Life Connected.

AGENDA
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, APRIL 14, 2026
4:40 PM

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. EXECUTIVE SESSION:

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

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding Legacy North.

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

B. Discussion regarding Project Latera.

C. Discussion regarding Project Highland.

D. Discussion regarding Project 151.

E. Discussion regarding Project Cypress.

F. Discussion regarding Project Opal.

G. Discussion regarding Project Origin.

H. Discussion regarding Project Storyline.

I. Discussion regarding Project Southland.

J. Discussion regarding Project Kingsmen.

K. Discussion regarding Project Dusk.

L. Discussion regarding Project Jasper.

M. Discussion regarding the Troubadour Festival.

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

N. Discussion regarding Coit Road Right of Way Acquisition.

O. Discussion regarding Carey Road Right of Way Acquisition.

P. Discussion regarding a lease for the old Celina Senior Center.

Q. Discussion regarding Project Earthman.

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

R. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, finding that a public necessity exists and authorizing condemnation to acquire right of way totaling 0.360 acres for construction of public improvements for Carey road from Legacy Drive to the eastern property line of the Bent Tree subdivision, including but not limited to, construction and maintenance of roadway, drainage, grading, such appurtenant facilities as may be necessary, and other public uses, on real property as portion of a tract of land generally described as being located in the R. Cowan Survey Abstract No. 211, City of Celina, Denton County, Texas, Denton CAD property ID #101229, such property generally located north of Carey Road and approximately 870 feet west of Legacy Drive, and being more particularly described herein; providing notice of an official determination to acquire real property for construction and maintenance of roadway, drainage, grading, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the property; ratifying prior documents made for acquisition of the property; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the property if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date. (Brawner)

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

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Recognition of Council Member Wigginton and Council Member Koehne.

B. Child Abuse Prevention Proclamation. (Tubbs)

C. The City Floodplain Management Excellence Award 2026. (Oduro)

D. CEDC Local Business Support Program - Size-Up Launch. (Satarino)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the Screening Ordinance Update. (McAfee)

B. Discussion regarding the Ironman competition. (Cullison)

VI. OPEN FORUM:

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

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

VII. CONSENT AGENDA:

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

A. Minutes Approval:
1) City Council - Regular Meeting - March 10, 2026, 5:00 p.m.

B. Consider and act to authorize and ratify Amendment 5, Parkhill Smith Cooper's Design Services MSA for the Park Administration Indoor Turf Building forensics study in the amount not to exceed $66,620.00. (Brawner)

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

D. Consider and act upon a Resolution authorizing the submission of a grant application to the Motor Vehicle Crime Prevention Authority (MVCPA) Grant Program. (Cullison)

E. Consider and act to authorize the purchase of school zone flashers and equipment for Prosper ISD Jim Bridges Middle School and Celina ISD Willard Elementary School from Consolidated Traffic Control, Inc., through a cooperative contract with Houston-Galveston Area Council cooperative purchasing program (HGACBuy), Contract #PE-05-21, for an amount not to exceed $140,761.00. (Figueroa)

F. Consider and act to adopt a Resolution accepting and approving the final artwork for the digital mural for the Downtown Center. (Kearney)

G. Consider and act to approve an Economic Development Agreement with El Puente de Celina for the annual Cinco de Mayo event. (Monaco)

H. Consider and act upon to approve an amendment to an event management contract with SBG Hospitality to include Celina Oktoberfest in the amount not to exceed $225,000.00. (Monaco)

I. Consider and act to approve a work authorization with B-Weiss Entertainment Group, LLC., for event infrastructure at Splash & Blast in an amount not to exceed $275,948.57. (Monaco)

J. Consider and act to authorize the use of contingency funds for a change order to the awarded contract for Celina Parkway (CR 52) Reconstruction, Bid 2026-004, in the amount of $82,240.00 for the addition of a right turn lane and storm drainage adjustments (Oduro)

K. Consider and act to award Bid 2026-27 for the construction of Preston Road Median Tree Replacement to Central North Construction, LLC, in the amount of $477,595.00, plus a ten (10) percent contingency of $47,759.50 for a total amount not to exceed $525,354.50. (Oduro)

L. Consider and act upon an Ordinance altering the prima facie speed limits established for vehicles under the provisions of the Transportation Code, Section 545.356 upon FM 1385, or parts thereof, within the incorporate limits of the City of Celina, beginning at the intersection of Parvin Road (Frontier Parkway); thence continuing along in a northerly direction for a distance of 2.8 miles, approximately to the northern boundary of City limits located on FM 1385 to 45 MPH. (Oduro)

M. Consider and act to approve a work authorization amendment for design services from Kimley-Horn and Associates, Inc., for the Pecan Street Improvements in an amount of $276,500.00 for a total contract amount not to exceed $822,200.00. (Oduro)

N. Consider and act to release the drainage easement on Sutton Fields East Phase 2 identified by Denton County as Instrument 2024-82061. (Oduro)

O. Consider and act to renew the agreement with EC America, Inc., for construction management software through a cooperative contract with the General Services Administration in an amount not to exceed $211,615.70. (Oduro)

P. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance No. 2020-117 by amending Section 4 of said Ordinance concerning the membership of the Board of Directors of Tax Reinvestment Zone Number Twelve, City of Celina, Texas, to authorize the City Council to serve as the City's appointees to the Board of Directors. (Owens)

Q. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance No. 2021-74 by amending Section 4 of said Ordinance concerning the membership of the Board of Directors of Tax Reinvestment Zone Number Thirteen, City of Celina, Texas, to authorize the City Council to serve as the City's appointees to the Board of Directors. (Owens)

R. Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance No. 2021-112 by amending Section 4 of said Ordinance concerning the membership of the Board of Directors of Tax Reinvestment Zone Number Fourteen, City of Celina, Texas, to authorize the City Council to serve as the City's appointees to the Board of Directors. (Owens)

S. Consider and act to approve an Assignment of Obligation to a Development, Incentives, and Facilities Agreement between the City of Celina, the Celina Economic Development Corporation and Trinity Celina, LLC. (Satarino)

T. Consider and act to authorize the purchase of bleachers for Old Bobcat Stadium within Ousley Park from Southern Bleachers Company through a cooperative contract in the amount not to exceed $254,500.00. (Walsh)

U. Consider and act to authorize the purchase of a fuel tank with two (2) pumps from JF Petroleum Group through a cooperative contract with BuyBoard #772-25 for an amount not to exceed $170,000.00. (White)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon a Major Modification to the design standards in the Downtown Code, in order to allow for the development of Senior Independent Living; generally located at the southeast corner of Main Street and Oklahoma Drive, within the Downtown Code - Preston Streams District, for Preston Club. (McAfee)

B. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance, for a Specific Use Permit (SUP) to allow for an Auto, Gas Pumps/Fuel Sales use on approximately two (2) acres; generally located at the northeast corner of Frontier Parkway and Preston Road, within the City limits, for Murphy USA (Celina Gateway). (Mohan)

C. Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately eight (8) acres; generally located west of FM 455 (future Legacy Drive) and approximately 650 feet north of future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ), for Yellow Door Storage. (Mohan)

D. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately eight (8) acres to a Planned Development (PD) with Commercial, Office, and Retail District (C) base zoning, and modified development standards; generally located west of FM 455 (future Legacy Drive) and approximately 650 feet north of future O'Brien Drive, for Yellow Door Storage. (Mohan)

E. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending an approximate 28 acre portion of Planned Development (PD) No. 122 with modified development standards; generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway, within the City limits, for Uptown Commerce Center. (McAfee)

F. Conduct a Public Hearing to consider and act upon an Ordinance amending Ordinance No. 2025-02, the City's Master Thoroughfare Plan and Map. (Oduro)

IX. ACTION ITEM:

A. Consider and act to award Bid 2026-028 for the Glendenning Transmission Line project to S.J. Louis Construction of Texas, LTD., in the amount of $16,718,733.73, plus a ten (10) percent contingency of $1,671,873.37 for a total amount not to exceed $18,390,607.10. (Brawner)

X. ADJOURNMENT:

City of Celina, TX Taxpayer Impact Statement

(Required under Texas Government Code 551.043 as amended by HB 1522, effective September 1, 2025)
This notice informs taxpayers of the impact of the adopted budget and tax rate for Fiscal Year 2025-2026, comparing what would be paid under the no-new-revenue tax rate versus the adopted tax rate.

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

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

Estimated Annual Tax Bill Comparison

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

Calculations

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

Summary

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

"I, the undersigned authority, do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: _____ at ___:_____ and remained so posted continuously for at least three (3) business days prior to the scheduled time of said meeting."

_____

Ashley Owens, City Secretary

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

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Discussion regarding the Screening Ordinance Update. (McAfee)

Background Information:
The screening wall and fence standards were adopted with the 2019 rewrite of the Zoning Ordinance. The standards were intended to ensure the screening of non-residential development and service equipment from roadways, open space corridors, and residential properties to protect property values and quality of life. Maintenance of existing ordinances is considered routine to maintain a healthy and functional regulatory framework. Additionally, cleaner ordinance language saves time in the permitting process.

Screening is required in the following situations:

- Screening single-family residential from non-residential and multifamily development.
- Screening of single-family developments from adjacent thoroughfares
- Screening of waste and recycling collection areas and all other service-related equipment
- Screening of mechanical, plumbing, and electrical equipment.
- Screening of loading docks, ramps, and spaces.
- Screening of above-ground mechanical equipment at utility substations and tower facilities.

Screening walls are required to be masonry, 8-feet tall, and to have columns, a decorative cap, lintels, and soldier courses.

Residential lots typically utilize wooden fences with metal posts. The smooth side of the fence is required to face outward, so that the posts are internal. Open fencing is required along open space and floodplains.

The proposed changes clarify applicability, height, materials, wall maintenance easements, shared boundary situations, and internal policy, where possible, to improve customer service and understanding. Additionally, the changes eliminate language that does not add value or can not be enforced, and simplify and consolidate standards.

This item was discussed at the March 26, 2026, Planning & Zoning Commission meeting. The Commission did not have any concerns with the proposed revisions.

Legal Review:
N/A

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

Financial Consideration:
N/A

Staff Recommendation:
N/A



Screening Walls & Fences

Ordinance Update

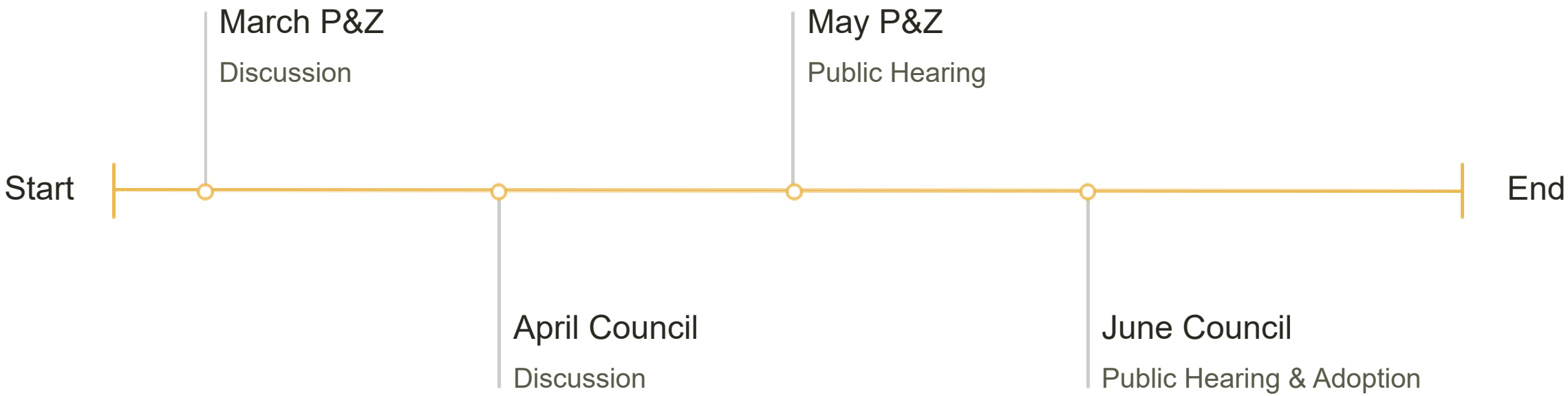
City Council

April 14, 2026

BACKGROUND

- Maintenance of existing ordinances is considered routine in order to maintain a healthy and functional regulatory framework
- Cleaner ordinance language saves time in permitting
- Screening wall and fence standards were adopted with the 2019 rewrite of the Zoning Ordinance
- Intended to ensure the screening of non-residential development and service equipment from roadways, open space corridors, and residential properties to protect property values and quality of life

TIMELINE


March P&Z
Discussion
May P&Z
Public Hearing
Start
End
April Council
Discussion
June Council
Public Hearing & Adoption

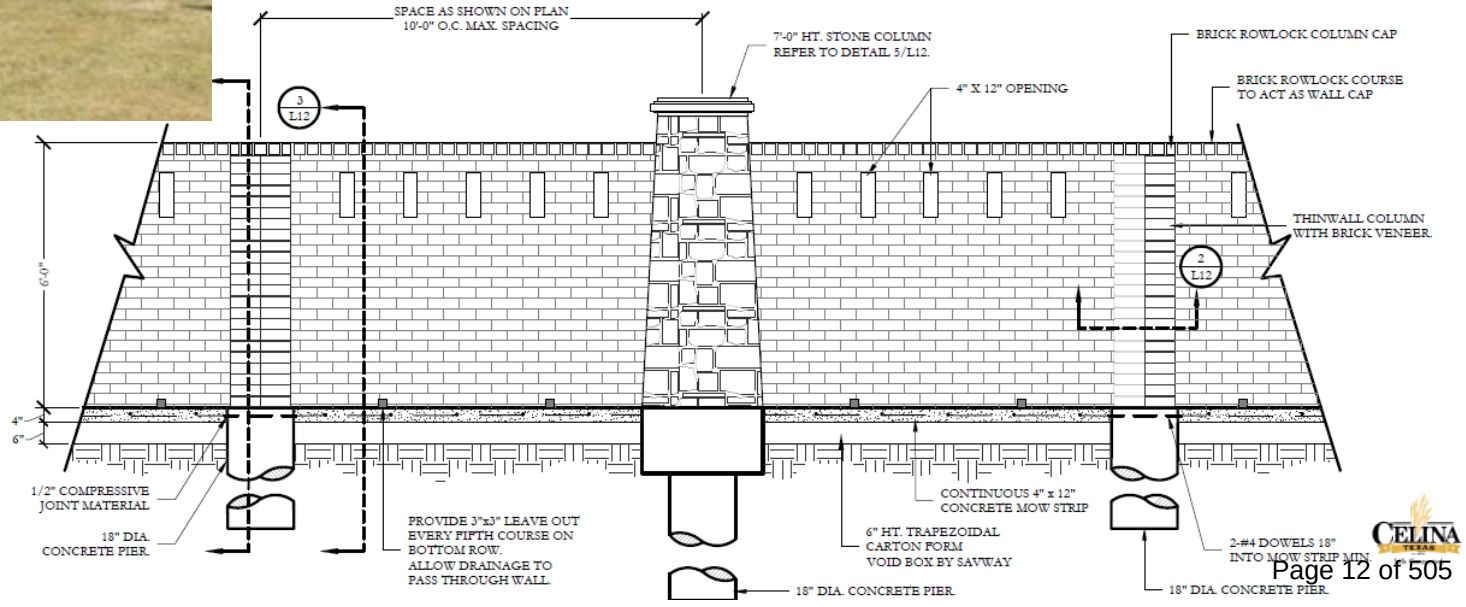
SCREENING OVERVIEW (CURRENT REQUIREMENTS)

- Screening walls are required to be masonry and 8-feet tall
- Screening is required in the following situations:
  - Screening single-family residential from non-residential and multifamily development.
  - Screening of single-family developments from adjacent thoroughfares
  - Screening of waste and recycling collection areas and all other service related equipment
  - Screening of mechanical, plumbing, and electrical equipment.
  - Screening of loading docks, ramps, and spaces.
  - Screening of above-ground mechanical equipment at utility substations and tower facilities.
- Screening walls are required to have columns, decorative cap, lintels, and soldier courses

SCREENING OVERVIEW (CURRENT REQUIREMENTS)







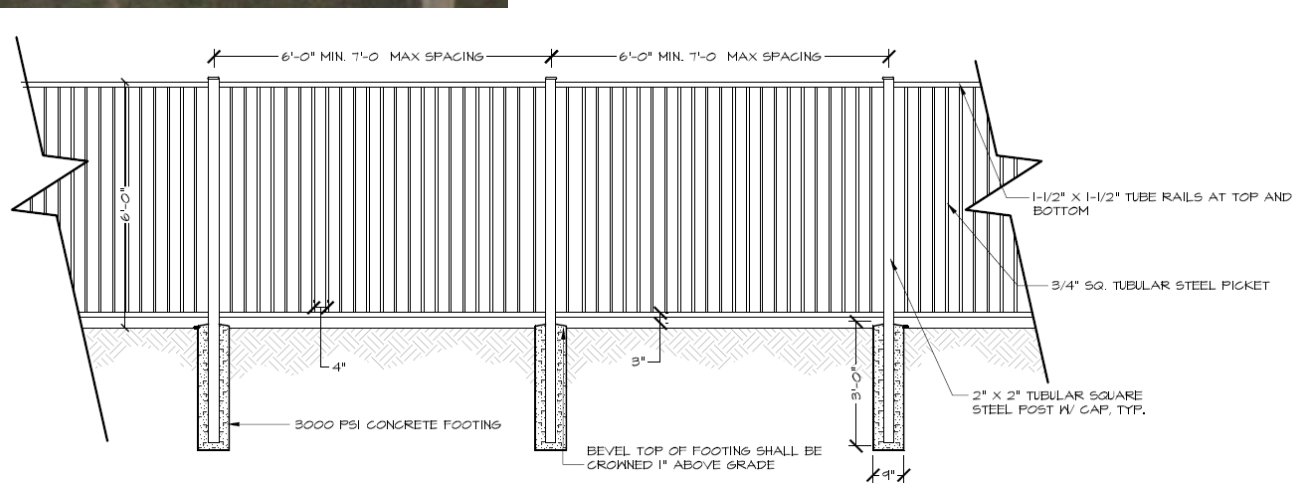
FENCES OVERVIEW (CURRENT REQUIREMENTS)

- Residential lots typically utilize wooden fences
- The smooth side of the fence shall face outward, so that the posts are internal
- Metal posts are required
- Open fencing is required along open space and flood plains

FENCES OVERVIEW (CURRENT REQUIREMENTS)



Open fencing adjacent to open space



PROPOSED REVISIONS

- The redline of proposed changes is in the packet
- Clarified internal policy where possible to improve customer service and understanding
- Eliminated platitude-type language that did not add value or could not be enforced
- Simplified and consolidated standards
- Clarified applicability, height, and material requirements
- Clarified wall maintenance easements, the use of pre-cast walls, and shared boundary situations

PROPOSED REVISIONS

- Clarified internal policy where possible to improve customer service and understanding

-Cul-de-sac and U-shaped adjacency. If a u-shaped, single-loaded street or the bulb of the cul-de-sac abuts a ~~collector or arterial~~ roadway sixty (60) feet or greater, the screening across the landscaped area adjacent to the cul-de-sac bulb may be a living screen in conjunction with an open fence (such as decorative metal or wrought iron) with solid masonry columns in keeping with the associated solid masonry screening perimeter walls required elsewhere along the perimeter. U-shaped and cul-de-sacs that open to the landscape buffer do not require a screen wall or screen fence, but do require pedestrian connectivity to the external sidewalk.

PROPOSED REVISIONS

- Eliminated platitude-type language that did not add value or could not be enforced

~~Multiple buildings within a commercial development. In the case where multiple pad sites or multiple masonry types are used for the buildings' exteriors within a single development, the screening wall shall use the predominant masonry type for the entire length of the screening wall, subject to approval by the Director during the site plan process.~~

PROPOSED REVISIONS

- Simplified and consolidated standards

~~Trash dumpsters, recycling containers, trash compactors, and other waste receptacles shall be screened~~ with a~~n~~ 8-foot tall Category A masonry wall in a material ~~color~~ that is consistent with the ~~color of the~~ primary building. Masonry walls shall be earthen tone and unpainted. ~~Screening enclosures shall be visually and aesthetically compatible with the overall project.~~ Any wall topping shall not be metal.

PROPOSED REVISIONS

- Clarified applicability, height, and material requirements

Height of Screening Walls. Screening walls shall have the minimum and maximum heights in the circumstances given below.

(1) Screening ~~adjacent to rights-of-way~~walls ~~=~~ shall be a minimum ~~six (6) feet and maximum~~ eight (8) feet tall.

~~(2) Screening between incompatible land uses (such as non-residential adjacent to single-family) = minimum eight (8) feet.~~

~~(3) Screening of loading docks or doors = minimum six (6) feet.~~

~~. Screening of waste and recycling collection areas, including non-residential polycarts and all other service related equipment = minimum eight (8) feet.~~

PROPOSED REVISIONS

- Clarified wall maintenance easements, the use of pre-cast walls, and shared boundary situations

Specifications for ~~monolithic~~ pre-cast concrete ~~panel~~ screening walls are as follows:

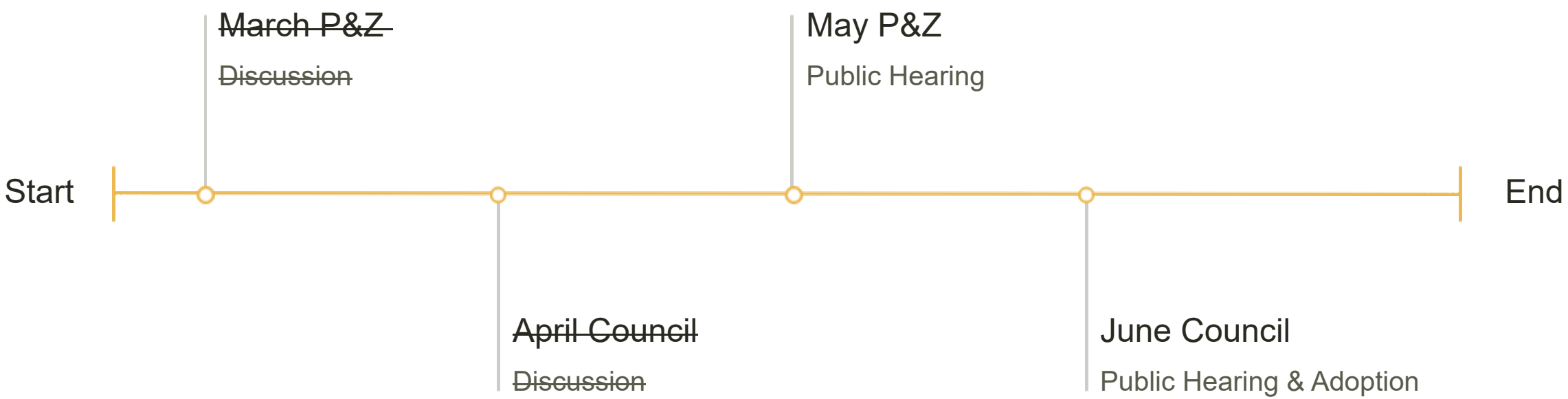
i. Walls shall have a maximum column spacing of fourteen (14) feet, unless otherwise approved by the Director.

ii. Panels must be a minimum of four (4) inches in thickness with a decorative pattern and color on both sides and be made of a minimum of 4,000 psi concrete.

P&Z DISCUSSION

- The Commission did not have any concerns with the proposed revisions

TIMELINE


~~March P&Z~~
~~Discussion~~
May P&Z
Public Hearing
Start
End
~~April Council~~
~~Discussion~~
June Council
Public Hearing & Adoption



Thank You!

Section 14.04.301 …… Screening, Generally.

(a) ***Purpose & Intent***. The intent of this section is to ensure the screening of non-residential development and service equipment from roadways, open space corridors, and residential properties. Additionally, the intent is to ensure that installations on private residential property do not negatively impact the aesthetics of the community.

(b) ***General Specifications***.

(1) The requirements set forth herein shall apply to all new development and any expansion of an existing building or area of over thirty percent (30%).

(2) Engineered concrete foundations with piers are required. Spacing, depth, and dimensions of the piers shall be determined by a licensed professional engineer based on the *Engineering Design Standards*. All walls four (4) feet in height or greater must be designed and sealed by a professional engineer licensed in Texas. Record drawings (i.e. "as builts") certified by a professional engineer shall be submitted to the City of Celina upon completion of construction.

(3) Under certain circumstances, retaining walls of sufficient height may be considered as satisfying the masonry screening wall requirement, as a Minor Modification.

(4) Walls shall be equally finished on all sides and constructed in one style using consistent materials. In all instances, concrete risers taller than six (6) inches require masonry cladding.

(5) Contractors shall verify the location of all existing utilities prior to excavation and construction.

(6) No screening wall or fence shall be erected on public right-of-way or in visibility easements.

(7) When a project's design proposes a retaining wall, the retaining wall shall be placed along the property line and be engineered to accommodate the ultimate screening device for the shared boundary.

(8) When a residential fence exists at the time of commercial development, the required masonry screening wall shall replace the residential fence. In no case shall a fence or wall be placed parallel and in the immediate vicinity of an existing fence or wall creating a close back-to-back fence or wall arrangement or creating a gap between fences or walls.

(9) Staff may apply a Minor Modification to boundary situations when legal or valid constructability issues exist, as determined by staff, including imposing conditions upon such relief.

(c) ***Applicability.***

(1) Screening is required in the following situations:

i. Screening single-family residential from non-residential and multifamily development.

ii. Screening of single-family developments from adjacent rights-of-way, as shown on the Master Thoroughfare Plan and in conformance with the Neighborhood Vision Book.

iii. Screening of waste and recycling collection areas, including non-residential polycarts and all other service related equipment .

iv. Screening of mechanical, plumbing, and electrical equipment.

v. Screening of loading docks, ramps, and spaces.

vi. Screening of above ground mechanical equipment at utility substations and tower facilities.

(d) ***Height of Screening Walls***. Screening walls shall have the minimum and maximum heights in the circumstances given below.

(1) Screening walls shall be a minimum eight (8) feet tall.

(2) Screening for electric substations, sewer pump stations, communication towers, generator plants, and any other free-standing utility facility shall be scaled according to the height, size, scope, and area of the proposed facility, and shall be generally between eight (8) and twelve (12) feet.

(3) Screening using living plant materials, either with or without an accompanying metal fence, shall be a minimum of six (6) feet tall at the time of planting.

(e) ***Materials***.

(1) Materials allowed by right for screening purposes.
   i. Stone, rock, or brick.

(2) Materials allowed in certain circumstances. In unique circumstances, the following materials may be utilized for screening purposes, subject to discretionary review and approval by the Director, as long as there is no adverse impact on surrounding property, the spirit and intent of this Chapter is maintained, and a financial hardship is not the sole justification for the use of the reduced screening standard. The Director may require a combination of the following screening options to meet the intent of the Ordinance.
   i. Decorative iron or wrought iron screening walls with masonry columns.
   ii. Industrial grade aluminum or steel fencing (e.g. DesignMaster Fencing® or comparable product).
   iii. Living screens that may include earthen berms.
   iv. Split-face concrete masonry units (CMU).
   v. Pre-cast concrete wall (generally for industrial or infrastructure projects).
   vi. Cedar board-on-board wooden fence with decorative caps and masonry columns.

(3) Materials prohibited for screening purposes:
   i. Chain link.
   ii. Electrified fencing.
   iii. Barbed wire, except as permitted on undeveloped land and for containment of livestock. Any existing barbed wire shall be removed at time of development.
   iv. Plain wooden fences.
   v. Surface painted or coated concrete.
   vi. Concertina wire.
   vii. Corrugated metal.
   viii. Fiberglass panels.

(4) Specifications for masonry screening walls are as follows:
   i. A decorative masonry column shall be placed at each corner or transition and evenly spaced on each fence façade not to exceed every eighty (80) feet.
   ii. Lintels, bottom row soldier courses with concrete mow strip, and a decorative cap are to be applied to all masonry walls.
   iii. Openings along the bottom of the screening wall shall only be wide enough to allow for proper drainage as determined by the *Engineering Design Standards*.

(5) Specifications for pre-cast concrete screening walls are as follows:
   i. Walls shall have a maximum column spacing of fourteen (14) feet, unless otherwise approved by the Director.
   ii. Panels must be a minimum of four (4) inches in thickness with a decorative pattern and color on both sides and be made of a minimum of 4,000 psi concrete.

(f) ***Ownership & Maintenance***.

(1) Maintenance easement. A minimum three (3) foot wide wall maintenance easement (WME) shall be provided to the City at time of platting where screening walls are forecast or required along the property line. The plat shall dedicate the WME to the City and the applicable HOA or commercial property owner, with the right to access and maintain the easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining the screening wall. As set forth in the WME and plat, the HOA or commercial property owner shall have the obligation to perform and the City will have the right, but not the obligation, to perform. Dedication language for such plat is available in the City's plat checklist on the City's official website.

(2) Ownership & maintenance: Required screening walls shall be owned by the applicable HOA or commercial property owner . All screening walls shall be maintained in a state of good repair and functional condition at all times, in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the WME, except that landscape improvements may be installed, if approved by the City. Any repairs or replacement shall match the existing adjacent sections.

