon their participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel for the Underwriters and their participation at conferences at which the Preliminary Official Statement and the Official Statement were discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained therein, such counsel has no reason to believe that the Official Statement, as of its date and as of the date of the Closing, contained or contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its book-entry system, as to which no view is expressed);

(7) a certificate, dated the date of Closing, of an appropriate official of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) except as may otherwise be disclosed in the Official Statement, no litigation or proceeding against the Issuer is pending or, to the best of his or her knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the councilmembers, officers or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Certificates or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting ad valorem taxes and/or revenues, including for payments on the Certificates, pursuant to the Ordinance, or the levy or collection of the ad valorem taxes and/or revenues pledged to pay the principal of and interest on the Certificates, or the pledge thereof; (iii) all official action of the Issuer relating to the Official Statement, the Certificates and the Issuer Documents have been duly taken by the Issuer, are in full force and effect and have not been modified, amended,

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supplemented or repealed; (iv) to the best of his or her knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of Closing, does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (v) there has not been any material adverse change in the financial condition of the Issuer since September 30, 2021, the latest date as of which audited financial information is available;

(8) a certificate of the Issuer, dated the date of the Closing, of an appropriate official of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriters setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Certificates will be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code;

(9) the approving opinions of the Attorney General of the State of Texas and the registration certificates of the Comptroller of Public Accounts of the State of Texas in respect of the Certificates;

(10) any other certificates and opinions required by the Ordinance for the issuance thereunder of the Certificates;

(11) evidence satisfactory to the Representative that the Certificates have been assigned ratings of "AA" by S&P Global Ratings and "Aa3" by Moody's Investors Service, Inc., and that such ratings are in effect as of the date of Closing; and

(12) such additional legal opinions, certificates, instruments and other documents as the Representative, Bond Counsel, or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

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All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Representative.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 1 (with respect to the Good Faith Deposit), 4 and 8 hereof shall continue in full force and effect.

7. ***Termination***. The Underwriters shall have the right to cancel their obligation to purchase the Certificates if (as evidenced by a written notice to the Issuer terminating the obligation of the Underwriters to accept delivery of and pay for the Certificates), between the date of this Agreement and the Closing, the market price or marketability of the Certificates, or the ability of the Underwriters to enforce contacts for the sale of Certificates, shall be materially adversely affected, in the reasonable judgment of the Representative, by the occurrence of any one of the following events:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either Chamber of the Congress by any committee of such Chamber to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Certificates or the interest on the Certificates as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from

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registration under or other requirements of the 1933 Act or the Securities Exchange Act of 1934, as amended and then in effect, or that the Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as described herein or in the Official Statement or otherwise, is or would be in violation of any provision of the federal securities laws as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body in any state in which more than 15% of the Certificates have been sold shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so or a material disruption in commercial banking or securities settlement or clearances services shall have occurred;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriters;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon), or the validity or enforceability of the assessments or the levy of ad valorem taxes pledged to pay the principal of and interest on the Certificates;

(g) any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

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(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(i) there shall have occurred (whether or not foreseeable) any (i) new material outbreak of hostilities involving the United States (including, without limitation, an act of terrorism) or (ii) new material national or international calamity or crisis including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States;

(j) any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any published notice shall have been given of any intended review for possible downgrade, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations that are secured in a like manner as the Certificates (including the ratings to be accorded to the Certificates); and

(l) the purchase of and payment for the Certificates by the Underwriters, or the resale of the Certificates by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; provided, however, that such prohibition occurs after the date of this Agreement and is not caused by the intentional action, or failure to act, of the Underwriters.

With respect to the conditions described in subparagraphs (e) and (l) above, the Underwriters are not aware of any current law, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriters to invoke their termination rights hereunder.

8. *Expenses*.

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay or reimburse, if applicable, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Certificates, (ii) the fees and disbursements of Bond Counsel; (iii) the fees and disbursements of the Financial Advisor to the Issuer; (iv) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (v) the fees for bond ratings; (vi) the costs of preparing, printing and mailing the Preliminary Official Statement and the Official Statement; (vii) the fees and expenses of the Paying Agent/Registrar; (viii) advertising expenses (except any advertising expenses of the Underwriters as set forth below); (ix) the out-of-pocket, miscellaneous and

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closing expenses, including the cost of travel, of the officers and councilmembers of the Issuer; (x) the Texas Attorney General's transcript review fee; and (xi) any other expenses mutually agreed to by the Issuer and the Representative to be reasonably considered expenses of the Issuer which are incident to the transactions described herein.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Certificates; (iii) all other expenses incurred by them in connection with the public offering of the Certificates, including the fees and disbursements of counsel retained by the Underwriters, and (iv) other expenses incurred at the Underwriters' discretion (including, but not limited to, travel, lodging, meals, entertainment, deal mementos and similar expenses).

(c) The Issuer acknowledges that the Underwriters will pay from the underwriters' expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas ("*MAC*"), a non-profit corporation whose purpose is to collect, maintain and distribute information relating to the issuing entities of municipal securities. Employees of certain of the Underwriters serve on the Board of Trustees of the MAC.

9. ***Notices***. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to City of Celina, 142 N. Ohio Street, Celina, Texas 75009, Attention: Assistant City Manager; and, any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 5956 Sherry Lane, Suite 1900, Dallas, Texas 75225, Attention: Jim Buie.

10. ***Parties in Interest***. This Agreement as heretofore specified shall constitute the entire agreement between the Issuer and the Underwriters and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Certificates pursuant to this Agreement; and (iii) any termination of this Agreement.

11. ***Effectiveness***. This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

12. ***Choice of Law***. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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13. ***Severability***. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. ***Business Day***. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

15. ***Section Headings***. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. ***Counterparts***. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

17. ***No Personal Liability***. None of the members of the City Council, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

18. ***Entire Agreement***. This Agreement represents the entire agreement between the Issuer and the Underwriters with respect to the preparation of the Preliminary Official Statement and the Official Statement, the conduct of the offering, and the purchase and sale of the Certificates.

19. ***No 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, each of the Underwriters 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 the Issuer 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 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

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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.

20. ***No Terrorist Organization***. Each of the Underwriters represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or Texas law and excludes each Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

21. ***No 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 ("SB 13")), Texas Government Code, as amended, each of the Underwriters 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 Issuer 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 SB 13) by reference to Section 809.001, Texas Government Code (also as enacted by SB 13), 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) of this Section 21.

22. ***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 ("SB 19")), Texas Government Code, as amended, each of the Underwriters 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

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to enable the Issuer 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,

(a) "discriminate against a firearm entity or firearm trade association," a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (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,

(b) "firearm entity," a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB 19, 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 SB 19, 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 SB 19, 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

(c) "firearm trade association," a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), 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.

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23. ***Affiliate***. As used in Sections 19 through 22, each of the Underwriters understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with such Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

24. ***Attorney General Standing Letter***. Each Underwriter represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in Sections 19 through 22 of this Agreement in a form accepted by the Texas Attorney General. In addition, if any Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Underwriter receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), such Underwriter shall promptly notify the Issuer and Bond Counsel (if it has not already done so) and provide to the Issuer or Bond Counsel, two business days prior to Closing and additionally upon request by the Issuer or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the Issuer and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that such Underwriter (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail

25. ***Comptroller Verification Request***. Each of the Underwriters represents that neither it nor its parent company, a wholly-owned or majority-owned subsidiary or any other affiliate of such Underwriter has received a letter from the Texas Comptroller of Public Accounts pursuant to Section 809, Texas Government Code seeking verification that it does not boycott energy companies (a "Comptroller Letter").