(3) If the HOA or commercial property owner fails to maintain any screening wall to the City's standard, the

City or their representative, at their discretion, shall have the authority to cause the repair and/or replacement of such wall at the expense of the owner of the screening wall.

Section 14.04.302 …… Screening, Residential Subdivision Walls.

(1) Perimeter walls required with residential subdivisions. Subdivision perimeter screening walls must be constructed by the developer with each phase of the subdivision infrastructure adjacent to rights-of-way sixty (60) feet or greater. Perimeter landscaping, irrigation, and associated sidewalks are required.

(2) Cul-de-sac and U-shaped adjacency. If a u-shaped, single-loaded street or the bulb of the cul-de-sac abuts a roadway sixty (60) feet or greater, the screening across the landscaped area adjacent to the cul-de-sac bulb may be a living screen in conjunction with an open fence (such as decorative metal or wrought iron) with solid masonry columns in keeping with the associated solid masonry screening perimeter walls required elsewhere along the perimeter. U-shaped and cul-de-sacs that open to the landscape buffer do not require a screen wall or screen fence, but do require pedestrian connectivity to the external sidewalk.

(3) Materials exceptions. Staff may consider a Minor Modification to allow the use of wrought iron or decorative metal, not in excess of fifty percent (50%) of the subdivision perimeter wall, in conjunction with berms and landscaping, if deemed appropriate.

(4) Perimeter wall extension required. When a perimeter fence is provided at the outer boundaries of a residential subdivision, the termination of a given side of the fence shall not occur in the middle of the adjacent property, but extend to the property line of the last platted lot that has partial adjacency with the perimeter fence. An easement may be required by separate instrument in order to construct the portion of the wall on the adjacent property.

(5) Entrance wrapping. Masonry walls shall wrap around the side of entry lots at entrances, so that the side yard fence of the first lot is a masonry wall.

(6) Green Belts. Where collectors or arterials are adjacent to floodplains or large expanses of open space, no perimeter screening device is required.

(7) Timing. The owner or developer of a residential property adjacent to an undeveloped property zoned non-residential or multi-family shall be responsible for and shall build the required masonry wall to provide screening between the two (2) properties at the time of infrastructure development, prior to any vertical development on the site, unless the non-residential property develops first, in which case the owner or developer of the non-residential property shall construct the wall.

(8) Individual fences exempt. Individual single-family lots built in a subdivision without a perimeter wall are exempt from the requirement to install the masonry wall. In lieu, an eight (8) foot high cedar board-on-board wooden fence with a decorative cap (and columns where appropriate) may be utilized.

(9) Neighborhood Vision Book. Projects should be screened in accordance with standards found within the Neighborhood Vision Book, and as may be amended.

Section 14.04.303 …… Screening, Multi-Family & Non-Residential

(1) Non-residential uses (including multi-family) adjacent to single family zoning districts or uses. A solid masonry screening wall is required.

(2) Non-residential uses (including multi-family) adjacent to other similar non-residential zoning districts or uses. No screening wall or gates are required nor shall be provided. Staff may consider an exception for security fencing for projects such as storage or industrial land uses. Cross access shall be provided.

(3) Mixed use developments. With Director approval, mixed use developments may be exempt from internal screening between disparate land uses if the project is seamlessly integrated in a cohesive Life Connected manner, so that residential fronts and engages the commercial property.

Section 14.04.304 …… Screening Requirements for Specific Situations.

(a) ***Mechanical, Plumbing, & Electrical Equi****pment.*

(1) Exposed conduits, ladders, exhaust valves, utility boxes, roof-line flashing, and drain spouts shall be an earthen-tone color matching the primary building

(2) Outside equipment, coolers, kiosks, vending, and/or other similar mechanical items shall be screened or clad with a Category A masonry finishing material matching the primary building.
(3) All new utilities, including any aerial lines, shall be underground.
(4) Roof mounted equipment shall be screened from view at a point five (5) feet above grade, measured at the property line, using parapet walls. Alternate screening devices may be considered by the Director for larger projects. All screening devices shall be an earthen-tone color matching the primary building. The rear of parapet walls shall be equally finished, an earthen-tone color that matches the primary building, and not have exposed framing visible.

(b) ***Loading Docks, Ramps, & Spaces***. Loading docks, ramps, structures, and loading spaces shall be screened from view.
(1) Screening shall be by masonry wing walls matching the color and building materials of the primary structure.
(2) Screening walls shall be of adequate height to screen loading vehicles and the scope of the operation and activity.

(c) ***Waste & Recycle Collection Areas (Dumpster Screening)***.
(1) Waste disposal collection areas, including non-residential polycarts and all other service related equipment, shall be provided and screened from public viewwith an 8-foot tall Category A masonry wall in a material that is consistent with the primary building. Masonry walls shall be earthen tone and unpainted. Any wall topping shall not be metal.
(2) Dumpster enclosures shall incorporate on the open, fourth side an 8-foot tall solid metal gate that is earthen-tone in color (wooden gates and chain-link with slats are prohibited) to visually screen the dumpster or compactor, which shall remain shut at all times other than when being actively accessed.
(3) Dumpster enclosures shall be located behind the front building line and the service gate shall not directly face a public street or any residentially zoned property, when highly visible. Where this standard is not feasible, the standards may be varied through a Minor Modification. Staff is the final approval authority on the location of all dumpsters.
(4) Single dumpster enclosures shall be a minimum of twelve (12) feet wide and fourteen (14) feet deep. Pads to accommodate two dumpsters or recycling shall be a minimum of twenty-five (25) feet wide and fourteen (14) feet deep.
(5) New commercial development, including multifamily, shall provide space for a minimum of two (2) dumpsters screened with masonry enclosures with the extra dumpster being for recycling containers.
(6) Dumpsters shall be provided at a ratio of two (2) per every 10,000 square feet, generally.
(7) Dumpster enclosures shall be located to provide a minimum of forty (40) feet of clear backing. However, any area designated for backing shall not exceed eighty (80) feet.
(8) Projects with multiple dumpster locations shall synchronize orientations to optimize servicing.

(d) ***Utility Substations & Tower Facilities***.
(1) For electric substations, sewer pump stations, communication towers, generator plants, or any other free-standing utility facility, the above ground mechanical equipment shall be screened to mitigate its negative visual impact and safely secure the site. The screening device shall be scaled accordingly to the height, size, scope, and area of the proposed facility, subject to discretionary review and approval by the Director. Generally, masonry screening walls are required with decorative metal in limited application for visibility, ventilation, and access points. Larger facilities shall also provide large evergreen screening trees every twenty (20) feet on center. Concrete vehicle access shall be provided, in addition to associated easements necessary for development. Any associated utilities shall be buried, with the exception of regional transmission lines.
(2) For projects adjacent to (or including) existing gas, electric, power, or other utility areas, stations, compounds, or other comparable sites, the development will replace any existing non-conforming fencing with an 8’ tall masonry wall. If the fencing cannot be replaced, then the 8’ tall masonry wall shall be installed immediately adjacent to the existing fencing to mitigate the visuals of existing nonconforming fencing. Director may consider modifications for access and landscaping.

(e) ***Government Facilities.*** Valid government related facilities, including sports facilities may build fences or screening walls to industry standard and utilize alternate materials and methods consistent with the goals and intent of this section, with Director approval.

(f) ***Buildings that include Bay Doors.***

(1) Bay doors shall not be parallel to or facing any public right-of-way when directly adjacent to the right-of-way, except for buildings with three (3) or fewer bay doors.

(2) Overhead doors shall be neutral or earthen tone colors.

(g) ***Open Storage***. All allowed open storage of materials, equipment, or commodities shall be screened in accordance with Section 14.03.301(h), *Open Storage – Permanent or Ongoing* of the zoning ordinance.

Section 14.04.305 …… Residential Fences.

(a) ***General Requirements.***

(1) It shall be unlawful for any person to construct or repair a fence not in compliance with the regulations contained herein.

(2) All fence construction, alterations, additions, or repair require a permit. Repairs not involving posts or not in excess of fifty percent (50%) of any one run, such as replacing pickets or customary maintenance, may be completed without a permit with materials matching the existing fence. If the cumulative effect of a series of repairs over a twelve (12) month period exceeds fifty percent (50%) of any one run or involves post installation, a permit is required.

(3) Permit fees shall apply as shown on the Master Fee Chart of the City.

(4) All fence contractors are required to be registered with the City. The City may revoke the registration of a contractor who fails to obtain a lawful permit per this section.

(5) Adequate plans and specifications, which may include a plot plan showing exact materials, easements, location, height, dimensions from property lines, sidewalks, curbs, and location of gates, as determined by the Building Official, must accompany a completed application form.

(6) Once complete, a final inspection is required and must be scheduled by the contractor.

(b) ***Regulations***.

(1) Maximum height of residential fences. Fences shall not be greater than eight (8) feet in height, excluding an allowance for ground clearance and decorative caps.

(2) Materials allowed. No fence material shall be used to construct a fence except for those listed and regulated in this Chapter. Generally, residential fences should only be wooden or black tubular steel (powder coated ornamental iron). Non-injurious alternative materials may be considered for Downtown as a Minor Modification.

(3) Estate residential, agricultural, or larger properties may utilize alternative materials consistent with the development pattern of the surrounding area.

(4) Materials prohibited. Barbed wire, electric, and other injurious fence material is prohibited in the City, unless the property is an agricultural district over one (1) acre in size, legitimately needed for agricultural purposes, or otherwise approved by the Director.

(5) Smooth Side Out. The smooth side of the fence shall face outward, so that the posts are internal.

(6) Fences that back or side to other residences. Fences that back or side to another residence may have either side of the fence face the interior of the lot.

(7) Fences located on corner lots. On all corner lots, retaining walls and fences shall not be closer than fifteen (15) feet from the face of any curb, unless otherwise approved by the Director.

(8) Fences facing rights-of-way (on back, side, or corners). All fences installed on side yards of corner lots and reverse corner lots or backing to a right-of-way shall be cedar, board-on-board, with a decorative cap so that a finished fence side faces the street. Alleys are not required to have enhanced fencing, but must have the smooth side out.

(9) Key Lots. On reverse corner lots, side yard fences shall either adhere to the adjacent property's front build line or be open ornamental.

(10) Fence Returns. Fence returns that face the primary street shall be set back from the front facade a minimum of five (5) feet. On corner lots, the fence return setback shall be increased to 10 feet.

(11) Estate Lots. Estate properties greater than one (1) acre in size may install decorative driveway entrances.

(12) Fences located between houses that face the street. The portion of fence that is parallel to the street and perpendicular to the fence along the side yard must be constructed of cedar, board-on-board, with a decorative cap so that a finished fence side faces the street.

(13) Fences in front yards. Fences and walls are only allowed in front yards up to thirty-six (36) inches in height and must be either: split-rail, wrought iron, picket fence, or decorative masonry wall. Lots over one (1) acre in size are exempt from this regulation, subject to review and approval by the Director. All front yard fences should generally be fifty percent (50%) open, except for walls when allowed.

(14) Public rights-of way, easements. No fence shall be installed on public right-of-way, within sight-visibility triangles, or within any drainage easement, unless otherwise authorized by the Director.

(15) Within property lines. Fences shall be installed on the property lines and shall not encroach upon any property.

(16) Fences adjacent to scenic views. All fences installed adjacent to a floodplain, creek, utility easement, or dedicated open space shall be black tubular steel and a minimum of fifty percent (50%) open.

(17) High Side Out. Fences located on the high side of a significant grade change shall have the smooth side face out, so that the smooth side is visible to the low side.

(c) ***Wooden Fence Standards.***

(1) Vertical posts. All vertical posts shall be galvanized steel with a minimum two and three-eighths (2⅜) inch diameter, a minimum CS 20 (.095) thickness, and set in a concrete footing.

(2) Concrete footings. Concrete footings shall be a minimum of eight (8) inches in diameter.

(3) Spacing of footings. For fences less than seven (7) feet in height, posts shall be spaced at a maximum of eight (8) feet on center, set in a concrete footing of no less than twenty-four (24) inches deep. For fences that are seven (7) feet or greater in height, posts shall be spaced at a maximum of six (6) feet on center, set in a concrete footing of no less than thirty-six (36) inches deep.

(4) Allowed materials & colors. Residential wood material shall be cedar or white wood, and must be stained a natural brown or earth tone color. Bright color stains or finishes are not allowed (e.g. blue, orange, pink, etc.)

(5) Construction. All materials shall be securely fastened, with vertical boards to horizontal stringers, stringers to vertical posts and top rail, to ensure an ongoing attractive appearance and safe condition, free from rot, rust, vandalism, and other sources of decay. Horizontal picket patterns are allowed.

(6) Private residential fence adjacent to a perimeter wall. A fence that is perpendicular to such wall shall not exceed the height of the adjacent wall. A fence that is separated from the subdivision screening wall by a public alley or right-of-way is deemed to not be adjacent to the screening wall. If abutting, the height of the residential fence may transition in height from the height of the screening wall to the maximum allowable height of the residential fence, provided that the transition is a smooth rate of increase or decrease and does not exceed a span of sixteen (16) feet in length. Fences adjacent to or parallel to a wall are not permitted.

(d) ***Exceptions.***

(1) Materials. The use of chain link, vinyl, split-rail, and composite materials may be allowed, if constructed to manufacturer's specifications, subject to Minor Modification. Otherwise, these materials are generally prohibited. Existing non-conforming fences may be replaced with similar material.

(2) Interior fences. Defined as fences within the property fence for specific uses, such as dog runs, swimming pool fences, and other similar situations within the interior of a back yard. These interior fences may be constructed of alternate materials, as long as all exterior and shared fence lines are built to compliance with this section and the alternate interior materials are no taller than the exterior fence and not visible to the public, subject to discretionary review and approval by the Director.

(3) Gate embellishments. Decorative gate embellishments are allowed; however, they shall not exceed the height of the fence by more than two (2) feet.

(e) ***Maintenance***.

(1) All fences shall be perpetually maintained, repaired, or replaced by the owner. Fences not required by a City ordinance, screening regulation, or other standard shall be either maintained or removed.

(2) It shall be unlawful and subject to citation should a fence display any of the following conditions:

i. Any fence that leans, falls, becomes unstable, or causes damage to other property.

ii. Fences that are supported by any means other than the fence post.

iii. Missing or loose pickets, broken or missing parts, decayed members.

Sections 14.04.306 – 14.06.400 …… Reserved.

ARTICLE IV – SITE DEVELOPMENT STANDARDS

PART THREE, SCREENING WALLS & FENCES

Section 14.04.301 …… Screening, Generally.

(a) ***Purpose & Intent***. The intent of this section is to ensure the screening of non-residential development and service equipment from roadways, open space corridors, and residential properties. Additionally, the intent is to ensure that installations on private residential property do not negatively impact the aesthetics of the community.

(b) ***General Specifications***.

(1) The requirements set forth herein shall apply to all new development and any expansion of an existing building or area ~~expansion~~ of over thirty percent (30%).

(2) Engineered concrete foundations with piers are required. Spacing, depth, and dimensions of the piers shall be determined by a licensed professional engineer based on the *Engineering Design Standards*. All walls four (4) feet in height or greater must be designed and sealed by a professional engineer licensed in Texas. Record drawings (i.e. "as builts") certified by a professional engineer shall be submitted to the City of Celina upon completion of construction.

(3) ~~No portion of a screening wall shall be used as a retaining wall, unless specifically approved by the Director of Engineering.~~Under certain circumstances, retaining walls of sufficient height may be considered as satisfying the masonry screening wall requirement, as a Minor Modification.

(4) Walls shall be equally finished on all sides and constructed in one style using consistent materials. In all instances, concrete risers taller than six (6) inches require masonry cladding.

(5) Contractors shall verify the location of all existing utilities prior to excavation and construction.

(6) No screening wall or fence shall be erected on public right-of-way or in visibility easements.

~~(6)~~(7) When a project's design proposes a retaining wall, the retaining wall shall be placed along the property line and be engineered to accommodate the ultimate screening device for the shared boundary.

(8) When a residential fence exists at the time of commercial development, the required masonry screening wall shall replace the residential fence~~, with access easements provided for maintenance for both parties~~. In no case shall a fence or wall ~~screening wall~~ be placed parallel and in the immediate vicinity of an existing ~~residential fence~~ fence or wall ~~causing~~ creating a close back-to-back fence or wall arrangement or creating a gap between fences or walls.

(9) Staff may apply a Minor Modification to boundary situations when legal or valid constructability issues exist, as determined by staff, including imposing conditions upon such relief.

(c) Applicability

(1) Screening is required in the following situations:

i. Screening single-family residential from non-residential and multifamily development.

ii. Screening of single-family developments from adjacent rights-of-way, as shown on the Master Thoroughfare Plan and in conformance with the Neighborhood Vision Book.

iii. Screening of waste and recycling collection areas, including non-residential polycarts and all other service related equipment .

iv. Screening of mechanical, plumbing, and electrical equipment.

v. Screening of loading docks, ramps, and spaces.

vi. Screening of above ground mechanical equipment at utility substations and tower facilities.

~~(c)~~(d) ***Height of Screening Walls***. Screening walls shall have the minimum and maximum heights in the circumstances given below.

(1) Screening ~~adjacent to rights-of-way~~walls ~~=~~ shall be a minimum ~~six (6) feet and maximum~~ eight (8) feet tall.

~~(2) Screening between incompatible land uses (such as non-residential adjacent to single family) = minimum eight (8) feet.~~

~~(3) Screening of loading docks or doors = minimum six (6) feet.~~

~~. Screening of waste and recycling collection areas, including non-residential polycarts and all other~~

~~service related equipment = minimum eight (8) feet.~~

~~(5)~~(2) Screening for electric substations, sewer pump stations, communication towers, generator plants, and~~or~~ any other free-standing utility facility shall be scaled according to the height, size, scope, and area of the proposed facility~~, subject to discretionary review and approval by the Director~~, and shall be generally between eight (8) and twelve (12) feet.

~~(6)~~(3) Screening using living plant materials, either with or without an accompanying metal fence, shall be a minimum of six (6) feet tall at the time of planting.

~~(d)~~(e) ***Materials***.

(1) Materials allowed by right for screening purposes.

i. Stone, rock, or brick~~, or monolithic concrete panels (see Section 14.01.115, *Other Zoning Ordinance Definitions*, for the description of "monolithic concrete panels")~~.

(2) Materials allowed in certain circumstances. In unique circumstances, the following materials may be utilized for screening purposes, subject to discretionary review and approval by the Director, as long as there is no adverse impact on surrounding property, the spirit and intent of this Chapter is maintained, and a financial hardship is not the sole justification for the use of the reduced screening standard. The Director may require a combination of the following screening options to meet the intent of the Ordinance.

i. Decorative iron or wrought iron screening walls with masonry columns.
ii. Industrial grade aluminum or steel fencing (e.g. DesignMaster Fencing® or comparable product).
iii. Living screens that may include earthen berms.
iv. Split-face concrete masonry units (CMU).
~~iv.~~v. Pre-cast concrete wall (generally for industrial or infrastructure projects).
~~v.~~vi. Cedar board-on-board wooden fence with decorative caps and masonry columns.

(3) Materials prohibited for screening purposes:

i. ~~Modular, "slide-in" screening walls that are constructed of materials other than masonry or concrete (see Section 14.01.115, *Other Zoning Ordinance Definitions*, for the description of "modular screeing walls").~~
ii. Chain link.
iii. Electrified fencing.
iv. Barbed wire, except as permitted on undeveloped land and for containment of livestock. Any existing barbed wire shall be removed at time of development.
v. Plain wooden fences.
vi. Surface painted or coated concrete.
vii. Concertina wire.
viii. Corrugated metal.
~~v.~~ix. Fiberglass panels.

(4) Specifications for masonry screening walls are as follows:

i. A decorative masonry column shall be placed at each corner or transition and evenly ~~spaces~~ spaced on each fence façade not to exceed every eighty (80) feet ~~unless otherwise approved by the Director and supported by an approved engineering design~~.
ii. Lintels, bottom row soldier courses with concrete mow strip, and a decorative cap are to be applied to all masonry walls.
iii. Openings along the bottom of the screening wall shall only be wide enough to allow for proper drainage as determined by the *Engineering Design Standards*.

(5) Specifications for ~~monolithic~~ pre-cast concrete ~~panel~~ screening walls are as follows:

i. Walls shall have a maximum column spacing of fourteen (14) feet, unless otherwise approved by the Director.
ii. Panels must be a minimum of four (4) inches in thickness with a decorative pattern and color on both sides and be made of a minimum of 4,000 psi concrete.

~~(6) Specifications for decorative iron, wrought iron commercial fencing, or industrial grade aluminum or steel fencing.~~

~~i. Decorative iron or wrought iron screening walls shall have masonry columns to be spaced no greater~~

than thirty (30) feet on center.

ii. Industrial grade aluminum or steel fencing may be allowed in certain circumstances, as reviewed and approved by the Director.

. Specifications for living screens. The property owner/developer, at his sole expense, shall furnish or cause to be furnished, all labor, materials, equipment, accessories, meters, irrigation, and services necessary to maintain or replace all plant materials if and when they become damaged or die.

(8) Specifications for wooden fence screening. (See Section 10.04.305, *Residential Fences*)

(e)(f) ***Ownership & Maintenance***.

(1) Maintenance easement. A minimum three (3) foot wide wall maintenance easement (WME) shall be provided to the City at time of platting where screening walls are forecasted or required along the property line. The plat shall dedicate the WME to the City and the applicable HOA or commercial property owner, with the right to access and maintain the easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining the screening wall. As set forth in the WME and plat, the HOA or commercial property owner shall have the obligation to perform and the City will have the right, but not the obligation, to perform. Dedication language for such plat is available in the City's plat checklist on the City's official website.

(2) Ownership & maintenance: Required screening walls shall be owned by the property owner or applicable HOA or commercial property owner and shall be maintained in good condition. All screening walls shall be maintained in a state of good repair and functional condition at all times, in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the WME, except that landscape improvements may be installed, if approved by the City. Any repairs or replacement shall match the existing adjacent sections.

(2)(3) If the HOA or commercial property owner fails to maintain any screening wall to the City's standard, the City or their representative, at their discretion, shall have the authority to cause the repair and/or replacement of such wall at the expense of the owner of the screening wall.

Section 14.04.302 …… Screening, Residential Subdivision Walls.

(1) Perimeter walls required with residential subdivisions. Subdivision perimeter screening walls must be constructed by the developer with each phase of the subdivision infrastructure adjacent to rights-of-way sixty (60) feet or greater. Perimeter landscaping, and irrigation, and associated aresidewalks are required.

(2) Cul-de-sac and U-shaped adjacency. If a u-shaped, single-loaded street or the bulb of the cul-de-sac abuts a collector or arterial roadway sixty (60) feet or greater, the screening across the landscaped area adjacent to the cul-de-sac bulb may be a living screen in conjunction with an open fence (such as decorative metal or wrought iron) with solid masonry columns in keeping with the associated solid masonry screening perimeter walls required elsewhere along the perimeter. U-shaped and cul-de-sacs that open to the landscape buffer do not require a screen wall or screen fence, but do require pedestrian connectivity to the external sidewalk.

(3)(1) Materials exceptions. The Director mayStaff may consider a Minor Modification to allow the use of wrought iron or decorative metal, not in excess of fifty percent (50%) of the subdivision perimeter wall, in conjunction with berms and landscaping, if deemed appropriate.

(2) Perimeter wall extension required. When a perimeter fence is provided at the outer boundaries of a residential subdivision, the termination of a given side of the fence shall not occur in the middle of the adjacent property, but extend to the property line of the last platted lot that has partial adjacency with the perimeter fence. An easement may be required by separate instrument in order to construct this the portion of the wall on the adjacent property.

(3) Entrance wrapping. Masonry walls shall wrap around the side of entry lots at entrances, so that the side yard fence of the first lot is a masonry wall.

(4) Green Belts. Where collectors or arterials are adjacent to floodplains or large expanses of open space, no perimeter screening device is required.

(5) Timing. The owner or developer of a residential property adjacent to an undeveloped property zoned non-residential or multi-family shall be responsible for and shall build the required masonry wall to provide

screening between the two (2) properties at the time of infrastructure development, prior to any vertical development on the site, unless the non-residenital property develops first, in which case the owner or developer of the non-residential property shall construct the wall.

(5) Individual fences exempt. Individual single-family lots built in a subdivision without a perimeter wall are exempt from the requirement to install the masonry wall. In lieu, an eight (8) foot high cedar board-on-board wooden fence with a decorative cap (and columns where appropriate) may be utilized.

(6) Neighborhood Vision Book. Projects shall screen in accordance with standards found within the Neighborhood Vision Book, and as may be amended.

Section 14.04.303 …… Screening, Multi-Family & Non-Residential

(1) Non-residential uses (including multi-family) adjacent to single family zoning districts or uses. A solid masonry screening wall is required along the adjacency of disparate land uses.

(2) Non-residential uses (including multi-family) adjacent to other similar non-residential zoning districts or uses. No screening wall or gates is/are required nor shall be provided. Staff may consider an exception for security fencing for projects such as storage or industrial land uses. Cross access shall be provided.

(3) Multiple buildings within a commercial development. In the case where multiple pad sites or multiple masonry types are used for the buildings' exteriors within a single development, the screening wall shall use the predominant masonry type for the entire length of the screening wall, subject to approval by the Director during the site plan process.

(4)(2) Mixed use developments. With Director approval, mixed use developments may be exempt from internal screening between disparate land uses if the project is seamlessly integrated in a cohesive Life Connected manner, so that residential fronts and engages the commercial property.

Section 14.04.304 …… Screening Requirements for Specific Situations.

(a) ***Ground Mounted Mechanical, Plumbing, & Electrical Equipment.***

(1) Exposed conduits, ladders, exhaust valves, utility boxes, roof-line flashing, and drain spouts shall be a color matching the building, an accent color, or earthen-tone color matching the primary building.

(2) Outside equipment, coolers, kiosks, vending, and/or other similar mechanical items shall be screened or clad with a Category A masonry finishing material matching the primary building.

(3) All new utilities, including any aerial lines, shall be underground.

(3)

(0)(4) ***Roof Mounted Mechanical, Plumbing, & Electrical Equipment.*** Roof mounted equipment shall be screened from view at a point five (5) feet above grade, measured at the property line, using parapet walls. Alternate screening devices may be considered or as approved by the Director for larger projects. All screening devices shall be an earthen-tone color matching the primary building. The rear of parapet walls shall be equally finished, an earthen-tone color that matches the primary building, and not have exposed framing visible.

(c)(b) ***Loading Docks, Ramps, & Spaces***. Loading docks, ramps, structures, and loading spaces shall be screened from view from the public right-of-way, from adjacent residential property, and from adjacent non-residential property, other than industrial.

(1) Screening shall be by masonry wing walls matching the color and building materials of the primary structure or freestanding walls with complimentary landscaping to be compatible with the project design.

(2) Screening walls shall be of adequate height to screen loading vehicles and the scope of the operation and activity.

(d)(c) ***Waste & Recycle Collection Areas (Dumpster Screening)***.

(1) Waste disposal collection areas, including non-residential polycarts and all other service related equipment, shall be provided and screened from public view.

(2)(1) Trash dumpsters, recycling containers, trash compactors, and other waste receptacles shall be screened with an 8-foot tall Category A masonry wall in a material color that is consistent with the color of the primary building. Masonry walls shall be earthen tone and unpainted. Screening enclosures shall be

~~visually and aesthetically compatible with the overall project.~~ Any wall topping shall not be metal.

~~(3)~~(2) Dumpster enclosures shall incorporate on the open, fourth side an 8-foot tall solid metal gate that is earthen-tone in color (wooden gates and chain-link with slats ~~is~~ are prohibited) to visually screen the dumpster or compactor, which shall remain shut at all times other than when being actively accessed.

~~(4)~~(3) Dumpster enclosures shall be located behind the front building line and the service gate shall not directly face a public street or any residentially zoned property, when highly visible. Where this standard is not feasible~~, as determined by the Director~~, the standards may be varied through a Minor Modification. Staff is the final approval authority on the location of all dumpsters.

~~(5)~~(4) Single dumpster enclosures shall be a minimum of twelve (12) feet wide and fourteen (14) feet deep. Pads to accommodate two dumpsters or recycling shall be a minimum of twenty-five (25) feet wide and fourteen (14) feet deep.

(5) New commercial development, including multifamily, shall provide space for a minimum of two (2) dumpsters screened with masonry enclosures with the extra dumpster being for recycling containers.

(6) Dumpsters shall be provided at a ratio of two (2) per every 10,000 square feet, generally.

(7) Dumpster enclosures shall be located to provide a minimum of forty (40) feet of clear backing. However, any area designated for backing shall not exceed eighty (80) feet.

~~(7)~~(8) Projects with multiple dumpster locations shall synchronize orientations to optimize servicing.

~~(8) Engineered concrete foundations with piers are required for dumpsters, per review and approval by the Director of Engineering.~~

(d) ***Utility Substations & Tower Facilities***.