26. ***Term of the Agreement***. Except for the representations and warranties designated as surviving the term of the Agreement, the term of this Agreement shall end on _____, 2022, the 25th day after the end of the underwriting period.

[*Signature Page Follows.*]

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Representative. This Agreement shall become a binding agreement between the Issuer and the Underwriters when at least the counterpart of this Agreement shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RAYMOND JAMES & ASSOCIATES, INC., as Representative

By:_____
Name:_____
Title:_____

ACCEPTED at _____ [a.m./p.m.] central time this _____ day of _____, 2022.

CITY OF CELINA, TEXAS

By:_____
Name:_____
Title: _____

Schedule I – List of Underwriters
Schedule II – Schedule of Terms
Exhibit A – Form of Issue Price Certificate

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SCHEDULE I

LIST OF UNDERWRITERS

Raymond James & Associates, Inc.

BOK Financial Securities, Inc.

UMB Bank, N.A.

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SCHEDULE II

$_____
City of Celina, Texas
Tax and Waterworks and Sewer System (Limited Pledge) Revenue
Certificates of Obligation, Series 2022

Interest Accrues From: Date of Delivery

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield[(a)]

_____

(a) The initial reoffering prices or yields of the Certificates are furnished by the Underwriters and represent the initial offering prices or yields to the public, which may be changed by the Underwriters at any time; subject, however, to the provisions of the Agreement to which this Schedule is attached.

(b) The Certificates stated to mature on and after September 1, 20__, are subject to optional redemption, in whole or in part, prior to maturity on September 1, 20__, or any date thereafter at the par value thereof plus accrued interest to the date fixed for redemption.

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

$_____

CITY OF CELINA, TEXAS TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022

The undersigned, on behalf of RAYMOND JAMES & ASSOCIATES, INC., as representative (the "*Representative*") of the underwriters (the "*Underwriting Group*"), of the above captioned obligations (the *"Certificates*") of the CITY OF CELINA, TEXAS (the *Issuer*), hereby certifies as set forth below with respect to the sale and issuance of the Certificates. The Representative has implemented processes and procedures internally and among the Underwriting Group to obtain the information necessary to make the certifications made in this Certificate. Accordingly, the certifications herein made are based upon the information available to and obtained by the Representative through these processes and procedures.

Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

Initial Offering Price of the Hold-the-Offering-Price Maturities.

The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule B.

As set forth in the Bond Purchase Agreement, the Underwriting Group agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.

Defined Terms.

General Rule Maturities means those Maturities of the Certificates listed in Schedule A hereto as the "General Rule Maturities."

Hold-the-Offering-Price Maturities means those Maturities of the Certificates listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Representative sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

Maturity means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is July 12, 2022.

Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Certificates and with respect to compliance with the federal income tax rules affecting the Certificates, and by Norton Rose Fulbright US LLP in connection with rendering their opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates.

Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Representative is not engaged in the practice of law. Accordingly, the Representative makes no representation as to the legal sufficiency of the factual matters set forth herein.

[*The remainder of this page left intentionally blank.*]

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RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Dated: _____

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SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

GENERAL RULE MATURITIES

HOLD-THE-OFFERING-PRICE MATURITIES

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(*Attached*)

Attachment: Celina CO 2022 - Draft Purchase Agreement (Series 2022 Certificates of Obligation - $70M)

ORDINANCE NO. 2022-__

AN ORDINANCE authorizing the issuance of "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022"; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's combined waterworks and sewer system; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation (the "Notice") in the maximum principal amount of $70,000,000 for the purpose of paying contractual obligations to be incurred for (i) renovating, improving and equipping existing buildings or facilities, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iii) designing, constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles therefor, (iv) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (v) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor and (vi) professional services rendered in connection therewith; has been (a) duly published in the *Celina Record*, a newspaper hereby found and determined to be of general circulation in the City of Celina, Texas, on April 25, 2022 and May 2, 2022, the date the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (b) duly published continuously on the City's website for at least forty-five (45) days before the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, the City Council met on June 14, 2022 and announced at the meeting that the consideration of the ordinance authorizing the certificates of obligation described in the Notice would be delayed to the July 12, 2022 meeting of the City Council; and

WHEREAS, the Notice designating June 14, 2022 as the tentative date the City Council would consider the ordinance authorizing the issuance of the Certificates was duly published on the City's website starting on April 25, 2022 and has been continuously published on the City's website to the date hereof; and

WHEREAS, the City Council hereby finds and determines that the time period for qualified voters of the City to submit a petition as authorized by Section 271.049, Texas Local Government Code has remained open from the date of the adoption of the resolution authorizing the giving of the Notice to the date hereof; and

Attachment: CELINA CO 2022 - Ordinance - delayed sale (Series 2022 Certificates of Obligation - $70M)

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this ordinance; and

WHEREAS, the Council hereby finds and determines that the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of $_____ to be designated and bear the title "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) renovating, improving and equipping existing buildings or facilities, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iii) designing, constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles therefor, (iv) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (v) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor and (vi) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations – Authorized Denominations – Stated Maturities – Certificate Date. The Certificates are issuable in fully registered form only; shall be dated June 15, 2022 (the "Certificate Date") and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on September 1 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)	Interest Rate (%)
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		

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2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047

The Certificates shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchaser at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months), and such interest shall be payable on March 1 and September 1 of each year, commencing March 1, 2023 until maturity or prior redemption.

SECTION 3: Terms of Payment Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of U.S. Bank National Association, Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each interest payment date) and shall be paid by the

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Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates maturing on and after September 1, 2032 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on September 1, 2031, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

At least forty five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor.

(b) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by $5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(c) [Mandatory Redemption. The Certificates a having Stated Maturity of September 1, 2038 (collectively, the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

Term Certificates due September 1, 20__

Redemption Date	Principal Amount ($)
September 1, 20__	_____
September 1, 20__ (maturity)	_____

At least forty-five (45) days prior to the mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates

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to be redeemed on the next following February 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificate not selected for prior redemption shall be paid on the date of its Stated Maturity.

The principal amount of the Term Certificates required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.**]**

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any

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Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the single Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the single Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be “Predecessor Certificates”, evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term “Predecessor Certificates” shall include any mutilated, lost, destroyed or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of “Book-Entry-Only”

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securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates with one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any

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time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2022

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
June 15, 2022	_____%	September 1, 20__	_____

Registered Owner:

Principal Amount: DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal

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Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchaser) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 in each year, commencing March 1, 2023, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) renovating, improving and equipping existing buildings or facilities, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iii) designing, constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way and the acquisition of vehicles therefor, (iv) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (v) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor and (vi) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Certificates maturing on the date hereinafter identified (collectively, the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the

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Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

Term Certificates due September 1, 20__

Redemption Date	Principal Amount ($)
September 1, 20__	_____
September 1, 20__ (maturity)	_____

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like stated maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.**]**

The Certificates maturing on and after September 1, 2032 may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on September 1, 2031 or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

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With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a limited pledge of the Net Revenues of the City's combined Waterworks and Sewer System (the "System"), such pledge being limited to an amount of $1,000 and being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the Prior Lien Obligations (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the

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event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforestated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF CELINA, TEXAS

_____
[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

_____
City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	
OF PUBLIC ACCOUNTS	)	REGISTER NO. _____
THE STATE OF TEXAS	)	

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I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in St. Paul, Minnesota, is the "Designated Payment/Transfer Office" for this Certificate.