(1) For electric substations, sewer pump stations, communication towers, generator plants, or any other free-standing utility facility, the above ground mechanical equipment shall be screened to mitigate its negative visual impact and safely secure the site. The screening device shall be scaled accordingly to the height, size, scope, and area of the proposed facility, subject to discretionary review and approval by the Director. Generally, masonry screening walls are required with decorative metal in limited application for visibility, ventilation, and access points. Larger facilities shall also provide large evergreen screening trees every twenty (20) feet on center. Concrete vehicle access shall be provided, in addition to associated easements necessary for development. Any associated utilities shall be buried, with the exception of regional transmission lines.

(2) For projects adjacent to (or including) existing gas, electric, power, or other utility areas, stations, compounds, or other comparable sites, the development will replace any existing non-conforming fencing with an 8' tall masonry wall. If the fencing cannot be replaced, then the 8' tall masonry wall shall be installed immediately adjacent to the existing fencing to mitigate the visuals of existing nonconforming fencing. The Director may consider modifications for access and landscaping.

(e) **Government Facilities.** Valid government related facilities, including sports facilities may build fences or screening walls to industry standard and utilize alternate materials and methods consistent with the goals and intent of this section, with Director approval.

(f) ***Buildings that include Bay Doors***.

(1) ~~Materials for the main building shall follow the regulations for Commercial Structures (Section 14.04.109).~~

(2) Bay doors shall not be parallel to or facing any public right-of-way when directly adjacent to the right-of-way, except for buildings with three (3) or fewer bay doors.

~~(2)~~ Overhead doors shall be neutral or earthen tone colors.

(g) ***Open Storage***. All allowed open storage of materials, equipment, or commodities shall be screened in accordance with Section 14.03.301(h), *Open Storage – Permanent or Ongoing* of the zoning ordinance.

Section 14.04.305 …… Residential Fences.

(a) ***General Requirements***.

(1) It shall be unlawful for any person to construct or repair a fence not in compliance with the regulations

contained herein.

(2) All fence construction, alterations, additions, or repair require a permit. Repairs not involving posts or not in excess of fifty percent (50%) of any one run, such as replacing pickets or customary maintenance, may be completed without a permit with materials matching the existing fence. If the cumulative effect of a series of repairs over a twelve (12) month period exceeds fifty percent (50%) of any one run or involves post installation, a permit is required.

(3) Permit fees shall apply as shown on the Master Fee ~~Schedule~~ Chart of the City.

(4) All fence ~~installers~~ contractors are required to be registered with the City. The City may revoke the registration of a contractor who fails to obtain a lawful permit per this section.

(5) Adequate plans and specifications, which may include a plot plan showing exact materials, easements, location, height, dimensions from property lines, sidewalks, curbs, and location of gates, as determined by the Building Official, must accompany a completed application form.

(6) Once complete, a final inspection is required and must be scheduled by the contractor~~installer within five business days of completion~~.

~~(7) Estate properties greater than one (1) acre in size that front onto a right-of-way of sixty (60) feet or more may install decorative driveway entrances.~~

~~(8) Valid government related facilities, including sports facilities may build fences or screening walls to industry standard and utilize alternate materials and methods, with Director approval.~~

(b) ***Regulations***.

(1) Maximum height of residential fences. Fences shall not be greater than eight (8) feet in height, excluding an allowance for ground clearance and decorative caps.

(2) Materials allowed. No fence material shall be used to construct a fence except for those listed and regulated in this Chapter. Generally, residential fences should only be wooden or black tubular steel (powder coated ornamental iron). Non-injurious alternative materials may be considered for Downtown as a Minor Modification.

~~(2)~~(3) Estate residential, agricultural, or larger properties may utilize alternative materials consistent with the development pattern of the surrounding area.

(4) Materials prohibited. Barbed wire, electric, and other injurious fence material is prohibited in the City, unless the property is an agricultural district over one (1) acre in size, legitimately needed for agricultural purposes, or otherwise approved by the Director.

~~(3)~~(5) Smooth Side Out. The smooth side of the fence shall face outward, so that the posts are internal.

~~(4)~~(6) Fences that back or side to other residences. Fences that back or side to another residence may have either side of the fence face the interior of the lot.

~~(5)~~(7) Fences located on corner lots. On all corner lots, retaining walls and fences shall not be closer than fifteen (15) feet from the face of any curb, unless otherwise approved by the Director.

(8) Fences facing rights-of-way (on back, side, or corners). All fences ~~erected~~ installed on side yards of corner lots and reverse corner lots or backing to a right-of-way~~ of~~ shall be cedar, board-on-board, with a decorative cap so that a finished fence side faces the street. Alleys are not required to have enhanced fencing, but must have the smooth side out.

(9) Key Lots. On reverse corner lots, side yard fences shall either adhere to the adjacent property's front build line or be open ornamental.

(10) Fence Returns. Fence returns that face the primary street shall be set back from the front facade a minimum of five (5) feet. On corner lots, the fence return setback shall be increased to 10 feet.

~~(6)~~(11) Estate Lots. Estate properties greater than one (1) acre in size may install decorative driveway entrances.

~~(7)~~(12) Fences located between houses that face the street. The portion of fence that is parallel to the street and perpendicular to the fence along the side yard must be constructed of cedar, board-on-board, with a decorative cap so that a finished fence side faces the street.

~~(8)~~(13) Fences in front yards. Fences and walls are only allowed in front yards up to thirty-six (36) inches in height and must be either: split-rail, wrought iron, picket fence, or decorative masonry wall. Lots over one (1) acre in size are exempt from this regulation, subject to review and approval by the Director. All front yard fences should generally be fifty percent (50%) open, except for walls when allowed.

~~(9)~~(14) Public rights-of way, easements. No fence shall be ~~erected~~ installed on public right-of-way, within sight-visibility triangles, or within any drainage easement, unless otherwise authorized by the Director.

~~(10)~~(15) Within property lines. Fences shall be installed on the property lines and shall not encroach upon any property ~~line (front, side, or rear)~~.

(16) Fences adjacent to scenic views. All fences installed adjacent to a floodplain, creek, utility easement, or dedicated open space shall be black tubular steel and a minimum of fifty percent (50%) open.

(17) High Side Out. Fences located on the high side of a significant grade change shall have the smooth side face out, so that the smooth side is visible to the low side.

(c) ***Wooden Fence Standards.***

(1) Vertical posts. All vertical posts shall be galvanized steel with a minimum two and three-eighths (2⅜) inch diameter, a minimum CS 20 (.095) thickness, and set in a concrete footing.

(2) Concrete footings. Concrete footings shall be a minimum of eight (8) inches in diameter.

(3) Spacing of footings. For fences less than seven (7) feet in height, posts shall be spaced at a maximum of eight (8) feet on center, set in a concrete footing of no less than twenty-four (24) inches deep. For fences that are seven (7) feet or greater in height, posts shall be spaced at a maximum of six (6) feet on center, set in a concrete footing of no less than thirty-six (36) inches deep.

(4) Allowed materials & colors. Residential wood material shall be cedar or white wood, and must be stained a natural brown or earth tone color. Bright color stains or finishes are not allowed (e.g. blue, orange, pink, etc.)

(5) Construction. All materials shall be securely fastened, with vertical boards to horizontal stringers, stringers to vertical posts and top rail, to ensure an ongoing attractive appearance and safe condition, free from rot, rust, vandalism, and other sources of decay. Horizontal picket patterns are allowed.

(6) Private residential fence adjacent to a ~~subdivision~~ perimeter wall. A fence that is ~~parallel to or~~ perpendicular to such wall shall not exceed the height of the adjacent ~~subdivision~~ wall. A fence that is separated from the subdivision screening wall by a public alley or right-of-way is deemed to not be adjacent to the ~~subdivision~~ screening wall. If abutting, the height of the residential fence may transition in height from the height of the ~~subdivision~~ screening wall to the maximum allowable height of the residential fence, provided that the transition is a smooth rate of increase or decrease and does not exceed a span of sixteen (16) feet in length. Fences adjacent to or parallel to a wall are not permitted.

~~(d) ***Required Inspections***.~~

~~(1) Footing inspection. The footing inspection must be completed prior to pouring concrete.~~

~~(2) Final inspection. A final inspection is required and must be scheduled within one (1) week (five (5) business days) of completion.~~

~~(e)~~(d) ***Exceptions.***

(1) Materials. The use of chain link, vinyl, split-rail, and composite materials may be allowed, if constructed to manufacturer's specifications, subject to ~~discretionary review and approval by the Director~~Minor Modification. Otherwise, these materials are generally prohibited. Existing non-conforming ~~chain link~~ fences may be replaced with similar material.

(2) Interior fences. Defined as fences within the property fence for specific uses, such as dog runs, swimming pool fences, and other similar situations within the interior of a back yard. These interior fences may be constructed of alternate materials, as long as all exterior and shared fence lines are built to compliance with this section and the alternate interior materials are no taller~~shorter~~ than the exterior fence and not visible to the public, subject to discretionary review and approval by the Director.

(3) Gate embellishments. Decorative gate embellishments are allowed; however, they shall not exceed the height of the fence by more than two (2) feet.

~~(f)~~(e) ***Maintenance***.

(1) All fences shall be perpetually maintained, repaired, or replaced by the owner. Fences not required by a City ordinance, screening regulation, or other standard shall be either maintained or removed.

(2) It shall be unlawful and subject to citation should a fence display any of the following conditions:

i. Any fence that leans, falls, becomes unstable, or causes damage to other property.
ii. Fences that are supported by any means other than the fence post.
iii. Missing or loose pickets, broken or missing parts, decayed members.

Sections 14.04.306 – 14.06.400 …… Reserved.

Life Connected.

Police
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: John Cullison, Police Chief
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Discussion regarding the Ironman competition. (Cullison)

Background Information:
The Town of Little Elm hosted an Ironman Triathlon event on March 15, 2026. The event included a multi-city bicycle race route involving Little Elm, Oak Point, Aubrey, Pilot Point, Prosper, and Celina. Although the goal for the event was to have continuous cyclist movement with vehicular travel intermingling with cyclists, the City of Celina experienced significant travel delays and congestion on race day.

This presentation will provide an overview of the event and allow the City Council to provide feedback regarding the future of the Ironman Triathlon event in Celina.

Legal Review:

Supporting Documents:
1. Staff Presentation

Financial Consideration:

Staff Recommendation:



Ironman Triathlon 2026 Discussion

Event Overview

1. Ironman Triathlon – March 15, 2026
2. Hosted by Town of Little Elm
3. Multi-city bicycle route involving Little Elm, Oak Point, Aubrey, DCSO, Pilot Point, Celina, and Prosper.
4. Goal: Continuous cyclist movement, vehicular travel will intermingle with cyclists.
5. Evaluate proposed development along the Dallas North Tollway (DNT) corridor based on the DNT Overlay standards, particularly in the high-rise zone.

Planning and Coordinating

1. Four Pre-Event Meetings
2. Engineered Traffic Plan
3. Celina PD Revisions Added
4. Incident Command & Ground Command established
5. Adjusted radio communications



Day-of-the Event Challenges

1. Severe traffic congestion
2. Limited crossing opportunities
3. Missing volunteer
4. Inconsistent operations plans
5. Citizen complaints & delays



Root Causes

1. Swim cancellation compressed timeline
2. 2,500 cyclists released rapidly
3. No staggered gaps
4. Infrastructure limitations
5. No alternate roadways to cross the cycling path (bridges/overpasses)
6. Cyclists turning left at FM 428/Dallas Pkwy causing massive delays in front of the hospital



Recommendations

1. Enforce staggered race starts

2. Select routes with available detours (alternate routes were looked at, but roadway infrastructure has not been built yet within Celina to allow for proper re-routing of vehicles)



Questions?

MINUTES
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MARCH 10, 2026
5:00 PM

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Tubbs led the Pledge of Allegiance and Pastor Jacob Browning gave the Invocation.

III. EXECUTIVE SESSION:

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

The City Council convened into Executive Session at 5:02 PM.

Council Member Koehne arrived at 5:09 PM.

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding Kakalecick, et al. v. City of Celina.

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

B. Discussion regarding Project Kingsmen.
C. Discussion regarding Project Orange.
D. Discussion regarding Project Opal.
E. Discussion regarding Project Southland.
F. Discussion regarding an assignment of the Development, Incentive, and Facilities agreement with Trinity Celina, LLC.
G. Discussion regarding an economic development agreement for a business generally located at 300 N. Oklahoma Dr.
H. Discussion regarding an incentive application received for the property generally located at 201 W. Walnut St.

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

I. Discussion regarding Punk Carter Parkway Eminent Domain.

J. Discussion regarding Pecan Street Improvements Eminent Domain.
K. Discussion regarding 54" Glendenning Transmission Line Eminent Domain.
L. Discussion regarding Celina Economic Development Corporation owned property.

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

The City Council closed Executive Session and reconvened into Open Session at 6:12 PM.

Moved to Item III. P.

M. Consider and act on a Resolution of the City Council of the City of Celina, Texas, finding that a public necessity exists and authorizing condemnation to acquire right of way of 0.881 acres, drainage easements totaling 0.811 acres and temporary construction grading easements totaling 0.210 acres for construction of public improvements, including but not limited to, construction and maintenance of roadway, drainage improvements, grading, such appurtenant facilities as may be necessary, and other public uses, on five real properties as portions of tracts of land generally described as being located in the T Cox Survey, Abstract A0309A, J. Ray survey, Abstract A1104A, and A. Ray survey, Abstract A1106A, Denton County, Texas, Denton County property IDs #196341, 196342, 52590, 52656, and 52650; such properties generally located on the western end of the Punk Carter alignment connection to FM 428, and being more particularly described herein; providing notice of an official determination to acquire real property for construction and maintenance of roadway, drainage, grading, such appurtenant facilities as may be necessary, and other public uses; authorizing the City Manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the properties; ratifying prior documents made for acquisition of the properties; authorizing legal counsel to institute eminent domain proceedings on behalf of the City for the acquisition of the properties if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

MOTION: Mayor Pro Tem Cawlfield motioned that the City of Celina authorize the use of the power of eminent domain to acquire a right of way of 0.881 acres, drainage easements totaling 0.811 acres, and temporary construction grading easements totaling 0.210 acres on five parcels of property located in the T Cox Survey, Abstract A0309A, J. Ray Survey, Abstract A1104A, and A. Ray Survey, Abstract A1106A, Denton County, Texas, and being a part of Denton CAD Property IDs #196341, 196342, 52590, 52656, and 52650 as recorded in the Official Public Records of Denton County Document No. 2004-135532, generally located on the western end of the Punk Carter alignment connection to FM 428, (as more fully described in Exhibit "A" of the proposed resolution for this item) for a public purpose and use to install and maintain roadway, including but not limited to, the municipal purpose of installation and maintenance of roadway, drainage, grading, with such appurtenant facilities as may be necessary, and other public uses, and adopt Resolution No. 2026-009R, with this Motion and subsequent first record vote applying to all units of property to be condemned. Seconded by Council Member Wigginton. For: Mayor Ryan Tubbs, Mayor Pro Tem Cawlfield, Deputy Mayor Pro

Tem Grumbles, Council Member Ferguson, Council Member Hopkins, Council Member Wigginton, Council Member Koehne. Against: None. The motion carried 7-0.

N. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, finding that a public necessity exists and authorizing condemnation to acquire rights of way totaling 0.032 acres and temporary construction easements totaling 0.009 acres for construction of public improvements for W Pecan Street from N Arizona Drive to N Florida Drive, including but not limited to, construction and maintenance of roadway, drainage, grading, such appurtenant facilities as may be necessary, and other public uses, on two real properties as portions of tracts of land generally described as being located in the John Willock Survey, Abstract No. 1055, City of Celina, Collin County, Texas, and being a part of tract 24a and tract 24e of Perkins addition, an unrecorded plat, Collin CAD property IDs #982752 and #1586091; such properties generally located east from the corner of W Pecan Street and N Florida Drive, and being more particularly described herein; providing notice of an official determination to acquire real property for construction and maintenance of roadway, drainage, grading, such appurtenant facilities as may be necessary, and other public uses; authorizing the City Manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the properties; ratifying prior documents made for acquisition of the properties; authorizing legal counsel to institute eminent domain proceedings on behalf of the City for the acquisition of the properties if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

MOTION: Mayor Pro Tem Cawlfield motioned that the City of Celina authorize the use of the power of eminent domain to acquire rights of way totaling 0.032 acres and temporary construction easements totaling 0.009 acres on two parcels of property located in the John Willock Survey, Abstract No. 1055, City of Celina, Collin County, Texas, and being a part of Tract 24A and Tract 24E of Perkins Addition, an unrecorded plat, Collin CAD Property IDs #982752 and #1586091, as recorded in the Official Public Records of Collin County Document No. 19870724000501320 and No. 20090928001203750 respectively, generally located east from the corner of W Pecan Street and N Florida Drive, (as more fully described in Exhibit "A" and Exhibit "B" of the proposed resolution for this item) for a public purpose and use to install and maintain roadway, including but not limited to, the municipal purpose of installation and maintenance of roadway, drainage, grading, such appurtenant facilities as may be necessary, and other public uses, and adopt Resolution No. 2026-010R, with this Motion and subsequent first record vote applying to all units of property to be condemned. Seconded by Council Member Hopkins. For: Mayor Ryan Tubbs, Mayor Pro Tem Cawlfield, Deputy Mayor Pro Tem Grumbles, Council Member Ferguson, Council Member Hopkins, Council Member Wigginton, Council Member Koehne. Against: None. The motion carried 7-0.

O. Consider and act on a Resolution of the City Council of the City of Celina, Texas, finding that a public necessity exists and authorizing condemnation to acquire a waterline easement of 0.974 acres and a temporary construction easement of 1.634 acres for construction of a transmission waterline from FM 428 to Southeast Pump Station, including but not limited to, construction and maintenance of the waterline, such appurtenant facilities as may be necessary, and other public uses, on real

properties as portions of a tract of land generally described as being located in the B B B & C RY Co. Survey, Abstract A0132, Tract 14, and being a part of Collin CAD Property ID #2952170, City of Celina, Collin County, Texas; such properties generally located on the northwest side of W Glendenning Parkway and South Preston Road, and being more particularly described herein; providing notice of an official determination to acquire real property for construction and maintenance of a waterline, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the properties; ratifying prior documents made for acquisition of the properties; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the properties if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

MOTION: Mayor Pro Tem Cawlfield motioned that the City of Celina authorize the use of the power of eminent domain to acquire a waterline easement of 0.974 acres and a temporary construction easement of 1.634 acres on one parcel of property located in the BBB & C RY CO. Survey, Abstract A0132, Tract 14, and being a part of Collin CAD Property ID #2952170, City of Celina, Collin County, Texas, generally located on the northwest side of W Glendenning Pkwy and South Preston Road, (as more fully described in Exhibit "A" of the proposed resolution for this item) for a public purpose and use to install and maintain a transmission waterline, including but not limited to, the municipal purpose of construction and maintenance of a waterline, such appurtenant facilities as may be necessary, and other public uses, and adopt Resolution No. 2026-011R, with this Motion and subsequent first record vote applying to all units of property to be condemned. Seconded by Council Member Wigginton. For: Mayor Ryan Tubbs, Mayor Pro Tem Cawlfield, Deputy Mayor Pro Tem Grumbles, Council Member Ferguson, Council Member Hopkins, Council Member Wigginton, Council Member Koehne. Against: None. The motion carried 7-0.

P. Consider and act to approve an Economic Development and Performance Agreement with Vision and Structure, LLC.

MOTION: Mayor Pro Tem Cawlfield motioned to approve an Economic Development and Performance Agreement with Vision and Structure, LLC, seconded by Council Member Hopkins. The motion carried 7-0.

Moved to Item III. M.

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Celina High School Cheerleading Team Proclamation. (Tubbs)
B. Celina High School Swimmers Grace Waldschmidt and Reagan Hix Proclamation. (Tubbs)
C. Recognition of the 2025 Supervisor of the Year and Employee of the Year. (Gartner)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the final concept for the digital mural in the Downtown Center. (Kearney)

B. Recap of the 2026 Celina Economic Development Corporation and City Council Joint Meeting. (Satarino)

VI. OPEN FORUM:

Mayor Tubbs called on those who signed up to speak:

1) Bart Johnson spoke regarding infrastructure.

VII. CONSENT AGENDA:

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

MOTION: Mayor Tubbs motioned to approve the Consent Agenda, excluding Item J, seconded by Council Member Hopkins. The motion carried 7-0.

A. Minutes Approval:
   1) City Council — Work Session — February 4, 2026, 5:00 p.m.
   2) City Council — Joint Meeting with EDC — February 9, 2026, 4:00 p.m.
   3) City Council — Regular Meeting — February 10, 2026, 5:00 p.m.

B. Consider and act to award RFP 2026-016 for Fiber Installation, Phase 4, for the construction of a fiber path between the Downtown Wastewater Treatment Plant and Legacy Hills Wastewater Treatment Plant to R-Tel Construction, LTD. in the amount of $704,762.67 plus ten percent contingency in the amount of $70,476.27 for a total amount not to exceed $775,238.94. (Alexander)

C. Consider and act to authorize Amendment 4 to add the Guaranteed Maximum Price (GMP) for the construction of underground utilities along Walnut Street from Arizona Drive to Colorado Drive through the Construction Manager At Risk, Swinerton, in an amount not to exceed $289,387.00. (Brawner)

D. Consider and act to authorize the City Manager to execute a facility agreement on behalf of the City with St. Philip Church. (Brawner)

E. Consider and act to award Bid #2025-063 to My Unique Office for the library shelving and specialty furniture in the new Public Library in an amount not to exceed $590,190.01. (Brawner)

F. Consider and act to authorize and ratify Amendment 4, Parkhill Smith Cooper's Design Services MSA for the Park Administration fire lane and utility construction plans in the amount not to exceed $93,220.00. (Brawner)

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

Ordinance No. 2026-010

H. Review and acceptance of the Quarterly Investment Report for the period ending December 31, 2025. (Bromiley)

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

Ordinance No. 2026-011

J. Consider and act upon approval of an Interlocal Cooperation Agreement between the City of Celina, the City of Anna, the City of Melissa, and the City of Princeton for mutual law enforcement assistance. (Cullison)

MOTION: Mayor Tubbs moved to approve an Interlocal Cooperation Agreement, seconded by Council Member Wigginton. The motion carried 7-0.

K. Consider and act upon an Ordinance amending the Code Ordinance, Chapter 1, General Provisions, Article 1.11, Section 1.11.035 to make rules applicable to electric bicycles and add Section 1.11.041 Bicycles and Electric Bicycle Riding and Skating in Parks and on Bike Trails. (Cullison)

Ordinance No. 2026-012

L. Consider and act to approve a Work Authorization with B-Weiss Entertainment Group, LLC., for event infrastructure at Celina Cajun Fest in an amount not to exceed $282,868.50. (Monaco)

M. Consider and act to approve a policy on City Council Proclamations. (Monaco)

N. Consider and act to authorize the purchase of an Automated Material Handling system from Bibliotheca through a cooperative contract in the amount not to exceed $134,025.79 for the Downtown Center. (Ortiz)

O. Consider and act to approve the purchase of six (6) Self-Check kiosks and people counters for the Downtown Center from Bibliotheca through a BuyBoard contract with the State of Texas, for an amount not to exceed $113,643.27. (Ortiz)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a Public Hearing to consider and act upon an Ordinance amending the comprehensive zoning ordinance, for a Specific Use Permit (SUP) to allow for an Office/Medical Office use on approximately one (1) acre; generally located at the northwest corner of Colorado Street and Oak Street, within the Downtown Code – Verandas District, within the City limits. (Mohan)

Mayor Tubbs opened the Public Hearing at 7:02 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:06 PM.

MOTION: Council Member Wigginton motioned to approve Ordinance No. 2026-013, seconded by Deputy Mayor Pro Tem Grumbles. The motion carried 7-0.

B. Conduct a Public Hearing to consider and act upon a request for a Development Agreement on approximately nine (9) acres of land; generally located along Choate Parkway and approximately 1,700 feet east of Coit Road, within both the City limits and the Extraterritorial Jurisdiction (ETJ), for Creekway Shops. (Mohan)

Mayor Tubbs opened the Public Hearing at 7:10 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:10 PM.

MOTION: Council Member Hopkins motioned to approve a Development

Agreement, seconded by Council Member Ferguson. The motion carried 7-0.

C. Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by rezoning approximately 20 acres to a Planned Development (PD) with Dallas North Tollway Overlay District (DNTO) base zoning, and modified development standards; generally located at the southwest corner of future Clear Creek Parkway and the future Dallas North Tollway, within the City limits, for Ewing Buick GMC Dealership. (McAfee)

Mayor Tubbs opened the Public Hearing at 7:19 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:19 PM.

MOTION: Council Member Ferguson motioned to approve Ordinance No. 2026-014, seconded by Council Member Wigginton. The motion carried 7-0.

D. Conduct a Public Hearing to consider and act upon a Major Modification to the design standards in the Downtown Code, in order to allow for the development of Senior Independent Living; generally located at the southeast corner of Main Street and Oklahoma Drive, within the Downtown Code - Preston Streams District, for Preston Club. (McAfee)

Mayor Tubbs opened the Public Hearing at 7:21 PM.
No one wished to speak.

MOTION: Mayor Tubbs motioned to table the item to the April 14, 2026, meeting, and continue the Public Hearing, seconded by Deputy Mayor Pro Tem Grumbles. The motion carried 7-0.

E. Conduct a Public Hearing to consider testimony and act upon an Ordinance accepting and approving a Service And Assessment Plan and an Improvement Area #2 Assessment Roll – Phase #3 for the Cross Creek Meadows Public Improvement District; making a finding of special benefit to the property in Phase #3 within Improvement Area #2 of the 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 in accordance with Chapter 372, Texas Local Government Code, as amended; and providing penalties and interest on delinquent assessments. (Bromiley)

Mayor Tubbs opened the Public Hearing at 7:27 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:27 PM.

MOTION: Council Member Hopkins motioned to approve Ordinance No. 2026-015, seconded by Council Member Wigginton. The motion carried 7-0.

F. Conduct a Public Hearing to consider testimony and act upon an Ordinance accepting and approving a Service And Assessment Plan and an Improvement Area #2 Assessment Roll – Phase #4 for the Cross Creek Meadows Public Improvement

District; making a finding of special benefit to the property in Phase #4 within Improvement Area #2 of the 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 in accordance with Chapter 372, Texas Local Government Code, as amended; and providing penalties and interest on delinquent assessments. (Bromiley)

Mayor Tubbs opened the Public Hearing at 7:28 PM.
No one wished to speak.
Mayor Tubbs closed the Public Hearing at 7:28 PM.

MOTION: Council Member Hopkins motioned to approve Ordinance No. 2026-016, seconded by Council Member Ferguson. The motion carried 7-0.

IX. ACTION ITEM:

A. Consider and act upon an Ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #2 Project); and approving and authorizing related agreements. (Bromiley)

MOTION: Council Member Wigginton motioned to approve Ordinance No. 2026-017, seconded by Council Member Hopkins. The motion carried 7-0.

B. Consider and act upon an Ordinance approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2026 (Cross Creek Meadows Public Improvement District Improvement Area #1 Project); approving a Service and Assessment Plan and updated Improvement Area #1 Assessment Roll; and approving and authorizing related agreements. (Bromiley)

MOTION: Council Member Hopkins motioned to approve Ordinance No. 2026-018, seconded by Council Member Ferguson. The motion carried 7-0.

Moved to Item IX. D.

C. Consider and act on acceptance of the Fiscal Year 2025 Audit, the Annual Comprehensive Financial Report (ACFR), the Annual Single Audit Report, and presentation by Forvis Mazar, LLP. (Bromiley)

MOTION: Council Member Koehne motioned to approve the agenda item, seconded by Council Member Hopkins. The motion carried 7-0.

D. Consider and act to approve a Resolution adopting the 2026-2030 Five-year Capital Improvements Program. (Brawner, Stovall)

MOTION: Council Member Hopkins motioned to approve Resolution No. 2026-012R, seconded by Council Member Wigginton. The motion carried 7-0.

E. Discussion and consideration of all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation and declaring expectation to reimburse expenditures with proceeds of future debt,

including the adoption of a Resolution pertaining thereto. (Stovall)

MOTION: Council Member Wigginton motioned to approve Resolution No. 2026-013R, seconded by Deputy Mayor Pro Tem Grumbles. The motion carried 7-0.

F. Consider and act to award Bid 2026-022 for the construction of Celina Road Well, to Dake Construction (The GenCon Group, Inc.) in the amount of $5,986,170.00, plus a ten percent (10%) contingency in the amount of $598,617.00 for a total amount not to exceed $6,584,787.00. (Brawner)

MOTION: Council Member Hopkins motioned to approve the agenda item, seconded by Council Member Wigginton. The motion carried 7-0.

G. Consider and act to award Bid 2026-020 for the Dallas Parkway Intersection Improvements project to Mario Sinacola & Sons Excavating, Inc., in the amount of $3,171,201.78, plus a ten (10) percent contingency of $317,120.18 for a total amount not to exceed $3,488,321.96. (Brawner)

MOTION: Deputy Mayor Pro Tem Grumbles motioned to approve the agenda item, seconded by Council Member Wigginton. The motion carried 7-0.