U.S. BANK TRUST COMPANY NATIONAL ASSOCIATION, Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

_____

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

_____

_____

(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

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Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED NO. T-1 REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2022

Certificate Date: June 15, 2022

Registered Owner: _____

Principal Amount: _____

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on September 1 in each of the years and in principal installments in accordance with the following schedule:

YEAR OF MATURITY	PRINCIPAL INSTALLMENTS ($)	INTEREST RATE (%)

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the date of delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year, commencing March 1, 2023, until maturity or prior redemption. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by U.S. Bank National Association, Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of

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the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Obligations" shall mean tax and revenue obligations hereafter issued which by their terms are payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificates" shall mean the "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the annual financial accounting period used with respect to the operations of the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

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(g) The term "Gross Revenues" shall mean, with respect to the System and for any defined period, all income and revenues derived from the operation and ownership of the System, excluding, however, meter deposits, gifts, grants in aid of construction and similar kinds of receipts and moneys restricted as to use or expenditure.

(h) The term "Net Revenues" shall mean, with respect to the System and for any defined period, the Gross Revenues of the System after deducting the System's Operating and Maintenance Expenses.

(i) The term "Operating and Maintenance Expenses" shall mean, for any defined period, all current expenses and costs of operating and maintaining the System, including all salaries, labor, materials and repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any Certificates or obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining "Net Revenues". Depreciation and payments into and out of the funds maintained for the payment of the Prior Lien Obligations and similar funds maintained for the payment of obligations payable from and secured by a lien on and pledge of the Net Revenues shall never be considered as Operating and Maintenance Expenses.

(j) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(k) The term "Prior Lien Obligations" shall mean (A) all revenue bonds or other obligations hereafter issued, payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, and (B) obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates.

(l) The term "System" shall mean all plants, properties and facilities owned, operated and maintained by the City for the supply, storage and distribution of treated water and the collection, treatment and disposal of water-carried wastes, together with all future improvements, extensions, enlargements and additions thereto and replacements thereof.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2022 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the

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"Certificate Fund"), and all moneys deposited to the credit of such fund shall be shall be kept and maintained in a special banking account at the City's depository bank. The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary, individually or collectively, of the City are hereby authorized and directed to make withdrawals from said fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the

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payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates (or a sinking fund of 2% if greater than the amount due and payable on the Certificates) between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

Any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 13: Limited Pledge of Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an amount equal to $1,000 are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the limited pledge of $1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System (until such time as the City shall pay all of such $1,000, after which time the pledge shall cease) in accordance with the terms and provisions hereof. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of the Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of the Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

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First: To the payment of all necessary and reasonable Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues thereof.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment, equally and ratably, of the amounts pledged to the payment of the Certificates, the "City of Celina, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2021A" (the "Series 2021A Certificates") and Additional Obligations, if any.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Net Revenues of the System ($1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Chapter 271, as amended.

(b) Other than for the payment of the Prior Lien Obligations, the Series 2021A Certificates and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

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SECTION 18: Issuance of Prior Lien Obligations and Additional Parity Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

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Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 36 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

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SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or

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indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by

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law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, the general fund, or other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary, individually or collectively, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 24: Sale of Certificates – Official Statement Approval. The Certificates authorized by this Ordinance have been and are hereby sold to Raymond James & Associates,

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Inc., BOK Financial Securities, Inc. and UMB Bank, N.A. (herein collectively referred to as the "Purchasers") in accordance with the Purchase Agreement dated July 12, 2022 (the "Purchase Agreement"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute the Purchase Agreement for and on behalf of the City and as the act and deed of this City Council, and in regard to the approval and execution of the Purchase Agreement, the City Council hereby finds, determines and declares that the terms of the sale are in the best interests of the City and the representations, warranties and agreements of the City contained therein are true and correct in all material respects and shall be honored and performed by the City.

The use of the Preliminary Official Statement by the Purchaser in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary, any one or more of said officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement, dated July 12, 2022, in the reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and City Secretary are further authorized to deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content authorized to be delivered by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 25: Proceeds of Sale. The proceeds of sale of the Certificates, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a depository bank of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., as amended, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 26: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

SECTION 27: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either

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before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 29: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 30: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 31: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 32: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 33: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 34: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 35: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

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SECTION 36: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2022, financial information and operating data with respect to the City of the general type of information contained in tables 1 through 6, 8 through 14, 19 and 20 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2022, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or

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determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of holders of the Certificates, if material;

(8) Certificate calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of

Attachment: CELINA CO 2022 - Ordinance - delayed sale (Series 2022 Certificates of Obligation - $70M)

any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Attachment: CELINA CO 2022 - Ordinance - delayed sale (Series 2022 Certificates of Obligation - $70M)

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally]

Attachment: CELINA CO 2022 - Ordinance - delayed sale (Series 2022 Certificates of Obligation - $70M)

PASSED AND ADOPTED, this July 12, 2022.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

Attachment: CELINA CO 2022 - Ordinance - delayed sale (Series 2022 Certificates of Obligation - $70M)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

Attachment: CELINA CO 2022 - Ordinance - delayed sale (Series 2022 Certificates of Obligation - $70M)

EXHIBIT B

PURCHASE AGREEMENT

Attachment: CELINA CO 2022 - Ordinance - delayed sale (Series 2022 Certificates of Obligation - $70M)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: July 12, 2022
Re: 22-01 Annexation Petition Verification

Action Requested:
Discussion regarding City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 299 acres, in the extraterritorial jurisdiction; generally located north of future Frontier Parkway, east of Smiley Road, south of future Stallcup Boulevard, and west of future Peterman Parkway, as described below. (22-01 Annexation Petition Verification) (Field)

1. Collin CAD Property ID 1013584, being an approximate 14.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),
2. Collin CAD Property ID 998772, being an approximate 36.79 acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),
3. Collin CAD Property ID 1011586, being an approximate 24.98 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 6; generally located approximately 50 feet west of future Coit Road and approximately 30 feet north of future Old Glendenning Road (VP Caravan NoteCo LLC),
4. Collin CAD Property ID 1011602, being an approximate 62.14 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 8; generally located at the southeast corner of future Coit Road and County Road 92 (VPTM Cross Creek LB LLC),
5. Collin CAD Property ID 2841668, being an approximate 37.70 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 20; generally located west of future Coit Road and north of future Old Glendenning Road (VPTM Cross Creek LB LLC)
6. Collin CAD Property ID 2506775, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),
7. Collin CAD Property ID 986473, being an approximate 29.83 acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 6; generally located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),

8. Collin CAD Property ID 2143120, being an approximate 10.04 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),
9. Collin CAD Property ID 2711132, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),
10. Collin CAD Property ID 1225221, being an approximate 10.48 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),
11. Collin CAD Property ID 991733, being an approximate 12.91 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 11; generally located west of future Legacy Drive and approximately 1,320 feet south of future J. Fred Smith Parkway (Smith, Tracy D. & Dawn L.),
12. Collin CAD Property ID 2142193, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),
13. Collin CAD Property ID 2649863, being an approximate 11.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),
14. Collin CAD Property ID 2507796, being an approximate 5.16 acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),
15. Collin CAD Property ID 1766084, being an approximate 2.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)
16. Collin CAD Property ID 992153, being an approximate 0.40 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),
17. Collin CAD Property ID 985401, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0357 in the German Emigration Co Survey, Tract 12; generally located west of Louisiana Drive and approximately 945 feet north of Old Preston Trail (Gibson, Joe Elzie & Dessie Imogene),
18. Collin CAD Property ID 2665774, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC), and
19. Denton CAD Property ID 159732, being an approximate 1.00 acre tract of land in Denton County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).

Background Information:

Please refer to the attachments for additional information.

Supporting Documents:

- Location Map
- C-4 Annexation Application
- Petition Verification Table

Staff Recommendation:

NA

Attachment: Location Map (22-01 Annexation Petition Verification)

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 6/29/2022

Legend

- Ultimate Boundary
- Roads
- Petition
- Potential Annexation

N
W E
S

0 4,250 8,500 Feet

C-4 VOLUNTARY ANNEXATION PETITION OF THE CITY OF CELINA, TEXAS:

The City of Celina has adopted a Resolution of Intent to annex the area described below, provided notice and conducted a public hearing as required by Texas Local Government Code Sections 43.0682, 43.0683 and 43.0684. The City of Celina is now seeking to gather signatures of more than 50% of the registered voters of the area OR, if the registered voters of the area do not own more than 50% of the land in the area, the owners having an ownership interest greater than 50% of the hereinafter described tract(s) or parcel(s) of land (collectively, the "Area").

ONLY IF YOU CONSENT TO THE ANNEXATION OF YOUR PROPERTY AND/OR THE PROPERTY UPON WHICH YOU RESIDE AS A REGISTERED VOTER, execute a signature page below that indicates (A) whether you are an owner of property in the Area, (B) a registered voter in the Area, or (C) both. If the number of signatures required by state law are received, annexation will extend the present city limits over the Area, containing approximately 299 acres of land, described as follows:

1. **Collin CAD Property ID 1013584, being an approximate 14.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),**
2. **Collin CAD Property ID 998772, being an approximate 36.79 acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),**
3. **Collin CAD Property ID 1011586, being an approximate 24.98 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 6; generally located approximately 50 feet west of future Coit Road and approximately 30 feet north of future Old Glendenning Road (VP Caravan NoteCo LLC),**
4. **Collin CAD Property ID 1011602, being an approximate 62.14 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 8; generally located at the southeast corner of future Coit Road and County Road 92 (VPTM Cross Creek LB LLC),**
5. **Collin CAD Property ID 2841668, being an approximate 37.70 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 20; generally located west of future Coit Road and north of future Old Glendenning Road (VPTM Cross Creek LB LLC)**
6. **Collin CAD Property ID 2506775, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),**
7. **Collin CAD Property ID 986473, being an approximate 29.83 acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 6; generally located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),**
8. **Collin CAD Property ID 2143120, being an approximate 10.04 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),**
9. **Collin CAD Property ID 2711132, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land**

Attachment: Application (22-01 Annexation Petition Verification)

#15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),

10. **Collin CAD Property ID 1225221, being an approximate 10.48 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),**
11. **Collin CAD Property ID 991733, being an approximate 12.91 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 11; generally located west of future Legacy Drive and approximately 1,320 feet south of future J. Fred Smith Parkway (Smith, Tracy D. & Dawn L.),**
12. **Collin CAD Property ID 2142193, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),**
13. **Collin CAD Property ID 2649863, being an approximate 11.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),**
14. **Collin CAD Property ID 2507796, being an approximate 5.16 acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),**
15. **Collin CAD Property ID 1766084, being an approximate 2.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)**
16. **Collin CAD Property ID 992153, being an approximate 0.40 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),**
17. **Collin CAD Property ID 985401, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0357 in the German Emigration Co Survey, Tract 12; generally located west of Louisiana Drive and approximately 945 feet north of Old Preston Trail (Gibson, Joe Elzie & Dessie Imogene),**
18. **Collin CAD Property ID 2665774, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC), and**
19. **Denton CAD Property ID 159732, being an approximate 1.00 acre tract of land in Denton County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).**

I desire to enter into a written agreement for municipal services to my property with the City of Celina pursuant to Section 43.0672 of the Local Government Code. If any portion of my property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that (a) I was offered a development agreement pursuant to Section 43.016 of the Local

Attachment: Application (22-01 Annexation Petition Verification)

Government Code, (b) declined said development agreement and/or entered into an agreement pursuant to Section 212.172 Local Government Code, and (c) voluntarily executed this petition.

I further certify and attest that I have the authority to petition for annexation for the portion of the Area that I own or where I am a registered voter, or both.

Attachment: Application (22-01 Annexation Petition Verification)

OWNER:

The Parks at Wilson Creek LP

Signature: _____ Number of acres owned: 50.981 acres
Print Name: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 consideration therein expressed on behalf of the Owner.

Given under my hand and seal of office this ____ day of _____, 2022.

(SEAL)

_____
NOTARY PUBLIC in and for the
STATE OF TEXAS

_____
Printed Name
My commission expires: _____

Attachment: Application (22-01 Annexation Petition Verification)

OWNER:

VPTM Cross Creek LB LLC,
a Delaware limited liability company

By: VP Caravan NoteCo LLC
Its: Sole Member

By: Värde Partners, Inc.
Its: Manager

By: _____
Name: _____
Its: _____

Number of acres owned: 24.976 acres

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 consideration therein expressed on behalf of the Owner.

Given under my hand and seal of office this ____ day of _____, 2022.

(SEAL)

_____
NOTARY PUBLIC in and for the
STATE OF TEXAS

_____
Printed Name
My commission expires: _____

Attachment: Application (22-01 Annexation Petition Verification)

OWNER:

VPTM Cross Creek LB LLC,
a Delaware limited liability company

By: VP Caravan NoteCo LLC
Its: Sole Member

By: Värde Partners, Inc.
Its: Manager

By: _____
Name: _____
Its: _____

Number of acres owned: 99.835 acres

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 consideration therein expressed on behalf of the Owner.

Given under my hand and seal of office this ____ day of _____, 2022.

(SEAL)

_____
NOTARY PUBLIC in and for the
STATE OF TEXAS

_____
Printed Name
My commission expires: _____

Attachment: Application (22-01 Annexation Petition Verification)

FOR OFFICE USE ONLY:

The City has verified that the above signatories to this voluntary petition for annexation pursuant to subchapter C-4 of Chapter 43 of the Texas Local Government Code constitute more than 50% of the registered voters of the area OR, if the registered voters of the area do not own more than 50% of the land in the area, having an ownership interest greater than 50% of the herein described Area.

The signatures hereto were gathered during the time period prescribed by Section 43.0685(b) of the Texas Local Government Code.