H. Consider and act to award Bid 2026-005 for the Improvements to Glendenning Rail Road Crossing and paving on Glendenning Parkway between Preston Road and FM428 to GRod Construction, LLC, in the amount of $1,165,420.50 plus a ten percent (10%) contingency in the amount of $116,542.05 for a total amount not to exceed $1,281,962.55. (Brawner)

MOTION: Mayor Tubbs motioned to approve the agenda item, seconded by Council Member Wigginton. The motion carried 7-0.

I. Consider and act to award Bid 2026-015 for the reconstruction of Hillside Drive to Vlex Construction, LLC, in the amount of $759,860.00 plus a ten percent (10%) contingency in the amount of $75,986.00 for a total amount not to exceed $835,846.00. (Brawner)

MOTION: Council Member Hopkins motioned to approve the agenda item, seconded by Mayor Pro Tem Cawlfield. The motion carried 7-0.

J. Consider and act to award CSP 2026-018 for the construction of the Ousley Park Stream Restoration and Trail project to RoeschCo Construction, LLC., in the amount of $11,924,937.70 plus a ten (10) percent contingency of $1,192,493.77 for a total amount not to exceed $13,117,431.47. (Brawner)

MOTION: Council Member Wigginton motioned to approve the agenda item, seconded by Council Member Ferguson. The motion carried 7-0.

K. Consider and act to award Bid 2026-017 for Coit Road Asphalt Replacement to JLC Excavation, LLC, in the amount of $1,840,206.74 plus a ten (10) percent contingency in the amount of $184,020.67 for a total amount not to exceed $2,024,227.41. (Brawner)

MOTION: Council Member Hopkins motioned to approve the agenda item, seconded by Council Member Ferguson. The motion carried 7-0.

L. Consider and act to award Bid 2026-021 for the reconstruction of Oklahoma Drive from E. Pecan Street to E. Malone Street to SYB Construction, in the amount of $2,295,687.76 plus a ten percent (10%) contingency in the amount of $229,568.77 for a total amount not to exceed $2,525,256.53. (Brawner)

MOTION: Mayor Ryan Tubbs motioned to approve the agenda item, seconded by Council Member Koehne. The motion carried 7-0.

M. Consider and act to award Bid #2026-002 for architectural, landscape architecture, and engineering services to Parkhill, Smith, & Cooper, Inc., for Ousley Park and S. Arkansas Street improvements in the amount of $2,947,500.00. (Walsh)

MOTION: Council Member Hopkins motioned to approve the agenda item, seconded by Council Member Wigginton. The motion carried 7-0.

N. Consider approval of a Resolution nominating a candidate to fill a vacancy on the Denton Central Appraisal District Board of Directors. (Owens)

MOTION: Council Member Koehne motioned to deny the Resolution, seconded by Mayor Tubbs. The motion carried 7-0.

Moved to Item IX. C.

X. **ADJOURNMENT:**

Mayor Tubbs adjourned the meeting at 8:04 PM.

Approved on the 14th day of April 2026.

_____

Ryan Tubbs, Mayor

_____

Ashley Owens, City Secretary

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Kimberly Brawner, Assistant City Manager
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to authorize and ratify Amendment 5, Parkhill Smith Cooper's Design Services MSA for the Park Administration Indoor Turf Building forensics study in the amount not to exceed $66,620.00. (Brawner)

Background Information:
In September 2024, the City Council awarded the building Design Agreement with Parkhill Smith Cooper for the Parks Administration Building at 420 E. Main Street. The initial schematic design was approved by the City Council in July 2024. In December 2024, the City Council awarded the construction manager at risk (CMAR) to Crossland Construction, and staff approved Amendment 1 for an additional park survey to incorporate the additional 8.3 acres the City purchased along S Oklahoma (B 289) into the park boundaries. In January 2025, Amendment 2 was executed for $12,500 for additional analysis of the existing master plan and consideration of various options regarding the placement of the various elements and parking impact. In addition, the Celina City Council approved the final design of the Parks Administration building. The guaranteed maximum price (GMP) was awarded by the City Council in June 2025 to Crossland Construction for $6,197,824.00. Construction started in July 2025, with completion scheduled for September 2026.

As part of the final plan review process, it was determined that the Parks Administration building needed additional fire protection. In June 2025, Amendment 3 was executed to evaluate potential design options for a fire lane to serve the Parks Administration building. The three options were presented to the Celina City Council in July 2025. City Council selected Option 3, which includes the design of a fire lane that will circle the future park pavilion and the old indoor athletic training room. Due to the timeline involved in the construction, Parkhill started the design of the fire lane immediately upon council direction following the workshop presentation. As part of the Doe Branch Stream Restoration project and the construction of the required fire loop for the Parks Administration building, a portion of the existing Indoor Turf Building will need to be removed.

After meeting with the contractor, it was brought to the staff that the contractor had concerns about the stability of the metal structure once the external additions were removed. The primary concern was the removal of one or more walls of the existing structure and the potential lift caused by the wind load entering the building. Due to project timing and the potential safety issue, staff proceeded with a forensic analysis of the existing indoor turf building. Staff requests that the Council ratify Amendment 5 to the Parkhill design contract for the Professional Engineer's Forensic Report of the Indoor Turf Building for fire lane construction to serve the Parks Administration building.

Legal Review:
The Work Authorization Amendment has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Amendment

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

Staff Recommendation:
Staff recommends authorizing the work authorization amendment for design services as presented.



Parks Administration

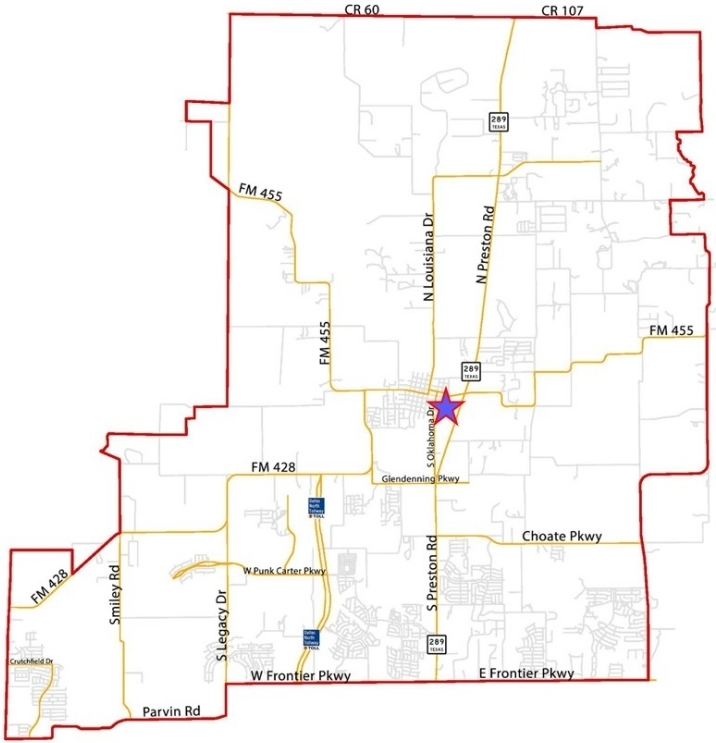
Indoor Turf Building

Design Amendment 5

April 14, 2026

Kimberly Brawner, P.E., PTOE
Assistant City Manager

Location Map



Parks Admin. Project Background

- ~~9/2023 – Parkhill selected as project design architect~~
- ~~7/2024 – Initial Schematic Design reviewed by City Council~~
- ~~12/2024 – CMAR Awarded to Crossland Construction~~
- ~~1/2025 – City Council review of final design~~
- ~~6/2025 – Building GMP to City Council~~
- ~~7/2025 – Construction Started~~
- 4/2026 Fire Lane – Civil GMP to City Council, construction to begin following.
- 10/2026 Completion of Fire Lane and Move into Building









August 2025 CC Approved Fire Lane design





Scope of Work

- Evaluate existing structure for stability once the southern and eastern pieces are removed
- Prepare a recommendation on safety and reinforcement necessary to preserve the building
- Engineer stamped forensics report cost not to exceed: $66,620.00



1.4 – Structural Analysis

A/E will use measurements taken during the field survey to calculate the structural capacities of two steel frames (one interior and one end), representative purlins, and their connections to each other. These capacities will be compared to the anticipated design loads on the structure, including dead, live, environmental, and wind loads (determined in Task No. 1.3). A review of lateral bracing requirements will also be included in the structural analysis. Analysis of the building foundation will be limited to rough approximations and subjective opinions based on findings from NDE methods unless original structural drawings are provided. Potential overload and non-compliant conditions will be identified for review by A/E. Review of geotechnical conditions and determination of soil bearing pressures will be excluded.

1.5 – Reporting

A written report will be prepared discussing the document review, observations from the on-site survey, calculated loads, structural analysis results, and the significance of those findings regarding their impact on the redevelopment of the structure. The changes in wind loading on the structure due to the removal of the wall panels and the implications on the redevelopment will be discussed in WJE's report. The report will include photographs of representative conditions, distress, deterioration, and other items that warrant review by A/E. Repairs beyond general recommendations will not be included for non-compliant conditions.

Limitations

A/E will note observed conditions that may present redevelopment concerns or appear clearly inconsistent with typical code requirements, based solely on the limited visual survey and without performing a comprehensive code compliance review. A/E's assessment and structural analysis should not be interpreted as a substitute for engineering design of the modified structure. No representation is made regarding the absence of additional conditions beyond those observed as part of this limited assessment. The findings are intended to support the structural engineer-of-record in designing modifications to the structure as part of the redevelopment.

Fee Summary

A | **Phase 1 - Conceptual Design**
H&H, Survey, Environmental, LOMR Existing, CLOMR Proposed, Public Involvement

B | **Amendment 1 -**
Intersection with FM 428 Construction Plans

C | **Amendment 2**
Carey Rd to Punk Carter Construction Plans

D | **Amendment 3**
Intersection with FM 428 Construction Admin

E | **Phase 5 - Legacy Drive**
Intersection with FM 428 Construction Admin

F | **Total $2,561,610.00**



Questions?

Parkhill

January 15, 2026

Ms. Kimberly Brawner
Assistant City Manager
City of Celina
142 N. Ohio St., Celina, TX 75009

Re: AMENDMENT No. 005 to the Agreement for Professional Services
dated September 25, 2023 for the City of Celina Parks Administration Building RFQ 2023-051
Project Address: 503 E Pecan St, Building D, Celina, TX 75009

Dear Ms. Brawner:

City of Celina (CLIENT) and Parkhill (A/E) amend the referenced Agreement as follows:

SCOPE OF WORK

Parkhill (A/E) will provide additional Professional Design Services for the Celina Parks Administration Building Project. The following is included in the additional Scope:

Task 1 | Indoor Practice Facility Structural Assessment & Report

1.1 – Document Review
A/E will review drawings, reports, photographs, maintenance records, and other documents that may become available for the portion of the PEMB that is to remain. A/E will also review any documents depicting the scope of proposed redevelopment. Review of the documents will aid in understanding the design and construction of the building. Such documents may also be utilized to facilitate note taking while conducting our site visit.

1.2 – On-Site Survey
A/E will conduct a visual survey of the interior and exterior portions of the PEMB to remain to observe conditions related to structural performance. A/E will note and document the locations of damage, distress, and deterioration that could affect the redevelopment of the structure. Additionally, readily apparent conditions which do not conform with accepted industry standards will be documented. Observations will be limited to conditions visible at the time of the survey and at the locations accessed, and do not constitute a comprehensive evaluation of all structural elements or conditions, including concealed or inaccessible components.

The observations will be made from ground-level by walking the perimeter of the entire structure along the interior and exterior, aided by the use of binoculars. In addition, close-range observations will be made of representative roof framing elements (e.g., purlins, beams, bracing, and roof panels) and related connections from an aerial lift. Conditions of interest will be documented with photographs, measurements, and field notes. A/E will use nondestructive evaluation (NDE) methods such as ultrasonic thickness readings of steel members to detect section loss or determine element thicknesses. Ground penetrating radar will also be used to determine slab thickness, determine general reinforcing layout, and identify locations of grade beams. For the purposes of this proposal, A/E assumes a two-person team will perform the survey over one to two days and that an aerial lift will be provided by the CLIENT'S Contractor. A/E also requests that prior to arrival on site, the floor coverings and column enclosures be removed to expose the concrete slab and base of frames, respectively.

1.3 – Loading Determination
WJE will utilize the applicable building code and referenced standards to determine dead, live, environmental, and wind loads on the roof supporting structural elements (i.e., frames and purlins) of the proposed open structure. This analysis will be based on the revised configuration of the structure as indicated by Exhibit A.

1.4 – Structural Analysis
A/E will use measurements taken during the field survey to calculate the structural capacities of two steel frames (one interior and one end), representative purlins, and their connections to each other. These capacities will be compared to the anticipated design loads on the structure, including dead, live, environmental, and wind loads (determined in Task No. 1.3). A review of lateral bracing requirements will also be included in the structural analysis. Analysis of the building foundation will be limited to rough approximations and subjective opinions based on findings from NDE methods unless original structural drawings are provided. Potential overload and non-compliant conditions will be identified for review by A/E. Review of geotechnical conditions and determination of soil bearing pressures will be excluded.

1.5 – Reporting
A written report will be prepared discussing the document review, observations from the on-site survey, calculated loads, structural analysis results, and the significance of those findings regarding their impact on the redevelopment of the structure. The changes in wind loading on the structure due to the removal of the wall panels and the implications on the redevelopment will be discussed in WJE's report. The report will include photographs of representative conditions, distress, deterioration, and other items that warrant review by A/E. Repairs beyond general recommendations will not be included for non-compliant conditions.

Limitations
A/E will note observed conditions that may present redevelopment concerns or appear clearly inconsistent with typical code requirements, based solely on the limited visual survey and without performing a comprehensive code compliance review. A/E's assessment and structural analysis should not be interpreted as a substitute for engineering design of the modified structure. No representation is made regarding the absence of additional conditions beyond those observed as part of this limited assessment. The findings are intended to support the structural engineer-of-record in designing modifications to the structure as part of the redevelopment.

<u>Excluded Services</u>
Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Architectural Design
- Civil Engineering
- Landscape Architecture Design
- Additional Design Meetings
- Architectural drawings to convert the indoor training facility into a pavilion.
- Submittals or coordination with the United States Army Corps of Engineers.
- Hydrologic or Floodplain Studies
- 3D Renderings
- Site Entitlement
- Surveys and Geotechnical Reports
- Off-site Utility Design
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Full-time Construction Observation Services
- Preparation of Construction Documents for more than one bid package.
- Phased Construction
- Fast-track Construction
- Construction Material Testing
- Texas Department of Health Demolition Notification
- Commissioning and Special Inspections
- Traffic Impact Analysis
- Furniture, Fixtures, and Equipment Planning and Documentation

COMPENSATION

Compensation for these additional Professional Services to be based on a lump-sum amount of Sixty-Six Thousand Six Hundred and Twenty Dollars and 00/100 ($66,620.00).

Except as expressly modified herein, no other provisions of the Agreement between the A/E and CLIENT are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect per its terms, as amended.

This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between A/E and CLIENT, concerning the subject matter thereof.

ACCEPTANCE OF AMENDMENT BETWEEN CLIENT AND A/E

Acceptance of this Amendment is indicated by an authorized agent of the CLIENT and A/E signing in the space provided below. Unless another date is specified, we will consider receipt of an executed Amendment as authorization to proceed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement in duplicate effective on the last date signed.

PARKHILL (A/E)

By _____
Kyle LaFerney | Principal
Regional Client Leader

CITY OF CELINA (CLIENT)

Signature:_____

Name:_____

Title:_____

Date:_____

Enclosures: Exhibit A – Indoor Practice Facility

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, landscape architects in Texas."

Parkhill

EXHIBIT A



Life Connected.



Finance
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Robin Bromiley, Director of Finance
CC: Karla Stovall, Assistant City Manager
Date: April 14, 2026

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

Background Information:
The City routinely amends its budget, which for Fiscal Year 2026 runs from October 1st to September 30th, 2026, to secure Council approval for updated appropriations in various funds. These amendments address a range of needs, including administrative adjustments to accurately reflect offsetting revenues and expenses, cover unanticipated expenditures, allocate new revenues, and facilitate the transfer of internal funds across the City's operational platform, with all changes ultimately approved by ordinance.

The following expenditures are requested for amendment to the original budget for the month of April 2026:

- $43,702 in General Fund expenses to add an IT Integrations Analyst to the IT Department at 1.0 FTE bringing the City total to 403.25 FTEs.
- $36,616 in General Fund expenses for Procore Project Management Software.
- $225,000 in General Fund expenses for Oktoberfest.
- $1,000,000 in Tree Mitigation Fund for Ousley Park Trail and Stream.
- $103,390 in General Fund for Cybersecurity funded by Grant Revenue.
- $25,848 in General Fund for a Cybersecurity grant match.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Ordinance

Financial Consideration:
The proposed amendment uses fund balance and revenue to authorize additional expenditures for a variety of City funds. Across all funds, there is an adequate fund balance to fund the proposed amendment.

Staff Recommendation:
Staff recommends approval.



March Budget Amendment

4/14/2026



Details

- $43,702 in General Fund for an IT Integrations Analyst for 5 months at 1.0 FTE, total City FTEs 403.25.
- $36,616 in General Fund for Procore Project Management Software.
- $225,000 in General Fund expense for Oktoberfest.
- $1,000,000 in Tree Mitigation Fund for Ousley Park Trail and Stream improvements.
- $103,390 in General Fund for a Cybersecurity Grant.
- $25,848 in General Fund for a Cybersecurity Grant match.



Thank You!

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2025-94, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2025-2026 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT "A", ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2025-2026, heretofore previously adopted by Ordinance 2025-94; and

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

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

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

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

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

SECTION 2. The City's budget for the fiscal year ending September 30, 2026, heretofore previously adopted by Ordinance 2025-94 duly enacted by the City Council of the City of Celina on the 9th day of September, 2025, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

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

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

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

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

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

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

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

DULY PASSED and APPROVED by the City Council of the City of Celina, Texas, on this 14th day of April 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
FY 2025-2026 Budget Amendment

Meeting Date: April 14, 2026

Account #	Account Name	Description	Adjustment
102-31-3050	Fund Balance	Fund Balance Offset	(305,318)
102-103-000-6100	Salaries	IT Integrations Analyst in the IT Department 1 FTE, total 403.25 FTEs	43,702
102-115-000-6311	Computer Software	Procore Project Management Software	36,616
102-114-000-6762	Oktoberfest	Oktoberfest	225,000
130-31-3050	Fund Balance	Fund Balance Offset	(1,000,000)
130-113-000-8502	Construction	Ousley Park Trail and Stream	1,000,000
102-400-000-4501	Grant Revenue	Grant Revenue	(103,390)
102-31-3050	Fund Balance	Fund Balance Offset	(25,848)
102-103-000-6100	Personnel	Grant for Cybersecurity	103,390
102-103-000-6100	Personnel	Grant Match for Cybersecurity	25,848

Life Connected.

Police
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: John Cullison, Police Chief
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Consider and act upon a Resolution authorizing the submission of a grant application to the Motor Vehicle Crime Prevention Authority (MVCPA) Grant Program. (Cullison)

Background Information:
The City of Celina Police Department is requesting City Council approval of a Resolution authorizing submission of a grant application to the Motor Vehicle Crime Prevention Authority (MVCPA) for the Fiscal Year 2027 Catalytic Converter Theft Prevention Grant Program. The proposed grant will fund the continued operational costs associated with the department's existing License Plate Reader (LPR) camera system, which was previously acquired through MVCPA funding. Continued funding will allow the City to sustain the use of this technology to detect, deter, and investigate motor vehicle-related crimes, including catalytic converter theft. Approval of the Resolution will authorize submission of the grant application and designate the appropriate officials to administer the program, if awarded.

The Celina Police Department was awarded MVCPA grant funding in FY2026 to deploy 41 License Plate Reader (LPR) cameras throughout the City. These cameras were strategically installed at key ingress and egress points, commercial areas, and high-traffic corridors to support proactive enforcement and investigative efforts related to motor vehicle crimes. The MVCPA requires a new Resolution from the governing body for each grant application cycle. Approval of this Resolution is a mandatory component of the FY2027 application process and is required prior to submission of the grant application.

Legal Review:
Resolution has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation

2. Resolution

Financial Consideration:
The FY2027 grant application will request funding to support the annual operational and subscription costs associated with the existing LPR system.

The grant requires a minimum 20% cash match, which will be funded through the department's budget. The contracted amount for our annual service is $123,000.00. The City's match for this grant would be $24,600.00.

Staff Recommendation:
Staff recommends approval.



Celina Police Department

Motor Vehicle Crime Prevention Authority (MVCPA) Grant
FY2027 Catalytic Converter Theft Prevention Grant

John A. Cullison #616
Police Chief

April 14, 2026

Overview & Current Program

- MVCPA grant supports law enforcement efforts to reduce motor vehicle crime
- Celina PD was awarded FY2026 funding to deploy 41 Flock LPR cameras
- Cameras installed at key ingress/egress points and high-traffic areas
- System provides
  - Real-time alerts on suspect vehicles
  - Investigative and intelligence support
  - Regional data sharing with partner agencies

FY 2027 Grant Request

- No new equipment requested
- Funding will support:
  - Annual operational / subscription costs for existing LPR system
- Grant details:
  - 1-year term (Sept 2026 – Aug 2027)
  - Reimbursement-based
  - Requires 20% City cash match ($24,600)

Why This Matters/Council Action

- Maintains an already deployed and operational public safety system
- Supports proactive detection and investigation of vehicle-related crimes
- Loss of funding would require:
  - Full City funding or
  - Reduction in LPR coverage

Council Action Requested:

Approve Resolution authorizing submission of FY2027 MVCPA grant application



Thank You!

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) GRANT PROGRAM; COMMITTING TO COMPLIANCE WITH STATE LAW IN THE MANAGEMENT OF GRANT FUNDS AND THE RETURN OF FUNDS IN THE EVENT OF LOSS OR MISUSE; DESIGNATING THE AUTHORIZED OFFICIAL, PROGRAM DIRECTOR, AND FINANCIAL OFFICER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat catalytic converter theft in the jurisdiction; and

WHEREAS, the City Council of the City (the "City Council") now declares this grant program will assist the City in combating catalytic converter theft; and

WHEREAS, the City Council hereby agrees that all grant funds shall be used and managed in accordance with the provisions of Texas Administrative Code Title 43; Part 3; Chapter 57; and

WHEREAS, the City Council hereby agrees that in the event of loss or misuse of the grant funds, the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority; and

WHEREAS, the City Council desires to designate an Authorized Official to apply for and manage the grant application submission, and accept said grant on behalf of the City, and to designate a Program Director and Financial Officer to manage the grant; and

WHEREAS, the City Council now finds it in the best interest of the citizens of the City to submit a grant application to the Motor Vehicle Crime Prevention Authority.

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

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

SECTION 2: Appointments. Robert Ranc, City Manager, is hereby designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant. Brent Brown, Assistant Chief, is hereby designated as the Program Director. Robin Bromiley, Director of Finance, is hereby designated as the Financial Officer for this grant.

SECTION 3: **Effective Date**. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND ADOPTED by the City Council of the City of Celina, Texas, on this 14th day of April 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Andrew Figueroa, Director of Public Works
CC: Kimberly Brawner, Assistant City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to authorize the purchase of school zone flashers and equipment for Prosper ISD Jim Bridges Middle School and Celina ISD Willard Elementary School from Consolidated Traffic Control, Inc., through a cooperative contract with Houston-Galveston Area Council cooperative purchasing program (HGACBuy), Contract #PE-05-21, for an amount not to exceed $140,761.00. (Figueroa)

Background Information:

The Public Works Department seeks approval for the purchase and installation of school zone flashers and related equipment for Prosper ISD Jim Bridges Middle School and Celina ISD Willard Elementary Schools. These flashers are critical for ensuring the safety of students and pedestrians by alerting motorists to reduced speed limits during school hours.

This purchase will be made from Consolidated Traffic Control, Inc. through the Houston-Galveston Area Council cooperative purchasing program (HGACBuy), through contract #PE-05-21. Utilizing this cooperative contract ensures cost efficiency and compliance with procurement policies while streamlining the purchasing process.

The total cost for the school zone flashers and equipment will not exceed $140,761.00.

Item	School	Cooperative Contract	Cooperative Contract Number	Total Cost
School Zone Flashers & Equipment	Prosper ISD Jim Bridges Middle School	HGACBuy	PE-05-21	$81,907
School Zone Flashers & Equipment	Willard Elementary	HGACBuy	PE-05-21	$58,854.00

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. PISD Middle School Flasher Quote
3. CISD Willard School Zone Flasher Quote

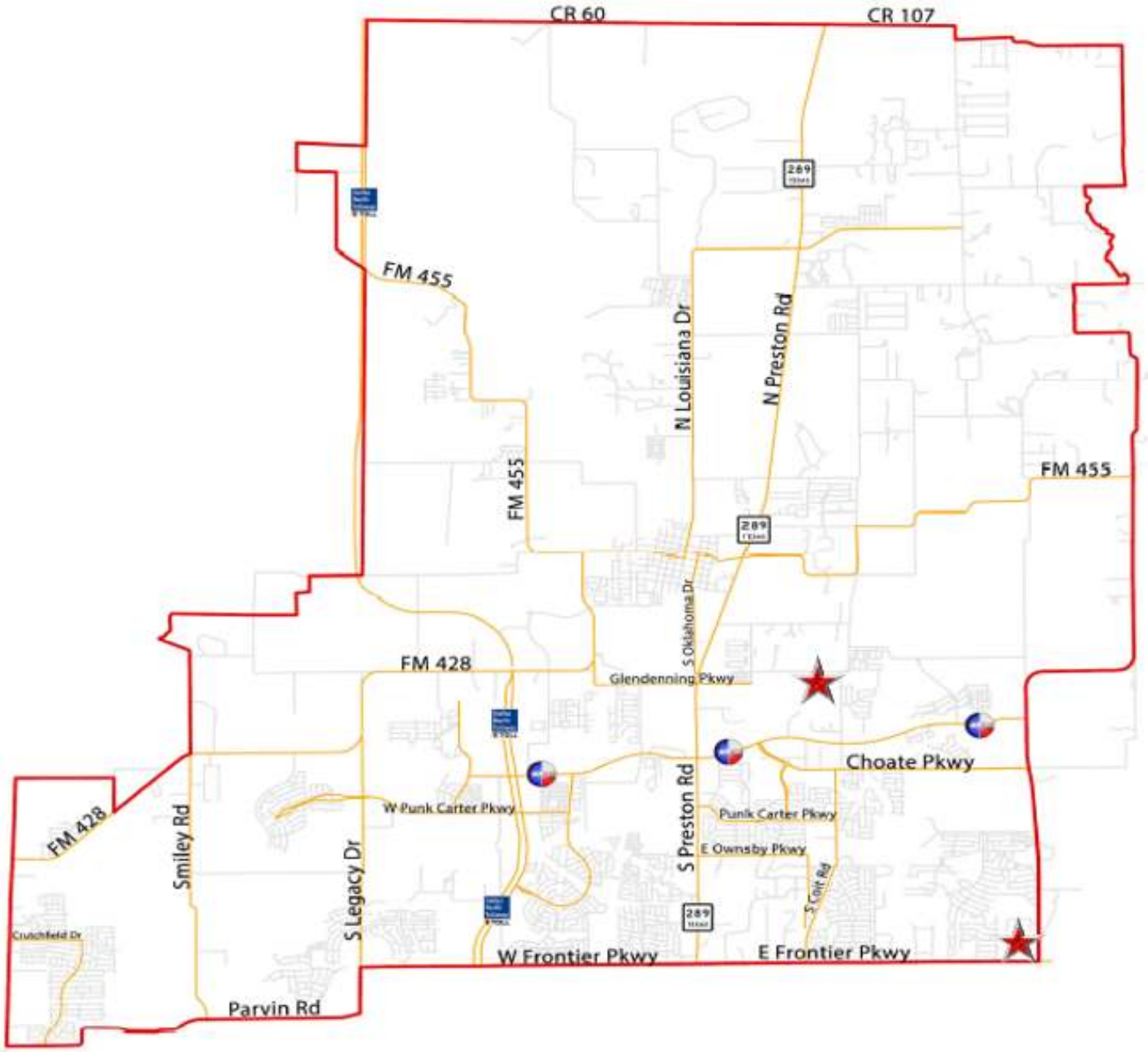
Financial Consideration:
Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends authorizing the purchase as presented.



2026-2027 School Zone Flashers

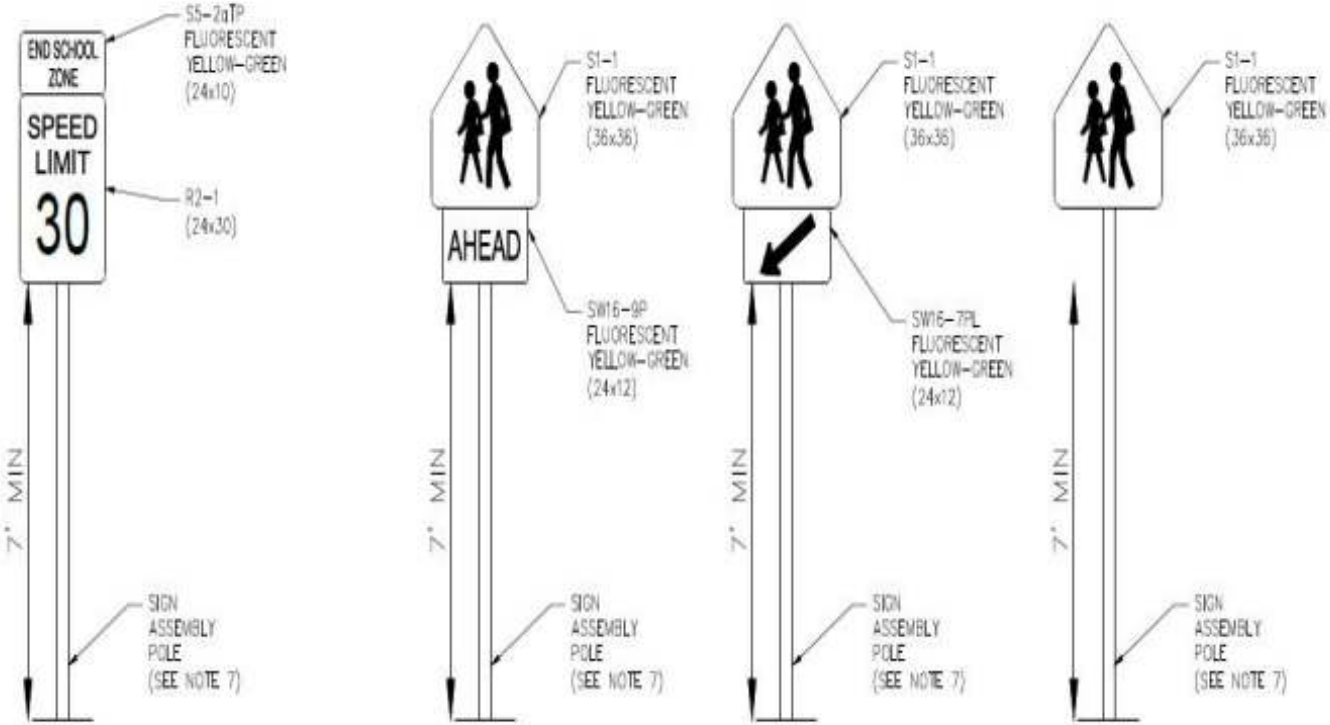
Location Map



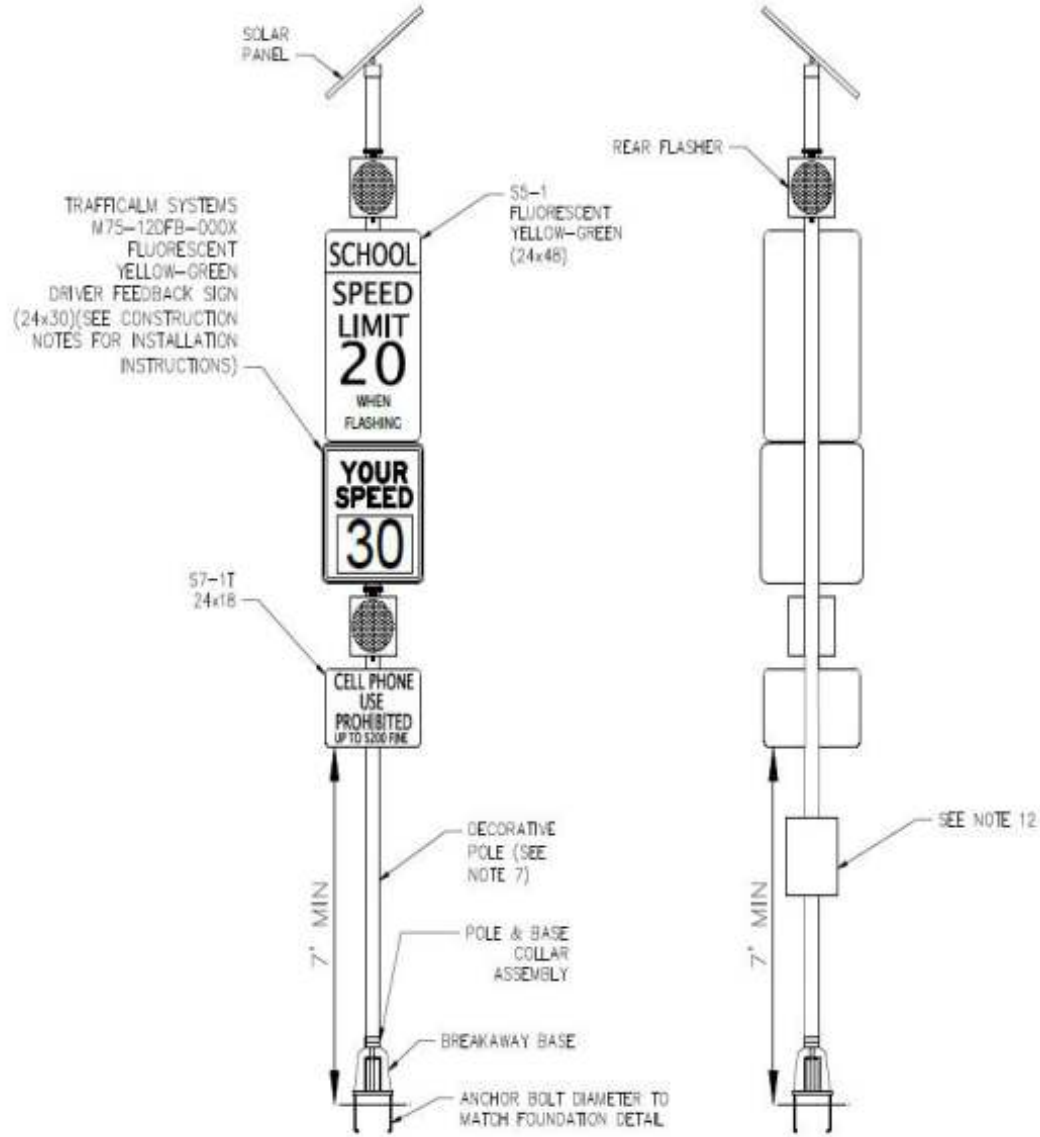
AGENDA OVERVIEW

- Consider and act to purchase school zone flashers and equipment for Prosper ISD Jim Bridges Middle School and Celina ISD Willard Elementary School from Consolidated Traffic Control, Inc. through a cooperative contract with Houston-Galveston Area Council cooperative purchasing program (HGACBuy), contract #PE-05-21, for an amount not to exceed $140,761.00.
- Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.
- Staff recommends approval.

SCHOOL ZONE SIGNAGE DETAIL



STATIC SIGN ASSEMBLY



FLASHING BEACON ASSEMBLY

School Zone Cost and Location

Item	School	Cooperative Contract	Cooperative Contract Number	Total Cost
School Zone Flashers & Equipment	PISD Jim Bridges Middle School	HGACBuy	PE-05-21	$81,907.00
School Zone Flashers & Equipment	CISD Willard Elementary	HGACBuy	PE-05-21	$58,854.00



Thank You!

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	PE-05-21	Date Prepared:	1/20/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Celina	**Contractor:**	Consolidated Traffic Controls, Inc.
Contact Person:	Josh Smith	**Prepared By:**	Brandon Graham
Phone:	469-525-1978	**Phone:**	800-448-8841
Fax:	BG1162	**Fax:**	800-448-8850
Email:	Jsmith@celina-tx.gov	**Email:**	Brandon.Graham@ctc-traffic.com
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment		
General Description of Product:	Traffic Control Equipment		

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Middle School #8

Line Number	Quan	Description	Unit Pr	Total
63	7	PNS10-503333GHBK One Battery Cabinet Including Panel, No. 2 lock, Regulator and Hinge Bracket (All Poles S	$ 1,516.00	$ 10,612.00
105	7	PNS10-Cab Black Powder Coat Cabinet, Hardware & Mounting Bracket Black	$ 195.00	$ 1,365.00
110	7	PNS10-SP100 100 Watt Solar Panel Assy incl Top of Pole Gimbal Mount and Wiring	$ 581.00	$ 4,067.00
128	7	PNS10-500645 108 Amp Hour Gel Cell Battery MK Battery (Ohio Spec)	$ 463.00	$ 3,241.00
136	7	PNS10-POLE15BLKASSY Black 15' 4.5" Spun Aluminum Pole, Base and Collar and Anchor Bolts	$ 1,301.00	$ 9,107.00
140	-7	PNS10- If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor	$ 81.00	$ (567.00)
141	7	PNS10-501312SA4 4" Anchor Pelco PB-5364 (CTC Purchase this Directly)	$ 1,071.00	$ 7,497.00
147	21	PNS10-SIGAY 12" Signal Heads Aluminum Yellow (1, 2 or 3 per Flasher)	$ 280.00	$ 5,880.00
154	21	PNS10-502463 12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher)	$ 68.00	$ 1,428.00
165	7	PNS10-S1S5-1-MPH? S5-1 Speed Limit Sign Fluorescent Yellow Green (FLYG) DG3 ASTM Type XI (24"x48")	$ 306.00	$ 2,142.00
168	2-35MPH 5-20 MPH	What Speed Limit do you want on the sign?	MPH?	$ -
173	7	PNS10-S1S7-1TK Cell Phone Prohibited Sign (24"x18")	$ 134.00	$ 938.00
251	7	PNS10-507403S Optional Door Switch for DC Guardian	$ 39.00	$ 273.00
253	7	PNS10-502598KDA Optional Knockdown Sensor for DC Guardian (alereadly included on AC Guard board) Note	$ 99.00	$ 693.00
258	7	PNS10-M2M5YR-4AK Five Year Plan With Modem, Cell Service, Cable, Mount and Paddle Antenna	$ 1,430.00	$ 10,010.00
268	7	PNS10-503644-M2M Include an AP22 with ANY Modem and Plan	$ 484.00	$ 3,388.00
313	7	PNS10-DFS-DC12 12" D/C Driver Feedback Sign to tie into existing D/C Power (add Time Switch, Communicatio	$ 2,629.00	$ 18,403.00
315	7	PNS10-S1R2-1-RDR12-G3 SIGN "YOUR SPEED" Fluorescent Yellow Green (FLYG) DG3 ASTM Type XI	$ -	$ -
336	7	PNS10-507413 Add Gateway Board (Communication Capability) Required if you are adding any of the M2M pla	$ 61.00	$ 427.00
			Total From Other Sheets, If Any:	
			Subtotal A:	**$ 78,904.00**

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
21	SE-0567-P33 1-Way Tri Stud 4 1/2 OD Pole	$ 83.00	$ 1,743.00
7	Misc Equipment Black Powder Coating (ie Solar Mount,)	$ 100.00	$ 700.00
14	Black Sheeting on back of signs	$ 40.00	$ 560.00
			$ -
		Total From Other Sheets, If Any:	
		Subtotal B:	**$ 3,003.00**

Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.	**For this transaction the percentage is:**	4%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Quan	Description	Unit Pr	Total
			$ -
			$ -
		Subtotal C:	**$ -**

Delivery Date:	**60 to 90 Days ARO**	**D. Total Purchase Price (A+B+C):**	**$ 81,907.00**

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	PE-05-21	Date Prepared:	1/20/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Celina	**Contractor:**	Consolidated Traffic Controls, Inc.
Contact Person:	Josh Smith	**Prepared By:**	Brandon Graham
Phone:	469-525-1978	**Phone:**	800-448-8841
Fax:	BG1163	**Fax:**	800-448-8850
Email:	Jsmith@celina-tx.gov	**Email:**	Brandon.Graham@ctc-traffic.com

Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment
General Description of Product:	Traffic Control Equipment

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Willard School Zone

Line Number	Quan	Description	Unit Pr	Total
63	5	PNS10-503333GHBK One Battery Cabinet Including Panel, No. 2 lock, Regulator and Hinge Bracket (All Poles Si	$ 1,516.00	$ 7,580.00
105	5	PNS10-Cab Black Powder Coat Cabinet, Hardware & Mounting Bracket Black	$ 195.00	$ 975.00
110	5	PNS10-SP100 100 Watt Solar Panel Assy incl Top of Pole Gimbal Mount and Wiring	$ 581.00	$ 2,905.00
128	5	PNS10-500645 108 Amp Hour Gel Cell Battery MK Battery (Ohio Spec)	$ 463.00	$ 2,315.00
136	5	PNS10-POLE15BLKASSY Black 15' 4.5" Spun Aluminum Pole, Base and Collar and Anchor Bolts	$ 1,301.00	$ 6,505.00
140	-5	PNS10- If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor	$ 81.00	$ (405.00)
141	5	PNS10-501312SA4 4" Anchor Pelco PB-5364 (CTC Purchase this Directly)	$ 1,071.00	$ 5,355.00
147	15	PNS10-SIGAY 12" Signal Heads Aluminum Yellow (1, 2 or 3 per Flasher)	$ 280.00	$ 4,200.00
154	15	PNS10-502463 12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher)	$ 68.00	$ 1,020.00
165	5	PNS10-S1S5-1-MPH? S5-1 Speed Limit Sign Fluorescent Yellow Green (FLYG) DG3 ASTM Type XI (24"x48")	$ 306.00	$ 1,530.00
168	20	What Speed Limit do you want on the sign?	MPH?	$ -
173	5	PNS10-S1S7-1TK Cell Phone Prohibited Sign (24"x18")	$ 134.00	$ 670.00
251	5	PNS10-507403S Optional Door Switch for DC Guardian	$ 39.00	$ 195.00
253	5	PNS10-502598KDA Optional Knockdown Sensor for DC Guardian (alereadу included on AC Guard board) Note th	$ 99.00	$ 495.00
258	5	PNS10-M2M5YR-4AK Five Year Plan With Modem, Cell Service, Cable, Mount and Paddle Antenna	$ 1,430.00	$ 7,150.00
268	5	PNS10-503644-M2M Include an AP22 with ANY Modem and Plan	$ 484.00	$ 2,420.00
313	5	PNS10-DFS-DC12 12" D/C Driver Feedback Sign to tie into existing D/C Power (add Time Switch, Communicatio	$ 2,629.00	$ 13,145.00
315	5	PNS10-S1R2-1-RDR12-G3 SIGN "YOUR SPEED" Fluorescent Yellow Green (FLYG) DG3 ASTM Type XI	$ -	$ -
336	5	PNS10-507413 Add Gateway Board (Communication Capability) Required if you are adding any of the M2M plans	$ 61.00	$ 305.00
			Total From Other Sheets, If Any:	
			Subtotal A:	**$ 56,360.00**

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
18	SE-0567-P33 1-Way Tri Stud 4 1/2 OD Pole	$ 83.00	$ 1,494.00
6	Misc Equipment Black Powder Coating (ie Solar Mount,)	$ 100.00	$ 600.00
10	Black Sheeting on back of signs	$ 40.00	$ 400.00
			$ -
		Total From Other Sheets, If Any:	
		Subtotal B:	**$ 2,494.00**

Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.	**For this transaction the percentage is:** 4%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Quan	Description	Unit Pr	Total
			$ -
			$ -
		Subtotal C:	**$ -**

Delivery Date:	**60 to 90 Days ARO**	**D. Total Purchase Price (A+B+C):**	**$ 58,854.00**

Life Connected.

Strategic Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Bradley Kearney, Strategic Services Director
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to adopt a Resolution accepting and approving the final artwork for the digital mural for the Downtown Center. (Kearney)

Background Information:
This item adopts a Resolution accepting and approving the final artwork from John Bramblitt for the digital mural for the Downtown Center. The artist completed the painting on canvass. Upon acceptance and approval by City Council, the artist will photograph the artwork to convert it to a digital file to be printed on acoustic panels that will be placed on the first floor and basement of the Downtown Center. The final artwork will be provided to City Council at the meeting, due to the tight timeline for the project.

City Council approved John Bramblett as the artist for the digital mural for the Downtown Center on February 10, 2026. The artist has coordinated with staff and the Arts and Culture Board subcommittee for the project to receive feedback and input on the concept. The original sketch was developed into a preliminary painting that was presented to the Arts and Culture Board on March 3, 2026, for feedback and input. City Council reviewed the preliminary painting on March 10, 2026, and did not provide any specific feedback to the artist.

The artist (John Bramblitt) has completed the painting. City Council must accept and approve all public art prior to it being displayed.

An image of the preliminary painting will be provided ahead of the City Council Meeting to allow the artist maximum time to complete the piece.

Legal Review:
N/A

Supporting Documents:

1. Staff Presentation
2. Resolution

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

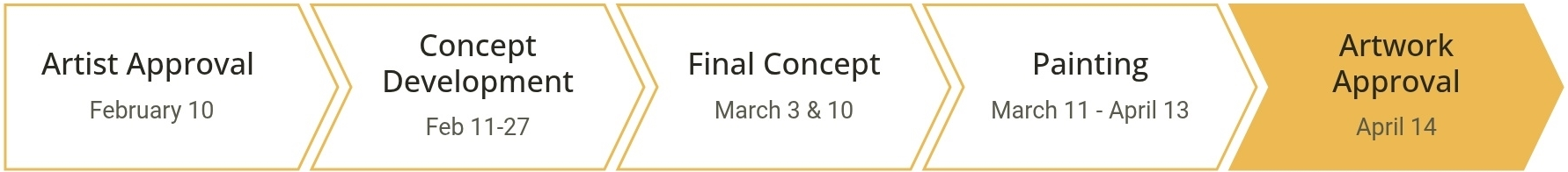


CITY COUNCIL MEETING

Digital Mural Acceptance

April 14, 2026

Roadmap



- Consider artist approval
- Council required to approve all artists

- Collect feedback and input from stakeholders
- Artist refines and develops concept

- Present final concept to Arts & Culture Board for feedback
- Present final concept to City Council for feedback

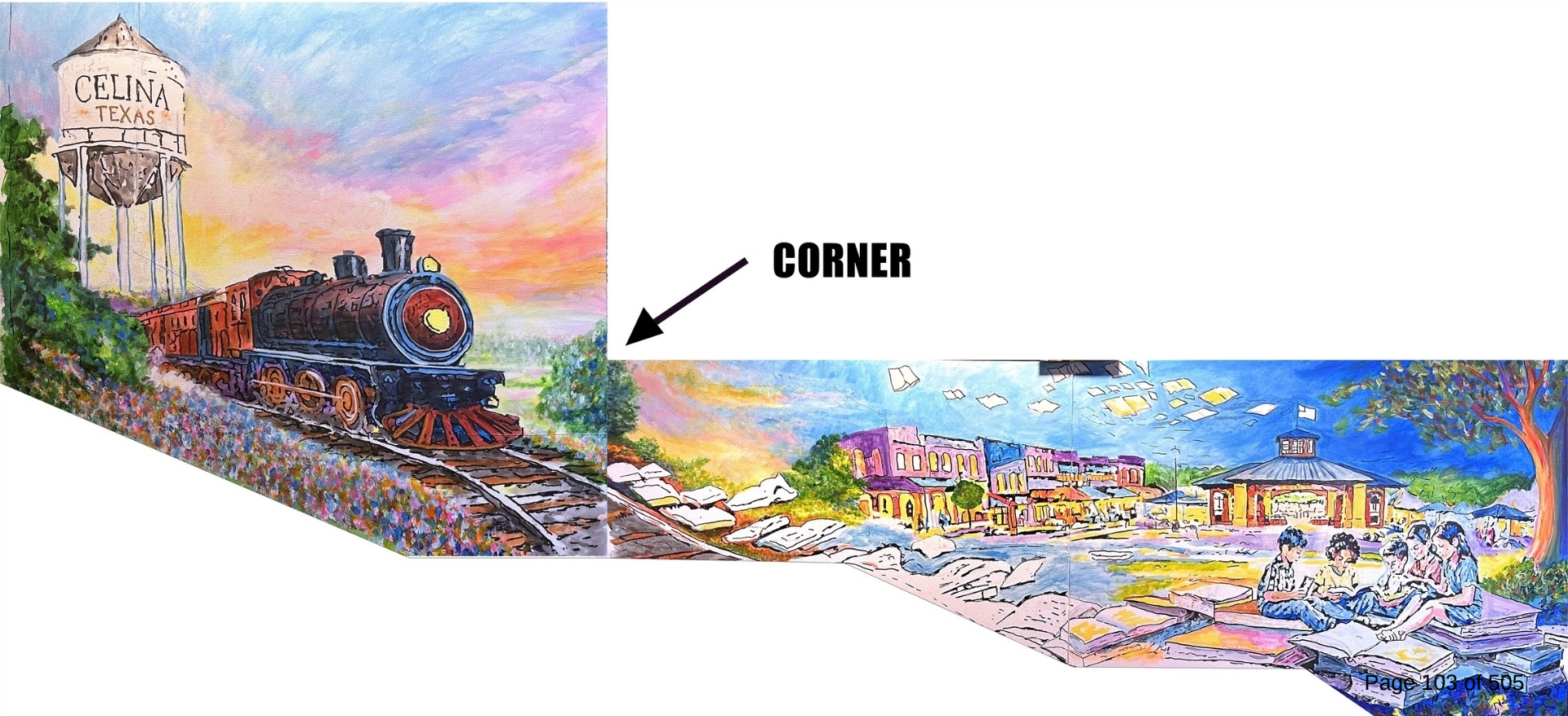
- Artist paints final artwork

- City Council considers approval of final artwork
- Artist digitizes painting

Preliminary Concept



Final Concept



Final Mural

Image will be provided once the artist has completed the work.

Next Steps



- Artist digitizes painting

- Swinerton to install acoustic panels with image



Questions?

RESOLUTION NO. 2026- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ACCEPTING AND APPROVING THE FINAL ARTWORK FROM JOHN BRAMBLITT FOR THE DIGITAL MURAL FOR THE DOWNTOWN CENTER.

WHEREAS, the City of Celina ("City") is a Home Rule Municipality created in accordance with the provisions of the Texas Local Government Code and the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City desires to enhance community aesthetics, promote economic development, and develop as a unique city; and

WHEREAS, the City established the Arts and Culture Board and the City's public art program by Ordinance Number 2020-13 and Ordinance Number 2023-69R; and

WHEREAS, the City is constructing the Downtown Center, which will be a significant civic building in Downtown Celina; and

WHEREAS, the City identified funding for public art projects as a part of the construction of the Downtown Center; and

WHEREAS, one of the public art projects for the Downtown Center is a digital mural to be printed on acoustic panels placed on the first floor and basement of the building; and

WHEREAS, City Council approved John Bramblitt as the artist for the project; and

WHEREAS, John Bramblitt is a world-renowned artist and muralist who has completed public murals and a variety of art and designs for major brands; and

WHEREAS, City Council, the Arts and Culture Board, and the art selection subcommittee have provided feedback to the artist to refine the original concept into a final painting; and

WHEREAS, John Bramblitt has completed and submitted the mural as a painting on canvass that will be digitized through photography; and

WHEREAS, City Council accepts and approves all public art prior to display; and

WHEREAS, the City Council desires to accept and approve the final mural for the project.

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

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

SECTION 2. The City Council hereby accepts and approves the final artwork from John Bramblitt for the Downtown Center digital mural project.

SECTION 3. The City Council hereby approves the artwork for public display in the Downtown Center.

SECTION 4. If any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of April 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
FINAL ARTWORK FOR DIGITAL MURAL IN THE DOWNTOWN CENTER

Final artwork will be provided at the City Council Meeting.

Life Connected.

Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing & Communications
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to approve an Economic Development Agreement with El Puente de Celina for the annual Cinco de Mayo event. (Monaco)

Background Information:

The City has maintained a longstanding partnership with El Puente de Celina for its annual Cinco de Mayo event for more than a decade, supporting a culturally significant community celebration that attracts residents and visitors to the Downtown Square. As part of this partnership, the City has historically waived the Downtown Square usage fee and provided both financial and in-kind support for essential event infrastructure, including light towers, portable restrooms, and barricades, to help ensure a safe and successful event. El Puente de Celina is a volunteer-run organization, and all net proceeds from the event are reinvested into the community through scholarships awarded to local Celina High School students.

The proposed agreement establishes an initial term of one (1) year, with the option to extend for up to three (3) additional one-year periods upon mutual consent between the City of Celina and El Puente de Celina. This structure provides flexibility for both parties while ensuring continuity of the annual Cinco de Mayo event through a multi-year partnership framework. The agreed-upon event dates under this term include May 2, 2026; May 1, 2027; May 6, 2028; and May 5, 2029, allowing for advanced planning and coordination each year.

Under the agreement, the City will designate representatives to collaborate with El Puente de Celina on creative direction, programming, and overall event vision, with all final determinations remaining subject to applicable laws, ordinances, policies, and the City's authority to protect public health, safety, and welfare. The City will also coordinate necessary street closures and implement traffic control measures to support safe and efficient event operations. In addition, the City will facilitate access to essential public services, including fire, police, and emergency

medical services, and will provide sanitation support and barricades in connection with the festival.

El Puente de Celina will be responsible for coordinating all operational needs associated with the event, including securing any additional services, equipment, or personnel beyond those expressly provided by the City. The organization is required to submit a Special Events Permit Application, along with all required supporting documentation and supplemental materials, no later than thirty (30) days prior to the event. El Puente de Celina will also consult and cooperate with the City in the development and implementation of a comprehensive Emergency Action Plan to ensure event safety and preparedness. Furthermore, all proceeds generated from the event will be used to fund scholarship programs for students enrolled in the Celina Independent School District. El Puente de Celina will coordinate and provide sufficient staff, contractors, and/or volunteers to manage event set-up, operations, load-out, and post-event clean-up, and will ensure the Downtown Square is restored to its pre-event condition, reasonable wear and tear excepted.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Agreement

Financial Consideration:
Funding is available through 102-114-000-6753.

Staff Recommendation:
Staff recommends approving the Economic Development Agreement as presented.



Cinco de Mayo

Economic Development Agreement



Background

- The City has maintained a longstanding partnership with El Puente de Celina for its annual Cinco de Mayo event for more than a decade, supporting a culturally significant community celebration that draws residents and visitors to the Downtown Square.
- As part of this partnership, the City has historically waived the Downtown Square usage fee and provided financial and in-kind support for essential event infrastructure, including light towers, portable restrooms, and barricades, to ensure a safe and successful event.
- El Puente de Celina is a volunteer-run organization, and all net proceeds from the event are reinvested into the community through scholarships awarded to local Celina High School students, furthering educational opportunities for area youth.



Agreement Details

- The proposed agreement establishes an initial term of one (1) year, with the option to extend for up to three (3) additional one-year periods upon mutual consent between the City of Celina and El Puente de Celina.
- This structure provides flexibility for both parties while ensuring continuity of the annual Cinco de Mayo event through a multi-year partnership framework.
- The agreed-upon event dates under this term include May 2, 2026; May 1, 2027; May 6, 2028; and May 5, 2029, allowing for advanced planning and coordination each year.



Scope of Services: City

- The City shall designate representatives to collaborate with El Puente de Celina on creative direction, programming, and overall event vision, with all final determinations remaining subject to applicable laws, ordinances, policies, and the City's authority to protect public health, safety, and welfare.
- The City will coordinate necessary street closures and implement traffic control measures to support safe and efficient event operations.
- The City will also facilitate access to essential public services, including fire, police, and emergency medical services, as well as provide sanitation support and barricades in connection with the festival.



Scope of Services: El Puente de Celina

- El Puente de Celina shall be responsible for coordinating all operational needs associated with the event, including securing any additional services, equipment, or personnel beyond those expressly provided by the City.
- El Puente de Celina shall submit a Special Events Permit Application, along with all required supporting documentation and supplemental materials, no later than thirty (30) days prior to the event.
- El Puente de Celina will consult and cooperate with the City in the development and implementation of a comprehensive Emergency Action Plan to ensure the safety and preparedness of the event.
- El Puente de Celina acknowledges that all proceeds generated from the event will be used to support scholarship programs for students enrolled in the Celina Independent School District.
- El Puente de Celina shall coordinate and provide sufficient staff, contractors, and/or volunteers to manage event set-up, operations, load-out, and post-event clean-up, and will ensure the Downtown Square is restored to its pre-event condition, reasonable wear and tear excepted.



Questions?

ECONOMIC DEVELOPMENT AGREEMENT

This AGREEMENT ("**Agreement**") is made by and between the CITY OF CELINA, TEXAS ("**City**") and EL PUENTE DE CELINA ("**Company**"), a Texas non-profit corporation, acting by and through their respective authorized officers and representatives.

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

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City has established a program of making loans and grants of public money to promote economic development; and

WHEREAS, the City has investigated and determined that the promotion of events such as a CINCO DE MAYO FESTIVAL (the "**Festival**") are a benefit to local citizens and encourage tourism and economic development; and

WHEREAS, the Company is a nonprofit corporation with charitable tax exempt status under Internal Revenue Code §501C(3) with offices located at P.O. Box 82,

Celina, Texas 75009 whose primary purpose is to promote business and community development; and

WHEREAS, the City desires to contract with the Company for the promotion and marketing of economic and business development and tourism activities, opportunities and programs within the City related the Festival; and

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:

ARTICLE I
TERM

1.1 Term. The term of this Agreement shall begin on the date all parties have executive this Agreement and continue for a period of one (1) year. The City and the Company may upon mutual consent, extend the contract for three additional one (1) year periods after the initial term. Renewal shall be agreed upon by the City and the Company in writing no later than eight (8) months preceding the next event date. The City Manager is hereby authorized to execute such extensions without further approval by the City Council.