Date of verification by City: _____

Attachment: Application (22-01 Annexation Petition Verification)

Verification Table

Prop ID	Owner	Address	City	State	Zip	Acres
1013584	THE PARKS AT WILSON CREEK LP	8750 N CENTRAL EXPY STE 1735	DALLAS	TX	75231-6414	14.19
998772	THE PARKS AT WILSON CREEK LP	8750 N CENTRAL EXPY STE 1735	DALLAS	TX	75231-6414	36.791
1011586	VP CARAVAN NOTECO LLC	6735 SALT CEDAR WAY STE 200	FRISCO	TX	75034-9881	24.976
1011602	VPTM CROSS CREEK LB LLC	901 MARQUETTE AVE STE 3300	MINNEAPOLIS	MN	55402-3248	62.14
2841668	VPTM CROSS CREEK LB LLC	901 MARQUETTE AVE STE 3300	MINNEAPOLIS	MN	55402-3248	37.695
		Total Signed				**175.792**
2506775	LUCKY BUDDHA INVESTMENT LLC	6620 VIEJITA ST	MCKINNEY	TX	75070-7359	5
986473	DALAKI MOHAMMAD ALI	5309 BLACKHAWK DR	PLANO	TX	75093-2806	29.827
2143120	GADIRAJU RAJU &	2100 DEERFIELD DR	PLANO	TX	75023-5242	10.037
2711132	QUEST IRA INC FBO ALAGU SELVAMANI IRA#1491211 &	17171 PARK ROW STE 100	HOUSTON	TX	77084-4935	10
1225221	3G INVESTMENTS LLC	12400 PRESTON RD STE 100	FRISCO	TX	75033-6401	10.475
991733	SMITH TRACY D & DAWN L	5338 PECAN PLACE DR	MCKINNEY	TX	75071-7038	12.906
2142193	VISION & STRUCTURE LLC	4005 PRESTON LAKES CIR	CELINA	TX	75009-2284	10
2649863	LABORDE JAMES L & MARY B	9636 COUNTY ROAD 106	CELINA	TX	75009-2581	11
2507796	HOLLIS JAMES THOMAS	4472 FAULKNER POINT DR 203	GARLAND	TX	75043	5.1624
1766084	DONALDSON RICHARD L & FRANCES L	PO BOX 835	CELINA	TX	75009-0835	2
992153	HAMM DONALD & JANIE	10683 COUNTY ROAD 95	CELINA	TX	75009-3727	0.393
985401	GIBSON JOE ELZIE & DESSIE IMOGENE	2612 BROOKVIEW DR	PLANO	TX	75074-4908	10
2665774	5H VENTURES LLC	15020 KING RD	FRISCO	TX	75036-8727	5
159732	ZARATE MARIO JUANITA	PO BOX 612	PROSPER	TX	75078-0612	1
		Total Unsigned				**122.8004**
					Total Acreage	298.5924

This C-4 annexation is for a total of 298.5924 acres
The five properties which have signed represent 175.792 acres
175.792 acres out of the total acreage of 298.5924 acres represents approximately 58.9% of signatures
This is more than 50% of ownership interest, which satisifies the C-4 voluntary annexation petition process

Attachment: Verification Table (22-01 Annexation Petition Verification)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kari White, Senior Planner
CC: Jason Laumer, City Manager
Date: July 12, 2022
Re: 22-01 Annexation Petition Verification Resolution

Action Requested:
Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 299 acres, in the extraterritorial jurisdiction; generally located north of future Frontier Parkway, east of Smiley Road, south of future Stallcup Boulevard, and west of future Peterman Parkway, and that portion of all County Road rights-of-ways adjacent to said territory; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (22-01 Annexation Petition Verification Resolution) (White)

1. Collin CAD Property ID 1013584, being an approximate 14.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),
2. Collin CAD Property ID 998772, being an approximate 36.79 acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),
3. Collin CAD Property ID 1011586, being an approximate 24.98 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 6; generally located approximately 50 feet west of future Coit Road and approximately 30 feet north of future Old Glendenning Road (VP Caravan NoteCo LLC),
4. Collin CAD Property ID 1011602, being an approximate 62.14 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 8; generally located at the southeast corner of future Coit Road and County Road 92 (VPTM Cross Creek LB LLC),
5. Collin CAD Property ID 2841668, being an approximate 37.70 acre tract of land in Collin County, Texas, legally described as Abstract No. A0771 in the C. P. Rice Survey, Tract 20; generally located west of future Coit Road and north of future Old Glendenning Road (VPTM Cross Creek LB LLC)
6. Collin CAD Property ID 2506775, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Steeplechase Farms, Phase 1 (GCN), Lot 4; generally located east of future Custer Road and approximately 945 feet south of future Robinson Drive (Lucky Buddha Investment LLC),
7. Collin CAD Property ID 986473, being an approximate 29.83 acre tract of land in Collin County, Texas, legally described as Abstract No. A0810 in the W. W. Shawer Survey, Tract 6; generally

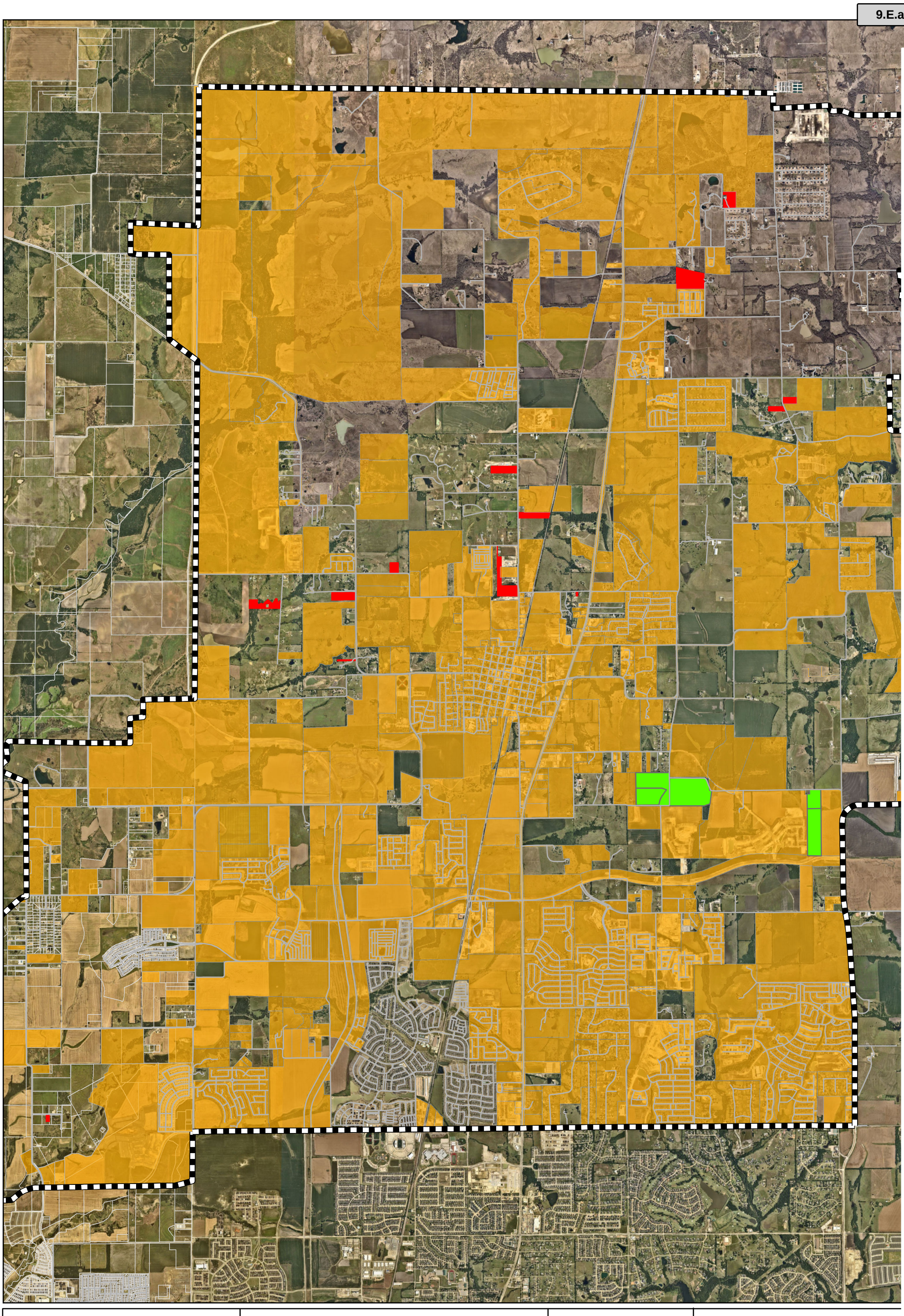
located south of future Carl Darnall Parkway and approximately 2,625 feet east of Preston Road (Dalaki, Mohammad Ali),