The dates of the Festival shall be on the following Saturdays, with dates beyond 2026 effective if this Agreement is extended as described above:

May 2, 2026

May 1, 2027

May 6, 2028

May 5, 2029

1.2 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.

ARTICLE II
SCOPE OF SERVICES

2.1 **City.**

a. City representatives will meet and communicate with the Company regarding creative direction, programming, and overall vision for the Festival. All activities must comply with applicable laws, ordinances, and City policies. The City retains its standard governmental authority related to the use of public property and protection of public health and safety.

b. The City will arrange for temporary street closures and municipal traffic control measures in and around the CELINA DOWNTOWN SQUARE (the "Premises") as reasonably necessary for the Festival. The timing and extent of such closures will be determined by the City.

c. The City will provide Police, Fire, and Emergency Medical Services for the Event at no cost, with service levels determined at the City's discretion.

d. The City will provide traffic control barricades and sanitation services for the Event at no cost.

2.2 **Company.**

a. No later than sixty (60) days prior to the Event, the Company shall submit a completed Special Events Permit Application to the City. All required supporting documentation and supplemental materials shall be submitted no later than thirty (30) days prior to the Event, unless otherwise required by the City's Code of Ordinances. The Company shall be solely responsible for completing the Special Events Permit Application and all related applications, approvals, and processes in full compliance with the Special Events Guidelines as approved by the Celina City Council and as may be amended from time to time. The City may, in its sole discretion, waive or modify the required submission timelines; provided, however, that any such waiver or modification shall be effective only if memorialized in a written Addendum, Supplement, or Amendment executed by the parties.

b. Except for the specific services identified in this Agreement as City responsibilities, the Company is responsible for planning, promoting, organizing, producing, staffing, securing, equipping, operating, and cleaning up the Event. The Company shall obtain and pay for all required permits, licenses, insurance, rentals, vendor services, and other event-related expenses.

c. The Company shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including, without limitation, Article 1.12 (Special Events), as amended, of the Celina Code of Ordinances. Upon request by the City, the Company shall consult and cooperate with the City in the development and implementation of an Emergency Action Plan for the Event. The City reserves the right to

require reasonable modifications to the Special Events Permit, site plans, safety plans, operational procedures, or other Event-related activities if the City determines, in its reasonable judgment, that such modifications are necessary to protect the public health, safety, or welfare.

d. The Company acknowledges that the City may make volunteers available for general support purposes during the Festival and may provide the Company reasonable access to distribute volunteer opportunity information to the City's volunteer base. Notwithstanding the foregoing, the Company shall be solely responsible for providing, either directly or through third-party contractors, all goods, services, equipment, materials, and personnel necessary for the planning and operation of the Event, including, without limitation, tenting, décor, tables, chairs, food, water, and all other items required for its contractors, vendors, and volunteers.

e. The Company represents that proceeds generated from the Festival shall be used to fund scholarship programs for students enrolled in the Celina Independent School District.

f. Within a reasonable time following each annual Festival, the Company shall prepare and submit to the City a written post-event report summarizing the Festival activities conducted, estimated attendance figures, and the overall outcomes of the Event. The report shall also include a detailed revenue and expense statement for the Festival and a summary of scholarship funds awarded or designated from Event proceeds.

g. The Company shall coordinate and provide sufficient staff, contractors, and/or volunteers to manage Event set-up, operations, load-out, and post-

Event clean-up. The Company shall restore the Downtown Square to substantially the same condition that existed prior to the Event, reasonable wear and tear excepted.

h. The Downtown Square is provided to the Company "AS IS" and "WITH ALL FAULTS." The City makes no representations or warranties, express or implied, regarding the condition, suitability, habitability, or fitness of the Downtown Square for any particular purpose. THE CITY HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. The Company acknowledges and agrees that neither the City nor any of its officials, officers, agents, employees, representatives, or authorized third parties for whom the City may be legally responsible has made any representation or warranty concerning the condition or suitability of the Downtown Square for the intended use. By entering upon and using the Downtown Square, the Company is deemed to have inspected and accepted the premises as suitable for its purposes.

ARTICLE III
TERMINATION

3.1 This Agreement may be terminated upon the occurrence of any one of the following:

a. Termination for Convenience. Either the City or the Company may terminate this Agreement for any reason upon ninety (90) days' prior written notice to the

other Party.

b. Mutual Termination. By mutual written agreement of the Parties.

c. Termination for Cause. Either Party may terminate this Agreement if the other Party materially defaults or breaches any term or condition of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice specifying the nature of the default.

d. Expiration of Term. Upon expiration of the initial Term or any renewal thereof, unless otherwise extended by written agreement of the Parties.

e. Events of Default. The occurrence of any of the following shall constitute an event of default and shall entitle the non-defaulting Party to terminate this Agreement upon written notice, subject to any applicable cure period expressly stated below:

    1. Any warranty, representation, or statement made or furnished to the City by or on behalf of the Company under this Agreement that proves to be false or misleading in any material respect at the time made or furnished.

    2. The Company's insolvency; the appointment of a receiver for any portion of the Company's property; any assignment for the benefit of creditors; any creditor workout or similar arrangement; cessation of the Company's business operations in the State of Texas; or the commencement of any proceeding under applicable bankruptcy or insolvency laws by or against the Company.

    3. The filing of any lawsuit by the Company against the City arising out of

or related to this Agreement.

4. Revocation, suspension, or expiration of any permit required for the Event and issued by the City, where the Company fails to make reasonable efforts to obtain a replacement or reinstated permit, as determined by the City, and such failure is not cured within thirty (30) days after written notice.

5. Failure to adhere to the permit approval process as established by the Special Events Guidelines, as approved and amended by the Celina City Council, which shall constitute noncompliance with the City's regulatory framework and may result in denial, suspension, or revocation of permits, in addition to any other remedies available to the City under applicable law or ordinance.

ARTICLE IV
FORCE MAJEURE

4.1 Company and City will not be in breach or in default under this Agreement on account of, and will not be liable to the other Party for, any delay or failure to perform its obligations under this Agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, mass contagion or epidemic, or other similar event beyond the Party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

a. Notify the other Party of the Force Majeure Event and its impact under this Agreement, including the amount of time needed before resuming performance;

and

b. Use reasonable efforts to resolve issues resulting from the Force Majeure Event and perform its obligations under this Agreement.

ARTICLE V
RECORDS AND ACCOUNTS

5.1 The Company will maintain accounts, documents, and other materials related to the costs, expenditures, and receipts incurred or made pursuant to this Agreement in accordance with generally accepted accounting practices. Contracting Information, as defined below, will be subject to inspection and audit at reasonable times by representatives of the City but no later than three (3) business days following a written request by the City. "Contracting Information" for purposes of Article V shall have the meaning of Contracting Information contained in the Texas Public Information Act, Section 552.003(1-a). The Company understands that any records related to this Agreement may be subject to disclosure as a public record under the Texas Public Information Act and the Company will cooperate with the City in responding to any request under such law.

ARTICLE VI
MISCELLANEOUS

6.1 Findings Incorporated. The recitals at the beginning of this Agreement are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration, and promises that bind the Parties.

6.2 Binding Agreement. The terms and conditions of this Agreement are binding upon the Parties to this Agreement and their respective successors and permitted assigns.

6.3 Independent Contractor. In performing this Agreement, the Company is an independent contractor, not subject to control or direction by the City except for such oversight as herein described or otherwise set forth by applicable law. The Company and its contractors and volunteers will make no claim of City employment nor will claim against the City any employment-related benefits.

6.4 Release and Limitation of Liability. It is understood and agreed between the Parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. THE COMPANY AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY A PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, RELATED TO, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE ACTIVITIES OR PERFORMANCE OF THE EVENTS UNDER THIS AGREEMENT. BY ENTERING THIS AGREEMENT, THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

6.5 Assignment. This Agreement may not be assigned or transferred by the Company to any other person or entity without the prior written consent of the City.

6.6 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.

6.7 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.

6.8 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.

If intended for City to:

Attn: Robert Ranc
City Manager
142 N. Ohio Street
Celina, Texas 75009

With a Copy To
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200

Frisco, Texas 75034
Phone: (972) 668-6400
Facsimile: (972) 668-6414
Email: julie@txmunicipallaw.com

If intended for the Company, to:

Attn: Dago Rodriguez
President, El Puente de Celina
Email: dagorod44@gmail.com

6.9 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject manner of this Agreement.

6.10 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.

6.11 Amendment. This Agreement may only be amended by mutual written agreement of the Parties.

6.12 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 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.

6.13 Recitals. The recitals to this Agreement are incorporated herein.

6.14 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.

6.15 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.

6.16 Sovereign Immunity. The Parties agree that the City has not waived its sovereign immunity by entering and performing its obligations under this Agreement.

6.17 Texas Government Code, Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, the Company agrees not to knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("Undocumented Worker"). During the term of this Agreement, the Company shall notify City of any complaint brought against the Company alleging that the Company has employed Undocumented Workers. If the Company, or a branch, division or department of the Company is convicted of a violation under 8 U.S.C. Section 1324a(t), the total amount of park fees waived herein, shall be repaid by the Company to the City not later than the 120th day after the date the City notifies the Company of the violation. The City shall recover court costs and reasonable attorney's fees incurred if it prevails

in an action brought pursuant hereto to recover past park fees waived. The Company shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom the Company contracts.

6.18 Severability. If any provision of the Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in one or multiple copies, each of equal dignity.

ACCEPTED and EXECUTED as of the _____ day of _____ 2026.

CITY OF CELINA

By: _____

Name: Robert Ranc

City Manager

EL PUENTE DE CELINA

By:_____

Name: Dago Rodriguez

President

Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing & Communications
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Consider and act upon to approve an amendment to an event management contract with SBG Hospitality to include Celina Oktoberfest in the amount not to exceed $225,000.00. (Monaco)

Background Information:

The City of Celina maintains an event management contract with SBG Hospitality, awarded through a competitive Request for Proposal (RFP) process in 2024, to manage the City's Celina Friday Night Markets. The proposed agenda item seeks approval of an amendment to this contract to include management of the 2026 Celina Oktoberfest as an additional event, at a cost not to exceed $225,000.

In January 2026, the City Council approved a strategic shift in the management of Celina Oktoberfest, directing the City Marketing Department to assume responsibility for the festival, which the Celina Chamber of Commerce previously hosted. Council guidance included developing a full-scale festival, with an estimated cost of $269,550.

Following this direction, the City engaged in discussions with SBG Hospitality to serve as the event management partner for Celina Oktoberfest. SBG Hospitality brings extensive experience in producing Oktoberfest events across North Texas, including the City of McKinney Oktoberfest, the McKinney Craft Beer Walk, and the Frisco Oktoberfest. Their expertise and established vendor and entertainment connections position them to deliver an authentic and elevated Oktoberfest experience for the Celina community.

Event Overview
Celina Oktoberfest is an annual, family-friendly, German-themed festival held in Downtown Celina, Texas. The 2026 event is scheduled for Saturday, October 3, 2026, from 3:00 PM to 7:00

PM. SBG Hospitality will provide a turnkey event experience, including concept development, logistics, coordination with event partners, and on-site execution.

Key components of the festival include:

- Traditional German games and competitions, including Stein Hoisting, Dachshund Dash, Brat-eating contests, Keg Rolling, and Stein Relays. German cuisine and beverages, with multiple bier stations, commemorative steins, and beer sales revenue sharing between the City and SBG Hospitality.
- Biergarten tent with seating and festive décor, including string lights, flags, seasonal pumpkins, and mums.
- Live entertainment featuring two bands, dance groups, and interactive audience participation, including the Chicken Dance and conga line.
- Vendor marketplace highlighting local businesses, artisans, and food vendors.
- Curated photo opportunities, including vintage vehicle displays, step-and-repeat banners, and entry arch décor.
- Kid-friendly engagement, including games, dance activities, and vendor offerings. Optional expanded children's zone available at additional cost.

Event Operations
In coordination with the City of Celina Marketing Department, SBG Hospitality will oversee all operational and logistical aspects to ensure a safe, seamless, and well-organized event. This includes controlled entry points for crowd management and TABC compliance, event setup and teardown, stage and sound management, signage creation, volunteer coordination, and event-day staffing. City-provided resources will include police and paramedic services, waste management, marketing and sponsorship support, and the 8x12 stage for activities.

Recommendation
Approval of this contract amendment will authorize SBG Hospitality to manage the 2026 Celina Oktoberfest, expanding the existing contract scope to include an additional signature community event. This partnership supports the Council's vision for a full-scale, family-friendly Oktoberfest festival and ensures professional event management, operational efficiency, and a high-quality experience for residents and visitors.

Legal Review:
Legal has previously reviewed and approved the event management contract.

Supporting Documents:
1. Staff Presentation
2. Signed Amendment
3. Celina Oktoberfest Proposal

Financial Consideration:

The proposed contract amendment with SBG Hospitality for the 2026 Celina Oktoberfest will not exceed $225,000.

Staff Recommendation:
Staff recommends that the City Council approve the amendment to the event management contract with SBG Hospitality to include the 2026 Celina Oktoberfest at a cost not to exceed $225,000.



Celina Oktoberfest

Contract Amendment with SBG Hospitality



Background

- The City of Celina holds an event management contract with SBG Hospitality, awarded through a competitive 2024 RFP, to manage the Celina Friday Night Markets.
- The proposed agenda item seeks approval to amend the contract to include management of the 2026 Celina Oktoberfest at a cost not to exceed $225,000.
- In January 2026, Council directed the Marketing Department to assume responsibility for the festival, previously hosted by the Celina Chamber of Commerce, and to develop a full-scale festival with an estimated cost of $269,550.



Partner Selection & Experience

- SBG Hospitality has extensive experience producing Oktoberfest events across North Texas, including McKinney Oktoberfest, McKinney Craft Beer Walk, and Frisco Oktoberfest.
- The firm brings established vendor, entertainment, and operational connections to deliver an authentic Oktoberfest experience.
- Their expertise positions them to elevate the festival and provide professional event management for the Celina community.



Event Overview

- Celina Oktoberfest is an annual, family-friendly German-themed festival held in Downtown Celina on Saturday, October 3, 2026, from 3:00–7:00 PM.
- In coordination with the City of Celina Marketing Department, SBG Hospitality will provide a turnkey event experience, including concept development, logistics, vendor coordination, and on-site execution.
- Key components include traditional German games, authentic food and beverages, live entertainment, vendor marketplace, curated photo opportunities, and kid-friendly activities.



Event Activities

- **Traditional German Games and Competitions** – Guests will enjoy interactive activities including Stein Hoisting, Dachshund Dash, Brat-eating contests, Keg Rolling, and Stein Relays. Signature ticketed experiences, such as the Bier Stein Hoisting Competition and Dachshund Dash, will generate revenue for the City.
- **Live Entertainment and Dance** – The festival will feature two bands performing German-inspired and popular festival music, along with two dance groups showcasing traditional and modern choreography. Guests are encouraged to participate in interactive moments, including the Chicken Dance and conga line.
- **Kid-Friendly Engagement** – Activities for children include participation in festival games, family-friendly dance opportunities, kid-focused vendor experiences, and festive photo opportunities. An optional expanded children's zone, including bounce houses, slides, and obstacle courses, is available for an additional cost.



Event Operations

- SBG Hospitality will manage all operational and logistical aspects, including crowd control, TABC compliance, setup/teardown, stage and sound management, signage, volunteer coordination, and staffing.
- City resources provided include police and paramedic services, waste management, marketing/sponsorship support, and the 8x12 stage for activities.
- This coordination ensures a safe, seamless, and high-quality event for all attendees.



Questions?

AMENDMENT TO CONTRACT
EVENT MANAGEMENT
CONTRACT #2025-004

Amendment 1

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (Owner) and **SBG Hospitality, LLC**, (Provider) for **Oktoberfest Event Management Services,** (Services), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 1 modifies the following conditions to the original contract.

A. Section 1 is amended to expand the Project to include: Event Management Services for Celina Oktoberfest, including, but not limited to, event planning, logistics coordination, vendor coordination, talent booking, and full event execution.
B. Section 2, Specification/Scope of Work for Celina Oktoberfest is amended to reflect the following:
    a. Award: The City of Celina (City) is seeking to contract with a single event management company to coordinate and oversee all facets of Celina Oktoberfest, an annual event, including planning, logistics, vendor coordination, programming, and event execution.
    b. Pricing: The event fee shall not to exceed $225,000.00. The City of Celina shall establish and provide an allocated budget for Celina Oktoberfest on an annual basis. The Event Manager shall submit a detailed turnkey event management proposal outlining the Event Manager's responsibilities, City responsibilities, event activities, and overall operational plan within the allocated budget. The proposal must clearly define all quantities, deliverables, and expectations associated with the event and shall be submitted no later than nine (9) months prior to the event date. All proposals are subject to review and written approval by the City. No work shall commence, and no costs shall be incurred, until the proposal has been formally approved by the City.
    c. Introduction and Background: The mission of Celina Oktoberfest is to create a vibrant, family-friendly festival that celebrates German culture through food, beverage, music, and interactive experiences, while bringing the community together in Downtown Celina. The event is designed to attract residents and visitors alike, increase foot traffic to the historic Downtown Square. Celina Oktoberfest aims to deliver a high-quality, engaging German-themed experience that fosters community connection, supports local commerce, and enhances Celina's identity as a premier destination for signature events.
    d. Electricity: The Event Manager shall be responsible for providing all electrical needs required for event operations. The City shall not be responsible for sourcing or providing electrical connections. Any generators utilized must be approved in advance by the City and comply with all applicable City guidelines, regulations, and safety requirements.
    e. Schedule: Celina Oktoberfest Celina Oktoberfest is an annual festival hosted by the City of Celina. The specific event date shall be determined each year by mutual agreement between the City of Celina and the awarded Event Manager.
C. Section A – Event Manager is amended to expand the scope of services to Celina Oktoberfest. The awarded Event Manager for Celina Oktoberfest is responsible for the following items:
    a. Event Management Scope of Services for Celina Oktoberfest
        i. Provide a turnkey event management of Celina Oktoberfest, including event concept development, planning, coordination, and execution within the allocated event budget. Subject to final review and approval by the City of Celina.
        ii. Submission of a Turnkey event management proposal outlining the Event Manager's responsibilities, City responsibilities, event activities, and operational plan within the allocated budget provided by the City. The awarded Event Manager shall submit the proposal no later than nine (9) months prior to the event date for review and written approval by the City
        iii. Develop and manage the event site plan, layout, and overall guest experience.
        iv. Coordinate all event logistics from pre-planning through post-event teardown.

v. Celina Oktoberfest vendor management and fees collection (full cycle) including but not limited to:
    1. Recruit, review, and select vendors for participation. German-themed vendors are preferred. Vendor placement is subject to final review and approval by the City of Celina.
    2. At no charge to the City, provide a booth space to all registered event sponsors who elect to utilize their booth space at the event.
    3. Coordinate vendor communications, logistics, and placement. Manage the vendor market, including setup, operations, and breakdown.
    4. Collect payment of vendor fees as outlined by the City of Celina
    5. Ensure all vendors comply with applicable City guidelines, policies, and regulations
    6. Verify that vendors obtain all required permits, licenses, insurance, and inspections
    7. Vendor set-up coordination, including check-in, booth assignments, layout marking, and volunteer coordination
    8. Vendor troubleshooting and conflict resolution
    9. Maintenance of accurate and up-to-date information within the vendor management platform
vi. Volunteer management, including communication, scheduling, and day-of-event coordination
vii. Coordination and management of vendor electrical needs in collaboration with the City's designated City staff (the city will not provide generators)
viii. The Event Manager shall be responsible for planning and coordinating all traffic control measures necessary for the safe execution of Celina Oktoberfest, including the development of a traffic control plan, placement of barricades, and coordination of event-related road closures. All traffic control plans, road closures, and related operations must be reviewed and approved by the City of Celina prior to implementation. The Event Manager shall provide all required traffic control materials, including but not limited to Type III barricades and any Texas Department of Transportation (TXDOT)-compliant devices, unless otherwise specified by the City.
ix. Turn-key management and coordination of festival bars. Beverage services to feature a selection of domestic and German beers. Bar revenue will be split in accordance of the profit-sharing splits and the event manager will provide a full post-event sales report to ensure transparency.
x. Coordination and adherence to all Texas Alcoholic Beverage Commission (TABC) code and requirements, including securing all necessary permits and approvals for alcohol-related components of the event, as well as obtaining any required permission letters for vendors or concessionaires.
xi. Entertainment and talent booking (German-themed), coordination including musician and performer advancement, scheduling, and day-of-event load-in.
    1. Coordinate and manage all entertainment, including booking and contracting of performers, musicians, and emcee services.
    2. Develop and manage the event schedule and stage programming
    3. Coordinate performer advancement, load-in, performance execution, and load-out
    4. Provide all necessary production coordination related to entertainment
xii. Coordination of event production elements as outlined in the Proposal, including assistants, contractors, and tear-down operations
    1. Plan and manage all event operations, including staging, sound, lighting, and equipment as applicable
    2. Coordinate event infrastructure, including tents, seating, activity areas, and themed elements
    3. Oversee event setup, operations during event hours, and teardown
    4. Provide adequate staffing to support all event functions
xiii. German-themed activities and attractions

1. Plan, coordinate, and execute event activities and attractions, including themed games, competitions, and interactive elements as outlined in the Proposal
2. Manage operations of any ticketed or revenue-generating activities, as approved by the City
3. Provide staffing and oversight for all activity areas
4. Provide financial statements of revenue-generating activities post-event

xiv. Festival experience and theme:
1. Design and implement event décor, branding elements, and themed experiences consistent with the Celina Oktoberfest concept.
2. Provide and coordinate event enhancements, including photo opportunities and activation areas as outline in the Proposal
3. Ensure a cohesive and high-quality guest experience throughout the event

xv. Management of event set-up, day-of event janitorial services, and post-event clean-up, and restoration of the event site to its original condition

xvi. Provide the City with a post-event recap report within five (5) business days following the event, including attendance estimates, vendor participation, event highlights, financial statements of profit splitting and revenue generating activities, and any operational concerns

xvii. Provide the City with all entertainment, performer, event activity information, including band/performer marketing materials, no later than sixty (60) days prior to the event.

xviii. The awarded Event Manager may co-promote Celina Oktoberfest; however, all promotions must be conducted under the City's brand, name, and likeness. All marketing materials must be approved by the Director of Marketing & Communications or his/her designee prior to release

b. Section B – Vendor Fees is amended as follows:
   i. The City of Celina shall establish vendor fees, bar pricing, and ticketed activity pricing on an annual basis and reserves the right, at its sole discretion, to modify such pricing at any time. The awarded Event Manager shall be responsible for all point-of-sale operations as outlined herein, including the collection, processing, and administration of all applicable fees.
   ii. REVENUE STRUCTURE
      1. Sponsorship revenue: 100% to the City (City collects sponsorship revenue)
      2. Ticketed activities: 100% to the City
      3. Bar sales: 60% to the City / 40% to the Event Manager
      4. Vendor booth fees: 100% Event Manager
      5. The revenue structure shall be reviewed annually and is subject to modification upon mutual agreement of the City and Event Manager.
c. Section C – City of Celina Responsibilities
   i. The City shall provide support and services for Celina Oktoberfest, including, but not limited to, the following:
      1. Assignment of a City staff liaison for overall festival direction and coordination
      2. Event marketing and advertising of Celina Oktoberfest
      3. Sponsorship sales and management
      4. Coordination and provision of police and emergency medical services during the event
      5. Waste management services, including compactor and trash receptacles (CWD)
      6. Coordination of TXDOT permitting, as required
      7. Access to the 8' x 12' stage for activity programming
      8. Supplemental support as necessary determined by the City of Celina
d. The total not-to-exceed amount for turnkey event management services for the 2026 Celina Oktoberfest shall be Two Hundred Twenty-Five Thousand Dollars ($225,000).
e. This amount represents the full cost for the Event Manager to provide all services, deliverables, staffing, materials, equipment, and operational components necessary to plan, coordinate, and execute Celina Oktoberfest in accordance with the approved proposal and scope of services.
f. Any costs exceeding the not-to-exceed amount must receive prior written approval from the City of Celina.

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	**PROVIDER**
	Lauren Stephan
	Lauren Stephan, President SBG Hospitality
Printed Name & Title	Printed Name & Title
	3/30/26
Date	Date



OktoberFest
CELINA • TEXAS

Event Coordination Proposal

PREPARED BY SBG HOSPITALITY

GET TO KNOW SBG HOSPITALITY

SBG Hospitality specializes in creating, organizing, and promoting high-quality events and experiences that bring the community together! We are involved in planning a wide range of events, from local festivals and community gatherings to large-scale events that attract diverse audiences. SBG Hospitality handles everything from event logistics and vendor coordination to talent booking and sponsorship management, ensuring that each event is a memorable and successful experience for our attendees and event partners.

Our expertise lies in curating events that offer a mix of entertainment, food, beverages, and unique activations, appealing to various demographics. We have a passion for transforming diverse areas, including mixed-use developments, master-planned communities, downtown areas, and more, into thriving and dynamic destinations through the power of placemaking.

Some of our other successful events:



FALL FEST AT THE STAR PRESENTED BY WRANGLER

4,000 attendees at the open to the public festival at the Cowboys Headquarters!

CLICK HERE!



FRISCO OKTOBERFEST

A vibrant annual celebration of German culture and traditions, welcoming 20,000 attendees to enjoy delicious brats, games, beer and live music!

CLICK HERE!



DOWNTOWN MCKINNEY CRAFT BEER WALK

A lively event that invites 2,000 beer enthusiasts to explore the historic charm of Downtown McKinney while sampling a curated selection of craft beer!

CLICK HERE!



FRISCO UNCORKED PRESENTED BY H-E-B

An annual wine and food festival held in Frisco, Texas, that celebrates the best of local and regional flavors with its 8,000 attendees!

CLICK HERE!



Event Details

Celina Oktoberfest is an annual, family-friendly German-themed festival held in downtown Celina, Texas! This years event will take place on **October 3rd, 2026 from 3pm-7pm!**

SBG Hospitality will provide a turn-key event experience: Conceptualizing, planning logistics, coordinating the event, communicating with event partners as needed and executing an amazing community event for Celina!

The key components of the event include:

Traditional German Games

German Food + Bier

Biergarten Tent + Stage

Live Music + Dancing

Festive, German Themed Photo Opportunities

Vendor Market

and MORE!











Entertainment

Celina Oktoberfest will feature an engaging entertainment experience designed to capture the spirit and energy of a traditional Oktoberfest celebration. At the heart of the event is the Biergarten Tent, beautifully decorated with string lights and vibrant Oktoberfest flags, creating a welcoming and festive atmosphere for guests to gather, socialize, and enjoy the festivities.

A main stage, adorned with a custom Oktoberfest banner and sponsor signage, will host a variety of live performances throughout the event. The lineup will include two bands, delivering authentic German-inspired music as well as popular festival tunes, alongside two dynamic dance groups showcasing traditional and modern choreography. The dance floor in front of the stage will encourage guests to join in, creating an interactive and lively experience for all ages! Because every great Oktoberfest has to include the Chicken Dance and a conga line!

To enhance comfort and enjoyment, the Biergarten will feature a mix of traditional biergarten tables for dining, cocktail tables for socializing, and mum and pumpkin table decor, ensuring a warm and festive environment. A professional PA system and mobile speakers placed throughout the event will provide clear sound for all musical and dance performances, ensuring every guest can enjoy the entertainment throughout the entire event footprint.

This combination of live music, dance, and festival décor will provide a memorable, high-energy entertainment experience, creating the perfect atmosphere for celebration, community, and Oktoberfest fun!











Activities

Celina Oktoberfest will feature a high energy activities area on the event lawn, offering fun and engaging experiences for guests of all ages!

Traditional German games and competitions will set the tone for a festive celebration, including Stein Hoisting, Dachshund Dash, Brat-eating contests, Keg Rolling, and Stein Relays! Guests will have the opportunity to participate, cheer on friends and family, and fully immerse themselves in the Oktoberfest spirit!

Two premium, revenue-generating activities—Bier Stein Hoisting Competition and the Dachshund Dash—will be offered as ticketed experiences at $25 per activity, with all proceeds going directly to Celina. These signature activities will provide an exciting and memorable highlight of the event, drawing enthusiastic participation and creating a festive atmosphere that keeps energy high throughout the day.

An experienced emcee will host the activities, keeping competitions lively, engaging, and well-organized while interacting with the crowd to maintain excitement. A PA system with a wireless microphone will be provided. The activities footprint will be clearly defined with German flags, and bike racks to ensure safety and efficient flow, while still allowing easy access for spectators to watch and enjoy the fun. Umbrellas will also be placed around this area for shade. The 8x12 Celina stage will be utilized here.

Together, these activities will create a hands-on Oktoberfest experience that encourages participation, celebrates community, and ensures guests leave with lasting memories of the event!











Photo Opportunities

Celina Oktoberfest will feature a variety of festive photo opportunities designed to capture the spirit of the event and create lasting memories for attendees!