8. Collin CAD Property ID 2143120, being an approximate 10.04 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),
9. Collin CAD Property ID 2711132, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 1, Tract 62; generally located east of Louisiana Drive and approximately 3,985 feet south of future G. A. Moore Parkway (Quest IRA Inc FBO Alagu Selvamani IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),
10. Collin CAD Property ID 1225221, being an approximate 10.48 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 8; generally located west of Louisiana Drive and north and south of future J. Fred Smith Parkway (3G Investments LLC),
11. Collin CAD Property ID 991733, being an approximate 12.91 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 11; generally located west of future Legacy Drive and approximately 1,320 feet south of future J. Fred Smith Parkway (Smith, Tracy D. & Dawn L.),
12. Collin CAD Property ID 2142193, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),
13. Collin CAD Property ID 2649863, being an approximate 11.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0127 in the B B B & C Ry Co Survey, Tract 4; generally located north of County Road 106 and approximately 1,940 feet west of future Custer Road (LaBorde, James L. & Mary B.),
14. Collin CAD Property ID 2507796, being an approximate 5.16 acre tract of land in Collin County, Texas, legally described as Abstract No. A0130 in the B B B & C Ry Co Survey, Tract 6; generally located west of future Custer Road and approximately 1,420 feet south of future Robinson Drive (Hollis, James Thomas),
15. Collin CAD Property ID 1766084, being an approximate 2.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0804 in the Thomas Stayton Survey, Tract 2; generally located west of FM 455 and approximately 695 feet north of County Road 8 (Donaldson, Richard L. & Frances L.)
16. Collin CAD Property ID 992153, being an approximate 0.40 acre tract of land in Collin County, Texas, legally described as Abstract No. A0170 in the Collin County School Land #15 Survey, Sheet 2, Tract 20; generally located south of future J. Fred Smith Parkway and approximately 620 feet west of Preston Road (Hamm, Donald & Janie),
17. Collin CAD Property ID 985401, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0357 in the German Emigration Co Survey, Tract 12; generally located west of Louisiana Drive and approximately 945 feet north of Old Preston Trail (Gibson, Joe Elzie & Dessie Imogene),
18. Collin CAD Property ID 2665774, being an approximate 5.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A0125 in the Benjamin Brewton Survey, Tract 11; generally located north of Country Road 57 and approximately 535 feet west of future Celina Parkway (5H Ventures LLC), and
19. Denton CAD Property ID 159732, being an approximate 1.00 acre tract of land in Denton County, Texas, legally described as Smiley Acres, Lot 7; generally located south of Old Dairy Farm Road and approximately 700 feet east of Smiley Road (Zarate, Mario Juanita).

Background Information:
Please refer to the attachment for additional information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Resolution

Staff Recommendation:
Staff Recommends approval as presented.



Attachment: Location Map (22-01 Annexation Petition Verification Resolution)

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations City of Celina

Date: 6/29/2022

Legend

- Ultimate Boundary
- Roads
- Petition
- Potential Annexation

N W E S

0 4,250 8,500 Feet

LEGAL DESCRIPTION OF AREA

1. Collin CAD Property ID 1013584 (The Parks at Wilson Creek LP),
2. Collin CAD Property ID 998772 (The Parks at Wilson Creek LP),
3. Collin CAD Property ID 1011586 (VP Caravan NoteCo LLC),
4. Collin CAD Property ID 1011602 (VPTM Cross Creek LB LLC),
5. Collin CAD Property ID 2841668 (VPTM Cross Creek LB LLC)
6. Collin CAD Property ID 2506775 (Lucky Buddha Investment LLC),
7. Collin CAD Property ID 986473 (Dalaki, Mohammad Ali),
8. Collin CAD Property ID 2143120 (Gadiraju, Raju & Tsai, Feng Tzu),
9. Collin CAD Property ID 2711132 (Quest IRA Inc FBO Alagu Selvaman IRA#1491211 & Palaniappan, Selvamani & Selvamani, Alagu),
10. Collin CAD Property ID 1225221 (3G Investments LLC),

Attachment: Staff Presentation (22-01 Annexation Petition Verification Resolution)

LEGAL DESCRIPTION OF AREA

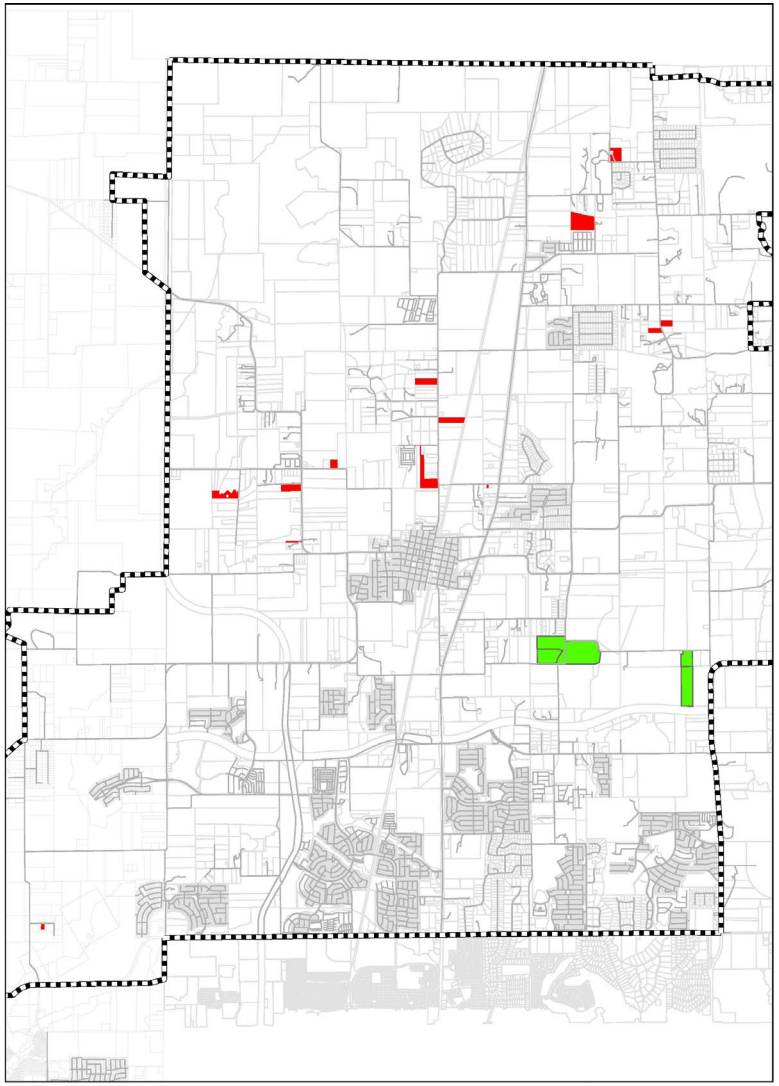
11. Collin CAD Property ID 991733 (Smith, Tracy D. & Dawn L.),
12. Collin CAD Property ID 2142193 (Vision & Structure LLC),
13. Collin CAD Property ID 2649863 (LaBorde, James L. & Mary B.),
14. Collin CAD Property ID 2507796 (Hollis, James Thomas),
15. Collin CAD Property ID 1766084 (Donaldson, Richard L. & Frances L.)
16. Collin CAD Property ID 992153 (Hamm, Donald & Janie),
17. Collin CAD Property ID 985401 (Gibson, Joe Elzie & Dessie Imogene),
18. Collin CAD Property ID 2665774 (5H Ventures LLC), and
19. Denton CAD Property ID 159732 (Zarate, Mario Juanita).

Attachment: Staff Presentation (22-01 Annexation Petition Verification Resolution)

ANNEXATION 22-01
PETITION VERIFICATION

City Council
July 12, 2022

ANNEXATION MAP



Legend

- Ultimate Boundary
- Roads
- Potential Annexations
- Petition

Attachment: Staff Presentation (22-01 Annexation Petition Verification Resolution)

ANNEXATION TIMELINE

- 2017 thru present – Deferral negotiations
- ~~January 11, 2022– Annexation Resolution~~
- ~~February 8, 2022– 1st Public Hearing~~
- July 12, 2022– Petition Verification
- August 9, 2022 – 2nd Public Hearing
- September 13, 2022 – 3rd Public Hearing and Annexation Ordinance adoption

Attachment: Staff Presentation (22-01 Annexation Petition Verification Resolution)

RECOMMENDATION

Staff recommends approval.

Attachment: Staff Presentation (22-01 Annexation Petition Verification Resolution)

CITY OF CELINA, TEXAS

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY OF CELINA, TEXAS, ACCEPTING THE CITY SECRETARY'S VERIFICATION OF THE SIGNATURES TO THE PETITION FOR ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT BEING ±299 ACRES GENERALLY LOCATED NORTH OF FUTURE FRONTIER PARKWAY, EAST OF SMILEY ROAD, SOUTH OF FUTURE STALLCUP BOULEVARD, AND WEST OF FUTURE PETERMAN PARKWAY, AND THAT PORTION OF ALL COUNTY ROAD RIGHTS-OF-WAY ADJACENT TO SAID TERRITORY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; CALLING TWO PUBLIC HEARINGS REGARDING ANNEXATION AND THE SERVICE PLAN, DIRECTING NOTICES OF PUBLIC HEARING BE PROVIDED AS PRESCRIBED BY LAW; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; 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 Counties, Texas, created in accordance with the provisions of the Texas Local Government Code (the "Act") and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter; and

WHEREAS, legal descriptions of the area proposed to be annexed is attached hereto as Exhibit "A" and the area, and adjacent right-of-way to be annexed, is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word (together the "Area"); and

WHEREAS, the City Council adopted Resolution No. R-2022-1R expressing its intent to annex the Area and containing all elements required by Section 43.0682 of the Act (the "Resolution of Intent"); and

WHEREAS, following proper notice, a public hearing was held on February 8, 2022, which date was not earlier than 21 days or later than the 30th day after the date of adoption of the Resolution of Intent, after which the City circulated a petition in conformance with the requirements of Section 43.0685 of the Act (the "Petition"); and

WHEREAS, the Petition period prescribed by Section 43.0685 of the Act has ended and the City Secretary verified to the City Council that the Petition contained the minimum number of signatures required to annex the Area; and

WHEREAS, the City Council directs publication, mailing and distribution of notice(s) for two public hearings, as required by the Act, to consider the annexation of the Area; and

Attachment: Draft Resolution (22-01 Annexation Petition Verification Resolution)

WHEREAS, all required statutory notices and procedures related to the Petition in Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the act, a Service Plan for the Area to be annexed, which was included with the Resolution of Intent, shall be presented at the public hearings and made available to the public, and is attached hereto as Exhibit "C" and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Area to be annexed, as set forth in the Petition, is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of the Area is within the extraterritorial jurisdiction of any other incorporated city or town.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct, are incorporated herein, are legislative findings of the City Council, and are made a part hereof for all purposes.

SECTION 2
ACCEPTANCE OF PETITION VERIFICATION, CALLING OF PUBLIC HEARINGS AND PROVIDING NOTICES

A. Acceptance of Petition Verification. Prior to the City Council adopting this resolution, the City Secretary, in an open meeting of the City Council, verified that:

i. the Area has a population of less than 200; and
ii. registered voters of the Area proposed to be annexed and described in the Petition do not own more than 50 percent of the land in the Area; and
iii. the Petition was signed by the owners of land in the Area that are not registered voters; and
iv. the Petition clearly stated whether each signer was signing as a registered voter of the Area, an owner of land in the Area, or both; and
v. the Petition was signed by more than 50 percent of the owners of land in the Area; and
vi. the signatures sufficient to verify the Petition were placed on the Petition during the timeframe required by Section 43.0685(b) of the Act.

The City Council hereby accepts and approves the verification, finds and affirms that the statements in this Section 2.A. are true and correct, and adopts the statements in this Section 2.A. as legislative findings of the City Council.

B. Calling of Public Hearings. The City Council hereby calls two public hearings about annexation of the Area, at which members of the public shall be given an opportunity to be heard, at **CELINA COUNCIL CHAMBERS, 112 NORTH COLORADO,**

Attachment: Draft Resolution (22-01 Annexation Petition Verification Resolution)

CELINA, TEXAS 75009, on the following dates and times (the second public hearing shall be not earlier than the 10th day after the first public hearing):

i. August 9, 2022 at 5:00 p.m.; and
ii. September 13, 2022 at 5:00 p.m.

The ordinance annexing the Area may be adopted immediately following the second public hearing called above.

C. Notice of Results of Petition and Public Hearings. The City Secretary is hereby authorized and directed to cause notice of the results of the Petition and notice of the two public hearings called by Section 2.B. to be sent to; (i) residents and property owners in the Area, (ii) any school district or public entity providing services to the Area, and (iii) any railroad having right-of-way in the Area, at least 11 days before the date of the first public hearing. In addition, such notice shall be posted on the City's website and published once in a newspaper having general circulation in the City and in the Area at least 11 days before the date of the first public hearing.