Guests will be able to pose in front of an eye-catching vintage Dodge truck display, adorned with Oktoberfest banners, seasonal mums and hay, offering a classic fall backdrop perfect for family and group photos.

An Oktoberfest step-and-repeat with on brand balloons will provide a fun, branded photo experience, ideal for social media sharing and commemorating the day.

Additionally, the Oktoberfest entry arch, decorated with a custom logo cutout, balloons, hay, pumpkins, and mums, will create a grand and inviting entrance into the activities area, setting the tone for the celebration and offering another festive photo opportunity for guests as they arrive.

Seasonal mums, pumpkins and hay will anchor the biergarten and activities area, providing a festive backdrop for photos!

Together, these thoughtfully curated photo displays will encourage attendees to capture and share their Oktoberfest experience, enhancing engagement and providing visually appealing memories that extend the event's reach beyond the day itself.

Event Photography is included in this proposal. Photos will be shared the Tuesday following the event.











Food & Beverage

Celina Oktoberfest will offer a rich and authentic German culinary experience, combining traditional flavors with festive beverage service. Guests will enjoy a variety of German food offerings from curated vendors, who will retain 100% of their sales **during the first year**, ensuring a robust selection of bratwurst, pretzels, and other classic fare.

Beverage service will feature a premium selection of German beers, served from three 10x20 beer stations with Oktoberfest Signage, including one beverage station under the pavilion with Bavarian-style bar facades and custom Celina Oktoberfest cutouts for a unique and German inspired visual experience.

Guests can purchase 1-liter commemorative steins for $25 or individual glasses of beer for $9. Beer revenue will be split 60% to Celina and 40% to SBG, with a full post-event sales report provided to ensure transparency.

Drink tickets will be provided to Celina Oktoberfest sponsors, and the cost will be taken out of the total pay-out.

SBG will manage the operational side of the beverage experience, including securing the TABC license, sourcing German beers from a local distributor, coordinating logistics with the distributor, providing six POS systems, training bartenders, overseeing event-day sales and customer service, and providing a beer tent captain to troubleshoot on-site as needed.

Together, the food and beverage offerings will deliver an authentic Oktoberfest experience, combining traditional German flavors with carefully curated beer service which will add tremendous value to the event.

Vendor Marketplace











Celina Oktoberfest will feature a vibrant Vendor Marketplace, offering a curated mix of local businesses, artisans, food vendors, and non-profits. SBG will manage all aspects of vendor participation, from selling booth spaces to coordinating communications and logistics, ensuring a seamless experience for both vendors and attendees. SBG will book the vendors and will keep 100% of vendor fees. There will be 20 dedicated sponsor spaces reserved with no fee for Celina Oktoberfest Sponsors.

Vendors will be booked based on alignment with the event theme and community appeal, and SBG will maintain regular communication regarding load-in instructions, event schedules, and any operational updates.

Vendor spaces are offered at a range of pricing tiers to accommodate different types of participants:

- Non-Profit: **10x10 booth – $75**
- Market (Artist/Artisan): **10x10 – $150 | 10x20 – $175 | 10x30 – $200** (by special request)
- Corporate: **10x10 – $200 | 10x20 – $250**
- Food & Beverage Vendors: **10x10, 10x20, or food truck – $100** flat fee. In future years they will also be expected to pay a percentage of sales to the City of Celina. This percentage will be waived in 2026.
- Non-Profit Food & Beverage Vendors: **10x10, 10x20, or food truck – $100** flat fee in 2026.

SBG will provide electricity to vendors where needed, eliminating the need for the Parks Department to provide power, ensuring vendors have the resources they need to operate efficiently.

The Vendor Marketplace will not only provide guests with unique shopping and dining experiences but will also showcase the diversity of local businesses and artisans, creating an engaging and interactive component of the Oktoberfest celebration.











Event Operations

SBG Hospitality will manage all operational and logistical aspects of the Celina Oktoberfest to ensure a safe, seamless, and well-organized event experience.

There will be 5-6 controlled entry points of the event, serving as checkpoints for TABC compliance and helping to maintain clear access and crowd control throughout the festival. These 5-6 areas will have chain link fencing.

Restroom facilities will be provided for guest convenience, and two light towers powered by generators will provide lighting as needed for strike and the very end of the event. Additional generators will support music, sound systems, and food vendor operations, guaranteeing that all aspects of the event run smoothly. An ice trailer will be provided for the beer tents.

SBG will oversee the full setup and strike schedule, beginning with setup on Friday and concluding with teardown on Saturday night. This comprehensive approach allows for efficient load-in and load-out of all equipment, vendor booths, stages, and tents while maintaining a safe environment for staff and attendees. Type Three Barricades will be secured to close off the event foot print.

SBG will create the artwork for event signage and print the signage needed for a successful event. We will also provide the A frames for the signage.

SBG will communicate arrival information with sponsors and will make sure all sponsor promises at the event are fulfilled based on the sponsorship deck. (for example: logo included on three photo-ops)

There will be 6 event staff members operating the festivities on event day. There will be one primary contact provided to the City of Celina for ease of communication.

SBG will coordinate with 20 volunteers, providing the sign up genius link, providing arrival information, training and event t-shirts.











Event Operations

Kid friendly activities at Celina Oktoberfest include participation in the official Oktoberfest games, participation in family friendly fun on the dance floor, food vendors offering kid friendly options like cotton candy, family friendly photo ops, and vendors who are kid focused offering face painting, glow sticks and more.

There will also be additional kid friendly engagement opportunities with an axe trailer and petting zoo. (or similar items)

If you would like to add on an additional kid zone area the added expense not included in this proposal would be ***$4,000*** *This includes 2 bounce houses, 2 slides 1 obstacle course, staffing for all 5 inflatables and generators.*

While SBG Hospitality will manage all aspects of event operations, several key items will be provided by the City of Celina or are outside the scope of this proposal. These include:

- Event marketing, advertising, and sponsorship sales – responsibility of the City or other designated parties.
- Police and paramedic services – provided by the City of Celina to ensure safety and compliance.
- Waste management – City of Celina will provide trash cans to be placed throughout the event footprint.
- 8x12 stage for activities – provided by the City of Celina for programming on the event lawn.

Celina Oktoberfest is back! And it will be better than ever! PROST!

We're excited to partner with the City of Celina to execute this beloved event and build on its growing tradition. With our expertise, attention to detail, and passion for creating memorable experiences, we are confident in our ability to elevate the festival to new heights!

We look forward to discussing the event in more detail and collaborating closely to fine-tune every element to ensure it exceeds expectations. Thank you for considering SBG Hospitality!

www.sbghospitality.com

hello@sbghospitality.com

318-527-9221

2026 Event Quote::

$225,000

Thank you for the consideration!



Life Connected.

Marketing
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Joe Monaco, Director of Marketing & Communications
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to approve a work authorization with B-Weiss Entertainment Group, LLC., for event infrastructure at Splash & Blast in an amount not to exceed $275,948.57. (Monaco)

Background Information:

The City of Celina seeks City Council approval to enter into a work authorization with B-Weiss Entertainment Group, LLC, for event infrastructure services in support of the upcoming Splash & Blast event. This work authorization is executed under the terms of the City's existing master services agreement with B-Weiss Entertainment Group, LLC, which was authorized by the City Council in 2023 for a five-year period.

The work authorization specifies the scope of event infrastructure services required, including:

- Music talent booking (headliner, DJ, and opener)
- Staging, audiovisual production, labor, security, rider requirements, and stage management
- Janitorial services
- Event décor
- Shuttle services, shuttle management, and parking lot management
- Kids Zone activities
- Golf cart provision
- Barricades and message boards
- Light towers
- Generators and advanced electrical services
- Fencing
- Equipment and event rentals
- AutoCAD mapping

- Booth marking

This authorization ensures that B-Weiss Entertainment Group, LLC, will provide the services as outlined and complete all event infrastructure tasks in accordance with the master agreement. Any modifications to the scope of work will require written approval from both the City of Celina and B-Weiss Entertainment Group, LLC, prior to implementation.

Approval of this work authorization will allow the City to issue a purchase order not to exceed the estimated amount, ensuring timely and cost-effective delivery of all required services while maintaining flexibility for adjustments as necessary for the success of Splash & Blast.

Legal Review:
Work authorization has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Work Authorization

Financial Consideration:

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

Staff Recommendation:

Staff recommends awarding the work authorization as presented.



Work Authorization for Splash & Blast



Background

- The City of Celina seeks City Council approval to enter into a work authorization with B-Weiss Entertainment Group, LLC, for event infrastructure services in support of the upcoming Splash & Blast event.
- This work authorization is executed under the terms of the City's existing master services agreement with B-Weiss Entertainment Group, LLC, which was authorized by the City Council in 2023 for a five-year period.
- Any modifications to the scope of work will require written approval from both the City of Celina and B-Weiss Entertainment Group, LLC, prior to implementation.



Scope of Work

- **Total Work Authorization Amount:** $275,948.57
- **Scope of Work Includes:**

  Music talent booking (headliner, DJ, and opener)

  Staging, audiovisual production, labor, security, rider requirements, and stage management

  Janitorial services

  Event décor

  Shuttle services, shuttle management, and parking lot management

  Kids Zone activities

  Golf Carts

  Barricades and message boards

  Generators and advanced electrical services

  Fencing

  Equipment and event rentals

  AutoCAD mapping

  Booth marking



Questions?

EXHIBIT 1 - WORK AUTHORIZATION

MAPS #	2023-014	MAPS Date:	11/14/2023

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

Event Name:	Splash & Blast		
Work Authorization #		**Purchase Order#:**	
Contractor Representative:	Brad Weiss	**Owner Representative:**	

INVOICE SUBMITTAL

Invoice Instructions: **Electronic Submission is preferred.**	Email to:	accountspayable@celina-tx.gov & **events@celina-tx.gov**
	Mail to:	City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009
	Include PO number and project name	

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA

Signature

Printed Name & Title

Date

CONTRACTOR

Signature

Morris Taylor, Head, Accting & Finance

Printed Name & Title

3/26/26

Date

Splash & Blast – Saturday, June 27, 2026
Budget: $ 275,948.57

- Music Talent Booking (Headliner + DJ + 1 Opener)
- Drone Show
- Staging/AVL/Labor/Security/Rider Requirements/Stage Management/Event Management
- Janitorial Service
- Décor
- Shuttles +Shuttle Management/ Parking Lot Management
- Kid Zone
- Golf Carts
- Barricades/Message Boards
- Light Towers
- Generators/Advance electrical
- Fencing
- Heavy Equipment/Event Rentals
- AutoCAD Mapping
- Booth marking
- Network WiFi for operations
- Dispatch for Command

B-Weiss Entertainment Group, LLC
PO Box 152568
Dallas, TX 75315 USA
+14699410546
brad@bweissent.com

ADDRESS
City of Celina
142 N Ohio St
Celina, TX 75009

SHIP TO
City of Celina
142 N Ohio St
Celina, TX 75009

Estimate 1649

DATE 03/17/2026

EXPIRATION DATE 03/27/2026

SHIP DATE	EVENT NAME	EVENT DATE
06/27/2026	Celina Splash and Blast	06/27/26

ITEM	QTY	RATE	AMOUNT
Site Crew	1	1,600.00	1,600.00
Dispatch for Command	1	750.00	750.00
Stage - SL100/wings, Sound and Lights per advance, All static lighitng, only wash lighting. Load in June 27th and Load out June 28th Does include Delays, No Rider Specs yet, Estimated Hand Call	1	22,500.00	22,500.00
Crew Buyouts Food	10	45.00	450.00
Stage Banners - Header, (2) Wings and Backdrop	1	2,287.50	2,287.50
Sponsor Banners - (2) 6’ x 12’	1	800.00	800.00
Electrical	1	24,011.13	24,011.13
8’ x 30" Banquet Table	24	12.00	288.00
Picnic Table with Umbrella	30	80.00	2,400.00
8’ Childrens Table	2	14.00	28.00
6’ x 30’’ Banquet Table	1	12.50	12.50
Saddle Sandbags	2	14.00	28.00
White and Chrome Chair	40	1.90	76.00
Childrens Chairs	16	2.10	33.60
90 x 156 Black Spandex Linen	4	30.00	120.00
Aluminum Bar Fronts	4	35.00	140.00
Vinyl Skirt for Bar Fronts	4	17.50	70.00
10’ x 20’ Marquee Tent	4	270.00	1,080.00
Concrete Blocks 700lbs	20	58.50	1,170.00
Concrete Blocks - Covers	20	25.00	500.00
10’ x 10’ Marquee Tent	3	191.00	573.00
10’ Solid Walls	8	50.00	400.00
Concrete Blocks - 350lbs	12	43.00	516.00

ITEM	QTY	RATE	AMOUNT
Concrete Blocks - Covers	12	25.00	300.00
Halogen Light	8	65.00	520.00
20’ Solid Walls	4	60.00	240.00
20’ x 20’ Marquee Tent	1	366.00	366.00
Double Glass Door	1	755.00	755.00
Pipe & Drape	1	88.80	88.80
Tent Pole Fan	8	56.00	448.00
1.2 Ton Portable AC Unit	1	120.00	120.00
White Extension Cords	8	11.50	92.00
50’ Multi Plug Extension Cords	3	27.00	81.00
Friday Delivery & Monday Pick up	1	1,450.00	1,450.00
Fans / AC Set up and Tear Down	9	21.00	189.00
Picnic Table Set up and Tear Down	30	25.00	750.00
Table Set up and Tear Down	27	3.30	89.10
Chair Set up and Tear Down	56	1.25	70.00
Pipe & Drape Set up and Tear Down	1	15.50	15.50
Damage Waiver	1	1,566.89	1,566.89
Temp Fence	1,632	1.25	2,040.00
Sand Bags	150	3.50	525.00
Wind Screen	840	1.25	1,050.00
Bike Rack Barricade	1,000	1.50	1,500.00
Fence Delivery / Pick Up	1	450.00	450.00
RV’s - (1) Police , (1) EMT, (1) for Volunteers, (1) Production	4	2,750.00	11,000.00
Security - Overnight, Parking Lots, Closed Streets, Stage and Reliever	1	5,231.25	5,231.25
Janitorial Services	1	5,750.00	5,750.00
Heavy Equipment - (20) Light Towers, (1) Warehouse Fork, (1) 5K Lull (1) UTV - and Final Fueling	1	10,999.23	10,999.23
Fauxcades Decorations	1	8,000.00	8,000.00
Shuttle Program - Buses, Coordinators All In plus overage - (9) Full-sized Buses / (1) ADA Bus	1	22,105.60	22,105.60
Staffing for Loaders and Unloaders	1	3,600.72	3,600.72
Traffic Control and Barricade Rental	1	4,506.25	4,506.25
Golf Carts - (7) Flatbeds	1	4,140.00	4,140.00
Bounce Houses / Water Slides	1	15,138.00	15,138.00
CAD Design, Layout, and Revisions	1	750.00	750.00
Supplies/Printing/Maps	1	400.00	400.00
Operational Expenses and Variables	1	5,000.00	5,000.00
Network Services- Includes high density Wi-Fi coverage at all bars, food trucks, production, and food vendors	1	12,500.00	12,500.00
Drone Show - 300 Drones - 50 Pyro Drones - Custom Animation	1	72,500.00	72,500.00
Talent			

ITEM	QTY	RATE	AMOUNT
DJ Neil	1	1,150.00	1,150.00
TBD	1	4,887.50	4,887.50
Jukebox Heroes	1	5,750.00	5,750.00
Management Fee and Stage Management	1	10,000.00	10,000.00

ACH payments can be sent directly to:
B-Weiss Entertainment Group LLC Credit Card Account
Routing: 063114030
Account: 1408426
Type: Checking

SUBTOTAL	275,948.57
TAX	0.00
TOTAL	$275,948.57

Accepted By

Accepted Date

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Catherine Oduro, Senior Civil Engineer
CC: Kimberly Brawner, Assistant City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to authorize the use of contingency funds for a change order to the awarded contract for Celina Parkway (CR 52) Reconstruction, Bid 2026-004, in the amount of $82,240.00 for the addition of a right turn lane and storm drainage adjustments. (Oduro)

Background Information:
Celina Parkway (CR 52) Reconstruction, Bid 2026-004, was approved by City Council at the regular meeting on December 9, 2025, and awarded to GRod Construction LLC.

A public meeting for the project was held on February 2, 2026. During the meeting, residents expressed concerns about congestion on CR 52 traveling south toward the Collin County Outerloop, noting that the shared lane for both right and left-turn movements contributes to the delays. Staff recommended the addition of a right turn lane on CR 52 at the Outer Loop intersection to improve the traffic flow, which will in turn reduce the congestion. Staff coordinated with Collin County regarding the turn lane and confirmed that the proposed configuration would be acceptable. In return, the county requested modifications to the proposed storm drainage system to better accommodate the future eastbound lanes of the Collin County Outerloop.

Staff recommends approving the change order for the addition of a right-hand turn lane and adjustments to the proposed drainage system using available project contingency funds.

Legal Review:
Contract has been previously reviewed and approved.

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

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

Staff Recommendation:
Staff recommends approval of the change order as presented.



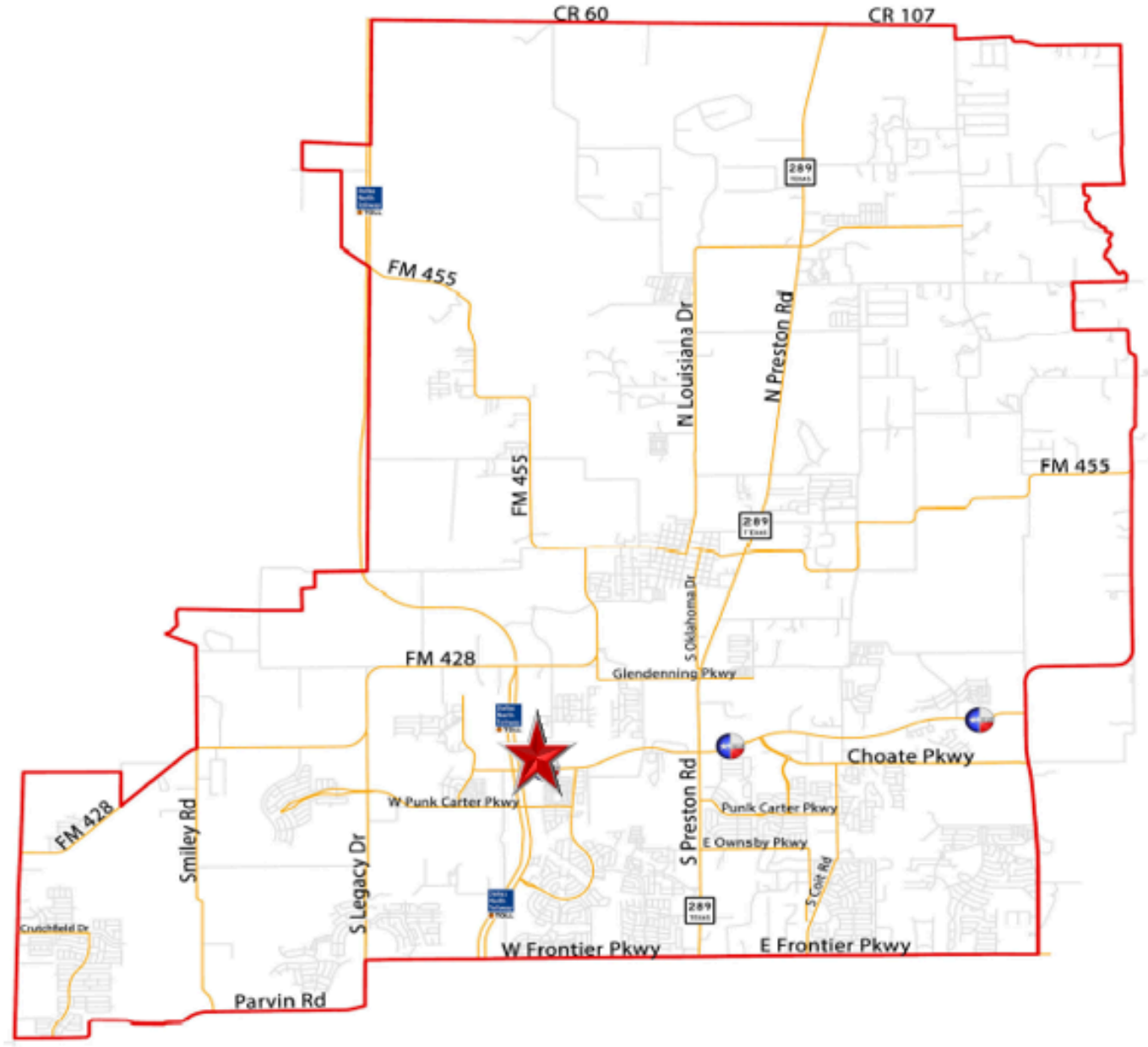
Celina Parkway (CR52)

Change Order No. 2

April 14, 2026

Catherine Oduro, P.E., PMP, CFM
Interim Director of Engineering

Location Map



Background

- ☆ December 9, 2025 - Council awarded Bid 2026-004 contract for Celina Parkway (CR52) reconstruction to GRod Construction
- ☆ February 2, 2026 - Public meeting held prior to the start of construction. Residents requested a right-hand lane turn be added on southbound CR 52 at the Collin County Outer Loop intersection to alleviate traffic queues during peak traffic
- ☆ February 20, 2026 - Collin County approved the turn lane. Additionally, the County requested a storm manhole be relocated to accommodate the future Collin County Outer Loop east-bound lanes

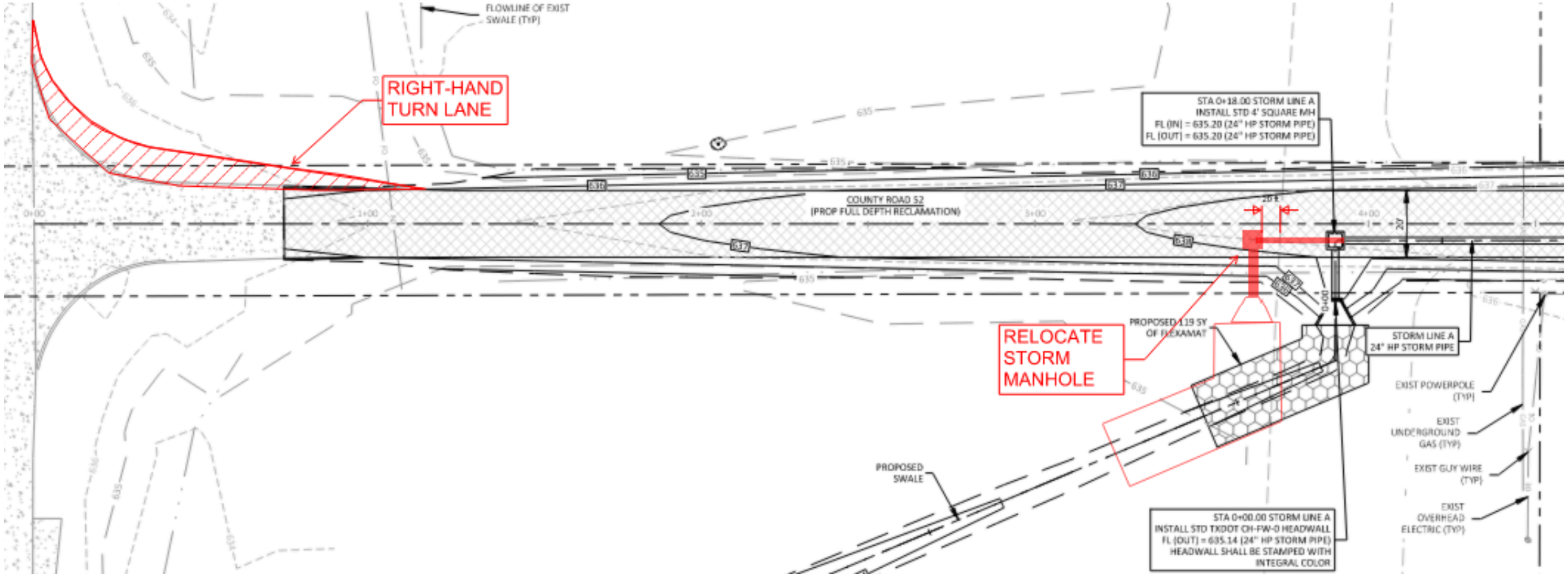
Scope of Work

A | Install a southbound right-hand turn lane at the intersection of County Road 52 and Collin County Outer Loop

B | Relocate previously installed storm manhole to accommodate future Collin County Outer Loop east-bound lanes.



Scope of Work



Bid 2026-004 (Change Order No. 2)

Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount
Change Order #2					
1	PREP RIGHT OF WAY	1.00	STA	$ 925.00	$ 925.00
2	Excavation, Grading, Embankment	148.000	SY	$ 11.00	$ 1,628.00
3	Cement Treated Full Depth Reclamation	42.000	SY	$ 12.00	$ 504.00
4	2-Inch HMAC Type D	42.000	SY	$ 17.00	$ 714.00
5	4-Inch HMAC Type B	42.000	SY	$ 31.50	$ 1,323.00
8	Solid White Striping	160.000	LF	$ 2.10	$ 336.00
9	White Stop Bar	12.00	LF	$ 25.00	$ 300.00
14	24-Inch HP Storm	20.00	LF	$ 98.00	$ 1,960.00
18	Trench Protection	40.00	LF	$ 2.50	$ 100.00
23	Hydromulch	200.00	SY	$ 7.25	$ 1,450.00
CO2.1	Remove TxDOT Flared Headwall FW-0	1.000	EA	$ 1,500.00	$ 1,500.00
CO2.2	Remove 24" HP Storm	18.000	LF	$ 80.00	$ 1,440.00
CO2.3	Remove 4x4 Stormwater Manhole	1.000	EA	$ 1,500.00	$ 1,500.00
CO2.4	Reinstall 24-Inch HP Storm	18.000	LF	$ 80.00	$ 1,440.00
CO2.5	Reinstall 4x4 Stormwater Manhole	1.000	EA	$ 3,450.00	$ 3,450.00
CO2.6	Reinstall TxDOT Flared Headwall FW-0	1.000	EA	$ 6,000.00	$ 6,000.00
CO2.7	ARROW Marking	1.000	EA	$ 350.00	$ 350.00
CO2.8	ONLY Marking	1.000	EA	$ 350.00	$ 350.00
CO2.9	Relocate Sign	1.000	EA	$ 850.00	$ 850.00
CO2.10	Sawcut & Remove Curb & Gutter	75.000	LF	$ 14.00	$ 1,050.00
CO2.11	9" Concrete TXDOT CRCP	106.000	SY	$ 300.00	$ 31,800.00
CO2.12	4" HMAC Type B	106.000	SY	$ 85.00	$ 9,010.00
CO2.13	8" Flexbase W/Prime Coat	106.000	SY	$ 85.00	$ 9,010.00
CO2.14	Traffic Control For Turn Lane	1.000	LS	$ 3,500.00	$ 3,500.00
CO2.15	4X4 Stormwater Manhole Extensions	2.000	EA	$ 875.00	$ 1,750.00
				CHANGE ORDER REQUEST # 2 SUBTOTAL	$ 82,240.00

A | Recommend approval of Change Order No. 2

B | Additional Contract Days: 30

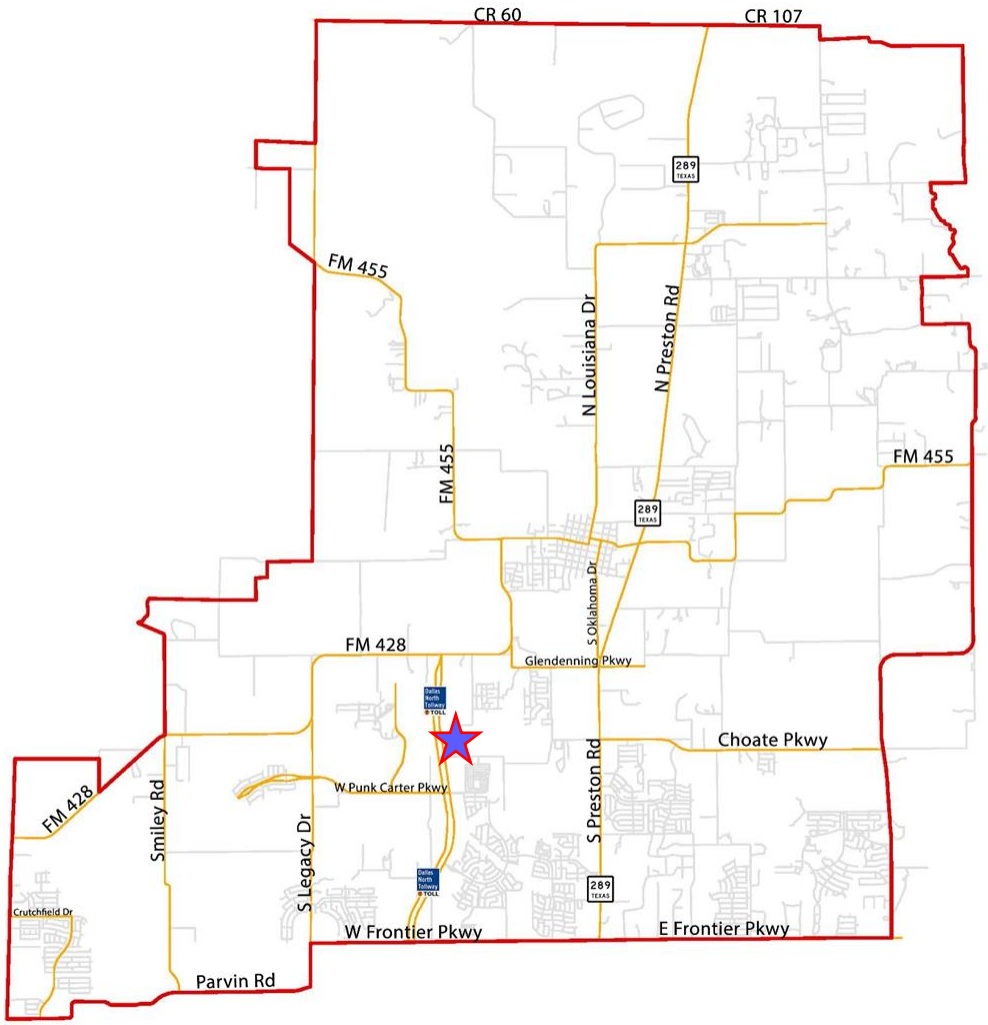
C | 10% Project Contingency Available Funds: $172,590.61

D | Total Not to Exceed: **$82,240.00**



Thank You!