SECTION 3
SERVICE PLAN

The proposed Service Plan for the Area, attached hereto as Exhibit "C", shall be presented at the beginning of the public hearings, made publicly available and submitted in accordance with Chapter 43 of the Texas Local Government Code.

SECTION 4
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this resolution, or application thereof to any land, property, person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution, and the City Council hereby declares it would have passed such remaining portions of this resolution despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A", the City Council would have included all remaining Area having correct calls or descriptions and or would have corrected the call or description to include the entire intended Area in this resolution.

SECTION 5
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this resolution by copying the caption in the minutes of the City Council of the City of Celina and by filing this resolution in the resolution records of the City.

SECTION 6
EFFECTIVE DATE

This resolution shall be in full force and effect from and after its date of passage.

AND IT IS SO RESOLVED.

Attachment: Draft Resolution (22-01 Annexation Petition Verification Resolution)

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 12th day of July 2022.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Field, Deputy City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney/Attorney for City
City of Celina, Texas

Attachment: Draft Resolution (22-01 Annexation Petition Verification Resolution)

Exhibit "A"
LEGAL DESCRIPTION OF AREA

The City intends to annex the area, approximately 299 acres, generally located in the description below:

1. Collin CAD Property ID 1013584, being an approximate 14.19 acre tract of land in Collin County, Texas, legally described as Abstract No. A0985 in the J. B. Wilmeth Survey, Tract 2; generally located on the south side of future Sunset Boulevard and approximately 1,035 feet west of future Custer Road (The Parks at Wilson Creek LP),
2. Collin CAD Property ID 998772, being an approximate 36.79 acre tract of land in Collin County, Texas, legally described as Abstract No. A0983 in the J. B. Wilmeth Survey, Tract 5; generally located north of the future Collin County Outer Loop and approximately 1,075 feet west of future Custer Road (The Parks at Wilson Creek LP),
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8. Collin CAD Property ID 2143120, being an approximate 10.04 acre tract of land in Collin County, Texas, legally described as Abstract No. A0168 in the Collin County School Land #16 Survey, Sheet 1, Tract 5; generally located west of FM 455 and approximately 935 feet south of J. Fred Smith Parkway (Gadiraju, Raju & Tsai, Feng Tzu),
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Attachment: Draft Resolution (22-01 Annexation Petition Verification Resolution)

Sheet 1, Tract 11; generally located west of future Legacy Drive and approximately 1,320 feet south of future J. Fred Smith Parkway (Smith, Tracy D. & Dawn L.),

12. Collin CAD Property ID 2142193, being an approximate 10.00 acre tract of land in Collin County, Texas, legally described as Abstract No. A1053 in the Ousley & Floyd Survey, Tract 14; generally located approximately 1,035 feet west of Louisiana Drive and south of County Road 994 (Vision & Structure LLC),
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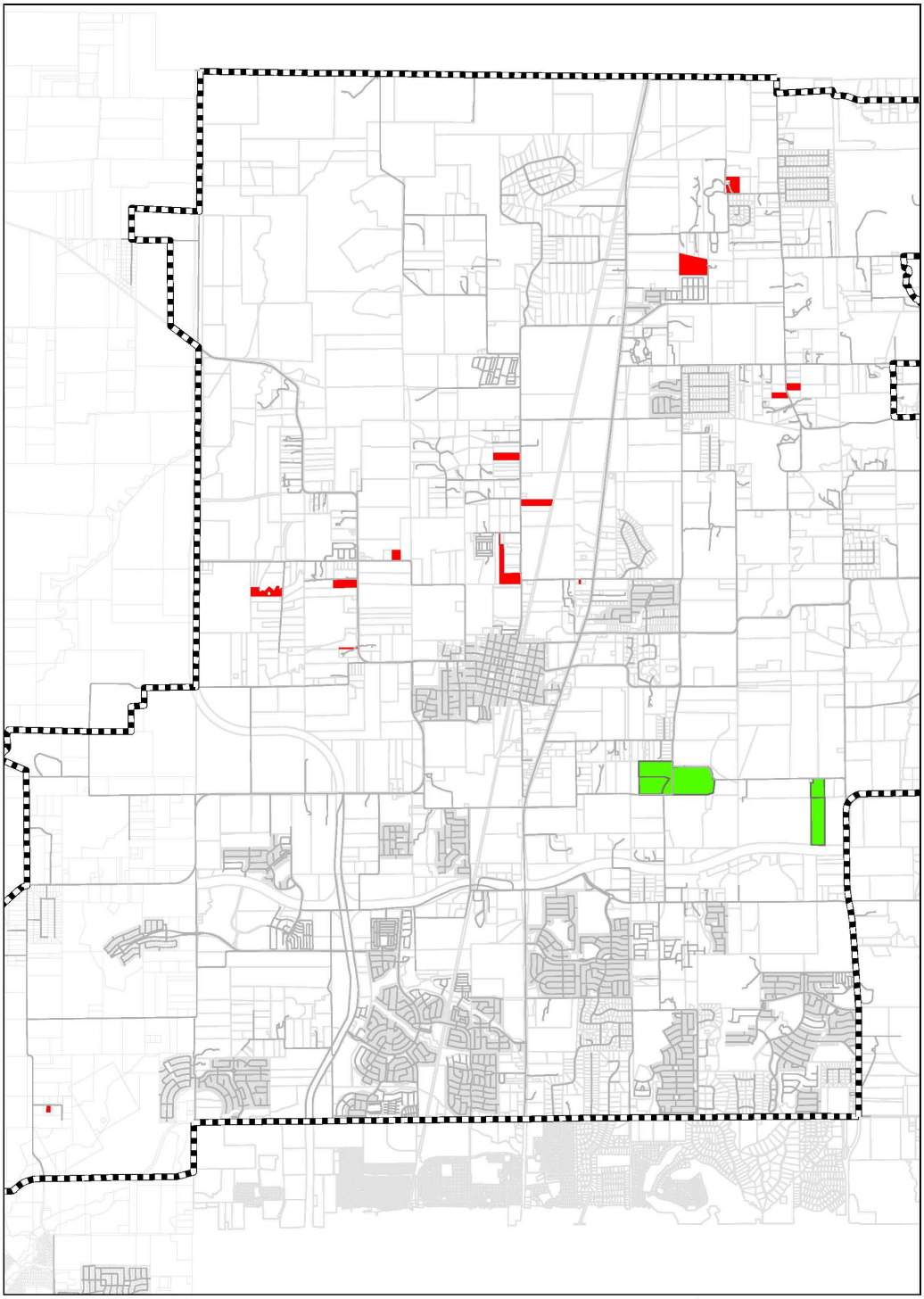
Attachment: Draft Resolution (22-01 Annexation Petition Verification Resolution)

Exhibit "B"



Attachment: Draft Resolution (22-01 Annexation Petition Verification Resolution)

Exhibit "C"
Service Plan

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level

Attachment: Draft Resolution (22-01 Annexation Petition Verification Resolution)

consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

Attachment: Draft Resolution (22-01 Annexation Petition Verification Resolution)

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

Attachment: Draft Resolution (22-01 Annexation Petition Verification Resolution)

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Attachment: Draft Resolution (22-01 Annexation Petition Verification Resolution)

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Attachment: Draft Resolution (22-01 Annexation Petition Verification Resolution)