LOCATION MAP



Change Order
Request # 2 - Turn Lane-Manhole Relocation
Date 3/10/2026

Project Name: CR 52 Reconstruction Celina
City Project #: 24-001382

GRod Job #: 251117B

Owner
City of Celina
142 N. Ohio Street
Celina, TX 75009
USA

General Contractor
GRod Construction, LLC
889 E. Rock Island Avenue
Boyd, TX 76023
USA

Owner Code	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Additional Days
****Change Order #2****						
1	PREP RIGHT OF WAY	1.00	STA	$ 925.00	$ 925.00	1
2	Excavation, Grading, Embankment	148.000	SY	$ 11.00	$ 1,628.00	1
3	Cement Treated Full Depth Reclamation	42.000	SY	$ 12.00	$ 504.00	1
4	2-Inch HMAC Type D	42.000	SY	$ 17.00	$ 714.00	1
5	4-Inch HMAC Type B	42.000	SY	$ 31.50	$ 1,323.00	1
8	Solid White Striping	160.000	LF	$ 2.10	$ 336.00	1
9	White Stop Bar	12.00	LF	$ 25.00	$ 300.00	1
14	24-Inch HP Storm	20.00	LF	$ 98.00	$ 1,960.00	1
18	Trench Protection	40.00	LF	$ 2.50	$ 100.00	1
23	Hydromulch	200.00	SY	$ 7.25	$ 1,450.00	1
CO2.1	Remove TxDOT Flared Headwall FW-0	1.000	EA	$ 1,500.00	$ 1,500.00	1
CO2.2	Remove 24" HP Storm	18.000	LF	$ 80.00	$ 1,440.00	1
CO2.3	Remove 4x4 Stormwater Manhole	1.000	EA	$ 1,500.00	$ 1,500.00	1
CO2.4	Reinstall 24-Inch HP Storm	18.000	LF	$ 80.00	$ 1,440.00	1
CO2.5	Reinstall 4x4 Stormwater Manhole	1.000	EA	$ 3,450.00	$ 3,450.00	1
CO2.6	Reinstall TxDOT Flared Headwall FW-0	1.000	EA	$ 6,000.00	$ 6,000.00	1
CO2.7	ARROW Marking	1.000	EA	$ 350.00	$ 350.00	1
CO2.8	ONLY Marking	1.000	EA	$ 350.00	$ 350.00	1
CO2.9	Relocate Sign	1.000	EA	$ 850.00	$ 850.00	1
CO2.10	Sawcut & Remove Curb & Gutter	75.000	LF	$ 14.00	$ 1,050.00	1
CO2.11	9" Concrete TXDOT CRCP	106.000	SY	$ 300.00	$ 31,800.00	5
CO2.12	4" HMAC Type B	106.000	SY	$ 85.00	$ 9,010.00	2
CO2.13	8" Flexbase W/Prime Coat	106.000	SY	$ 85.00	$ 9,010.00	3
CO2.14	Traffic Control For Turn Lane	1.000	LS	$ 3,500.00	$ 3,500.00	1
CO2.15	4X4 Stormwater Manhole Extensions	2.000	EA	$ 875.00	$ 1,750.00	0
	CHANGE ORDER REQUEST # 2 SUBTOTAL				$ 82,240.00	30

Approved By: Jose E. Garza
Contractor

Approved By: _____
Owner

Approved By: _____
Engineer

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Catherine Oduro, Senior Civil Engineer
CC: Kimberly Brawner, Assistant City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to award Bid 2026-27 for the construction of Preston Road Median Tree Replacement to Central North Construction, LLC, in the amount of $477,595.00, plus a ten (10) percent contingency of $47,759.50 for a total amount not to exceed $525,354.50. (Oduro)

Background Information:
In November 2023, the Celina City Council approved a design contract with Teague, Nall, and Perkins, Inc. to prepare construction documents for approximately seven (7) miles of median trees and their associated tree bubblers along Preston Road. As part of this design process, staff and the consultant reviewed the current condition of all trees along Preston Road. An evaluation was completed on the existing irrigation system, and a meeting was held with TxDOT regarding the impact of the future widening of Preston Road and the options available regarding irrigation.

Several items were identified at the TxDOT meeting that impacted design decisions. TxDOT directed staff that no additional spray heads could be installed, but the existing irrigation system could be modified. TxDOT informed staff that the future 5th and 6th lanes would be widened to the inside. The existing median widths will be reduced to various widths from six feet to approximately 20 feet. TxDOT also educated staff on traffic signal requirements for existing and proposed tree locations. With this information, the staff met both internally and with the design team. Both proposed and existing traffic signal locations were identified. Existing and future median openings were also identified.

In addition, staff evaluated the existing irrigation system with water conservation as a focus. The current irrigation system has seven different controllers with 40+ different zones within each system. The city's irrigation system does not have any overarching management component. In addition, the existing irrigation system only covers Preston Road with spray heads. Current Celina standards require the installation of tree bubblers as part of the irrigation design for effective water utilization. It was determined that updating the existing irrigation system with new controllers and

tree bubblers provided the most efficient use of water.

As part of the improved water management strategy, staff met with various vendors to consider irrigation options. The existing controllers are 10+ years old and will be replaced by this project. The new system will transition to a web-based operation, which will allow staff to monitor the system remotely. The management system can be expanded to allow staff to monitor other areas of the city as the city's irrigation responsibilities grow. The new irrigation system will notify staff when the system has excessive water utilization, which may be a result of equipment working incorrectly.

The tree replacement design considered multiple factors. TxDOT location requirements, irrigation needs, water utilization, and long-term growth. If an area becomes a median in the future or has a traffic signal, no trees will be replaced, and diseased or dead trees will be removed. Existing trees that are in good shape will remain until they need to be removed. New specimen trees will likely need supplemental water for the first three to five years, but should have limited need for supplemental water after that timeframe.

Staff considered the possibility of a larger landscaping project to incorporate less water-dependent plants and shrubs, and xeriscaping elements. Any plant material that is installed within the footprint of the Preston Road widening will be removed in the future. The roadway expansion was considered for all tree replacements. The new trees should not be impacted by the expansion. However, it would be difficult to avoid damage to landscape beds as part of the widening.

On August 20, 2025, the City received responses to Bid 2025-056 for the Preston Rd Median Tree Replacement. The project included the removal and replacement of dead trees, as well as the expansion of the irrigation system within the median of Preston Road, from Frontier Parkway to N Legacy Drive. The proposed project included the planting of approximately 56 larger caliper trees (4") and 385 ornamental trees. Also, the installation of approximately 4,452 feet of irrigation line and seven (7) new irrigation system controllers.

The original August 2025 bid was denied by the Celina City Council in September 2025 due to concerns regarding long-term water use. The project was subsequently revised based on Council direction and discussed at the City Council meeting in February 2026, at which time the Council recommended proceeding with the updated plans. The revised project reduced the planting from 441 trees to 300 trees, including 31 larger caliper trees (4") and 269 ornamental trees. Minor modifications were made to the original irrigation plans per the revised planting plan set.

The bid invitation was re-advertised in the local newspaper and posted on the City's procurement system in February 2026, with notifications sent to 1,253 vendors. Seven (7) bids were received. An initial review was completed by the Purchasing Department to verify that all submissions met the minimum requirements. Following positive feedback from vendor references, staff recommends Central North Construction, LLC as the lowest responsible bidder.

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

Supporting Documents:
1. Staff Presentation

2. Location map
3. Agenda Recap
4. Agreement
5. Bid Tabulation
6. Form 1295

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

Staff Recommendation:

Staff recommends awarding the bid as presented.



Preston Road Median Tree Replacement

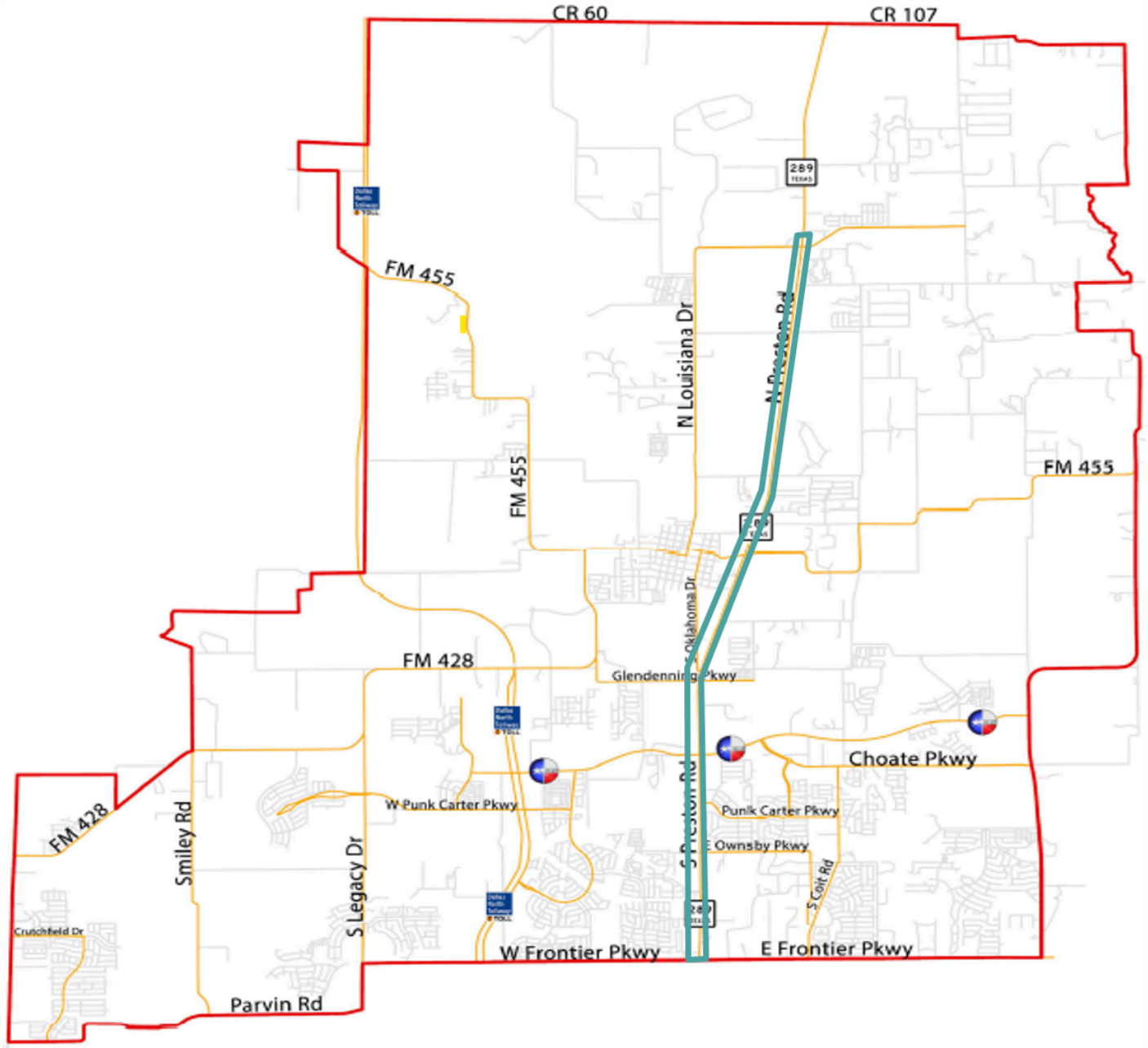
Bid 2026-027

April 14, 2026

Catherine Oduro, P.E., PMP, CFM
Interim Director of Engineering

Location Map

Preston Road Median from Frontier Pkwy to north of N Legacy Drive (~7 miles)



Background

A | August 2023 - Council awarded the design contract for approximately seven miles of Preston Road from Frontier Parkway to north of North Legacy Drive to Teague Nall and Perkins.

B | August 2025 - The project was originally bid.

C | September 2025 - The lowest responsive bid was presented to City Council for award and was rejected due to long-term water use concerns.

D | February 2026 - The project was subsequently revised based on City Council direction and discussed, at which time the Council recommended proceeding with the revised plans. The bid invitation was advertised in the local newspaper and posted on the City's eProcurement system, with notifications sent to 1,253 vendors.

E | March 2026 - Seven (7) bids were received. An initial review was completed by the Purchasing Department to verify submissions met the minimum requirements. Upon receiving positive feedback from vendor's references, staff recommends Central North Construction, LLC as the lowest responsible bidder.

Scope of Work

A | Removal and replacement of 532 dead trees along approximately seven miles of Preston Road to improve safety and appearance.

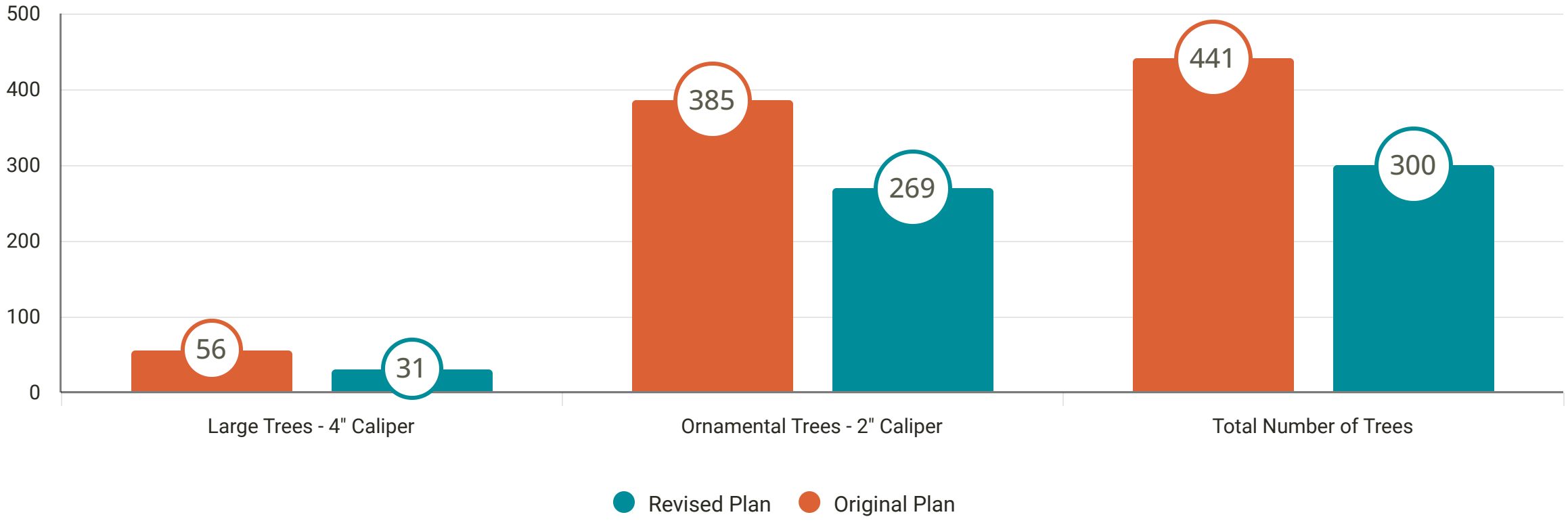
B | Replacement of seven (7) existing irrigation controllers with unique, “smart” controllers to achieve better water management.

C | Installation of 300 tree bubblers at existing and proposed trees to provide targeted irrigation.

D | Pruning of existing trees as needed to promote healthy growth and maintain proper structure.



Quantity Comparison Summary



No new trees compared to the original plan.

Bid 2026-027

Responding Supplier	Response Total
Central North Construction, LLC	$477,595.00
Pace Turf Solutions (Pace Construction Services)	$491,421.00
SRH Landscapes LLC	$518,220.49
PERFECT FINISH LANDSCAPING (ALCC, LLC)	$539,199.38
Premier Site Services, LLC	$543,035.00
American Landscape Systems Inc	$608,668.00
C. Green Scaping, LP	$740,015.200

A Recommend award to:
Central North Construction, LLC

B Contract Days: 180

C Opinion of Probable Construction Cost (OPCC): $638,200.00

D Bid Price: $477,595.00

E 10% Contingency: $47,759.50

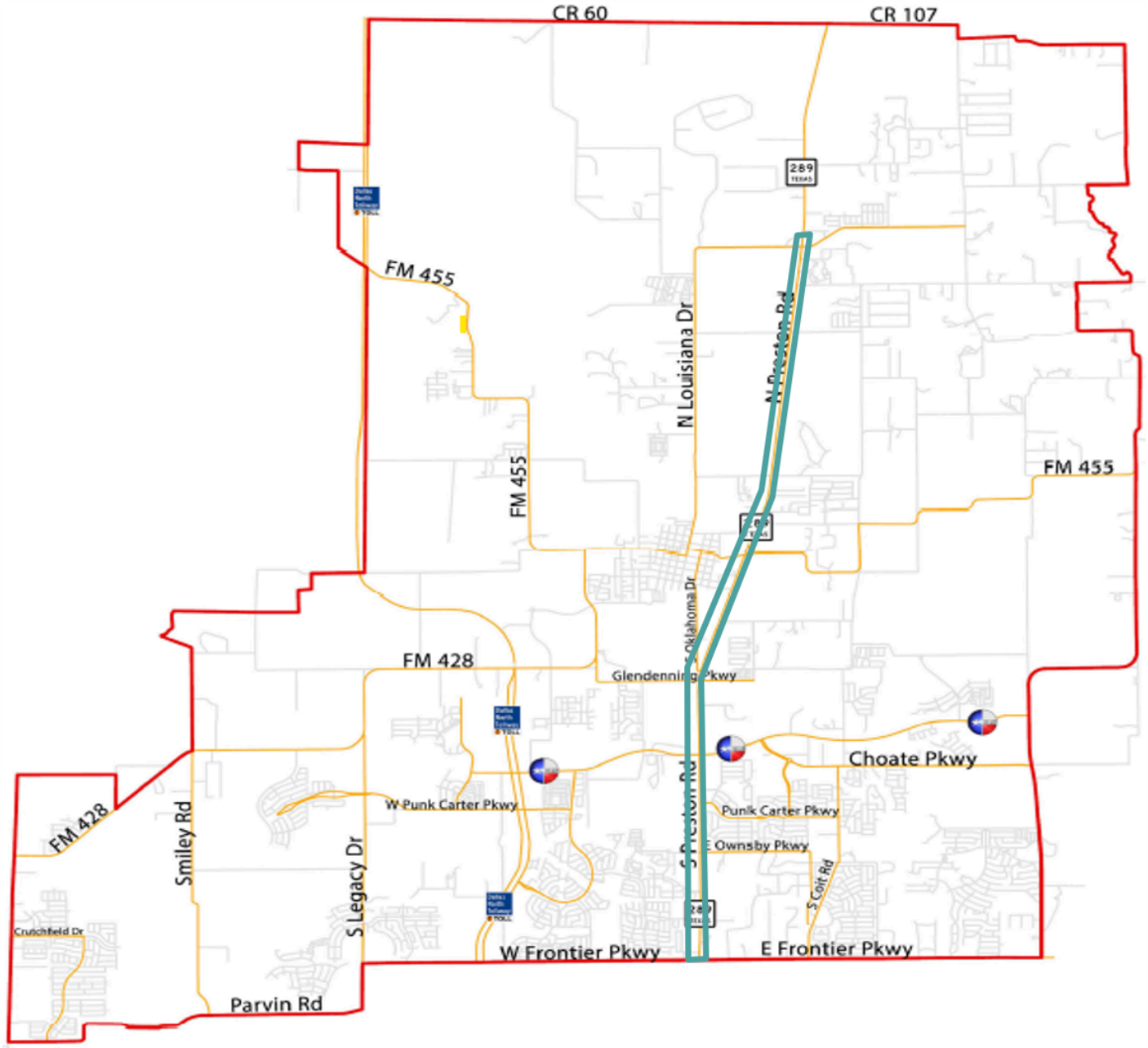
F Total Not to Exceed: **$525,354.50**



Thank You!

Location Map

Preston Road Median from Frontier Pkwy to north of N Legacy Drive (~7 miles)



CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2026-027
SOLICITATION NAME: PRESTON RD MEDIAN TREE REPLACEMENT
PROJECT #: P35

Bid Opening Date	3/17/26	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1253
Number of Submissions:	7
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	7
Number of No Bids	5
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder.

Seven responses were received. They were sent to the department and engineer of record for further review.

Budgeted Amount: $580,000.00

Contracted Price: $477,595.00

Savings: $102,405.00

Recommendation:
Upon completion of the review, the department recommends lowest responsible vendor(s):

Recommended Vendor(s):	Central North Construction LLC
Contract Term:	180 calendar days

Ryan Quigley, Purchasing Agent	3/24/26
Submitted By	Date

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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 Central North Construction LLC (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Celina
Preston Rd Median Tree Replacement
2026-027

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:

This project proposes the removal and replacement of dead trees along approximately seven (7) miles of Preston Road (from Frontier Parkway to north of North Legacy Drive) to improve safety and aesthetics, as well as replacing the existing irrigation controllers with smart controllers to achieve improved water management.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **TNP, 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 150 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 180 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a

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penalty), CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.

For all Work other than Unit Price Work, a Lump sum of: **$477,595.00**

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.

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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

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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;

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3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals effective once signed by both parties.

CITY OF CELINA, TEXAS	**CONTRACTOR**
	DocuSigned by: Jordan Hendrix 4B53C80B90304F9...
	Jordan Hendrix
	Printed Name & Title
	3/24/2026
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**	5970 Lindsey Ln Allen United States TX 75002

EJCDC® C-410, Bid Form for Construction Contract.
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2026-027
Central North Construction, LLC
Supplier Response

Event Information

Number: 2026-027
Title: Preston Road Median Tree Replacement
Type: Invitation to Bid
Issue Date: 2/27/2026
Deadline: 3/17/2026 10:00 AM (CT)
Notes: The construction project includes:

This project proposes the removal and replacement of dead trees along approximately seven (7) miles of Preston Road (from Frontier Parkway to north of North Legacy Drive) to improve safety and aesthetics, as well as replacing the existing irrigation controllers with smart controllers to achieve improved water management.

Budget Estimate: $580,000.00

Click HERE to register for the virtual bid opening.

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

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Contact Information

Contact: Ryan Quigley
Address: Purchasing
142 N Ohio St
Celina, TX 75009
Phone: (940) 208-0128
Email: rquigley@celina-tx.gov

Central North Construction, LLC Information

Contact: Jordan Hendrix
Address: 5970 Lindsey Lane
Allen, TX 75002
Phone: (972) 442-1997
Email: jhendrix@cncllc.org

Undersigned affirms: 1. They have read and understood the requirements of this request; 2. They are duly authorized to sign and submit this response on behalf of the firm named in this submittal. 3. The proposal has not been prepared in collusion with any other proposer. The contents of the proposal as it relates to the pricing, terms, or conditions of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business before the official opening of this proposal.

Jordan W. Hendrix
Signature

jhendrix@cncllc.org
Email

Submitted at 3/17/2026 09:42:02 AM (CT)

Requested Attachments

Bid Bond

BID BOND-Central North-Celina.pdf

Download Form from the Attachments Tab Complete Form Upload Form Here Must be sealed, bond # included, and power of attorney.

W9

002_ Exhibit 3 W9_ Signed.pdf

Complete the W9 form located in the Attachments Tab and upload here. Please ensure that form is signed.

00-403 Contractor Compliance to Texas Sales Tax Code

003_ Contractor Compliance to Texas Sales Tax Code.pdf

Download Form from the Attachments; Complete Form; and Upload Form Here

00-410 Experience Record

004_ Section_00410_ Experience_Record.pdf

Download Form from the Attachments Tab; Complete Form; and Upload Form Here

CIQ - Conflict of Interest

005_ Exhibit 4 CIQ.pdf

Complete the CIQ form located in the Attachments Tab and upload here. If no conflicts exist please still complete boxes 1 and 7.

Form 1295

006_ Form 1295 Certificate 101506800.pdf

Complete the form 1295 electronically and upload the signed form here. Instructions on how to do so can be found in the attributes.

00-401 Non Resident Bidder Form

007_ Section_00401-_Contractor_Compliance_Non Resident Bidder.pdf

Complete the Non Resident Bidder form located in the Attachments Tab and upload here.

Bid Attributes

1 Bond Requirements

Bid Bond: Each Proposal submitted shall be accompanied a Bid Bond, in the amount of 5% of the bid total, from a reliable surety as a guarantee that, if awarded the contract, the Proposer will execute a Construction Agreement with the City, including all required bonds and other documents.

1. A copy of the bond shall be uploaded; **and**
2. The original must be submitted, upon request, to Purchasing within 3 business days.

Payment and Performance Bonds: Payment and Performance Bonds, for the performance of the Work and for payment of those who provide labor or materials, will be required within 10 days after Construction Manager and City execute the Contract. The Payment Bond shall be in an amount equal to 100% of the total bid award; and the Performance Bond shall be in an amount equal to 100% of the total bid award.

1. A payment bond will be required in the event the contract amount exceeds $50,000
2. A performance bond will be required in the event the contract amount exceeds $100,000

Maintenance Bond: The successful firm shall furnish a Maintenance Bond in the amount of 100% of the contract sum covering defects of material and workmanship for **two** calendar years following the City's approval and acceptance of the construction.

All bonds must be written by an approved surety company, licensed in the State of Texas and shall issue all bonds in accordance with Texas law.

☑ I agree to provide the required bonds

2 Mobilization

Mobilization shall be subsidiary to the contract line items

3 Substantial Completion

Substantial Completion = 150 calendar days

☑ Acknowledge

4 Completion - Ready for Final Payment

Completion = 180 calendar days

☑ Acknowledge

5 Procore

The City of Celina utilizes Procore Software to manage construction projects. **All communication including RFI's, submittals including payment application and change orders, as well as project scheduling will be submitted and processed electronically through the software.**

All Payment applications must be processed through procore and submitted no later than the 10th day of each month for the previous full month.

Example:

All work completed for August 1 - 31, 2023 is due by September 10, 2023

Please acknowledge below your agreement to use Procore and to submit payment applications in a timely manner.

☑ I agree to utilize the City's Procore Software.

6 Electronic Submission

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

7 **Celina Design and Construction Standards**

https://www.celina-tx.gov/1069/Engineering-Design-and-Construction-Stan

8 **Liquidated Damages**

Liquidated Damages will be applied as follows.

Amount of Contract	Amount of Liquidated Damages
Less than $500,000	$500 per day
$500,000 to $1,000,000	$1,000 per day
$1,000,000 to $5,000,000	$2,000 per day
Greater than $5,000,000	$2,500 per day

9 **Sub-Contractor Payments**

All contracts in which there is a subcontractor involved, must agree to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

Provide a statement that you agree to this requirement.

We agree to the terms for Subcontractors, there will not be any subs on this project.

10 **Bid Acceptance**

All bids will remain subject to acceptance for a period of 90 days.

11 **Retracting Your Bid - Making Modifications after submission.**

Modification to or Withdrawal of Submission
Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by retracting the response. To modify a submission prior to the submission deadline:

1. Log into your account, click the retract link at the top of the page.
    - Select "NO BID" if you are choosing **not** to re-submit; or
    - **Make the required changes and resubmit your response.**
    - See the help section in the top right of the window for further details.

12 **Local Preference Policy**

The purpose of this policy is to comply with Sections 271.905 and 271.9051 of the Texas Local Government Code to allow for consideration of a bidder's principal place of business in the award of a competitively bid contract.

This application for local preference consideration does not mean that the City of Celina is limiting responses to the competitive bid process to only businesses located within the City limits. All bids are welcome and encouraged.

Vendors must submit an application with each solicitation. The decision to approve or deny consideration shall be at the discretion of the City Council.

Applications for local preference may downloaded from the City's Procurement website located here.

13 Non-Collusion

I certify as the respondent and submitter for this solicitation that:

1. That I am the person responsible in my firm and named in this bid response for the price(s) and the amount of this bid.
2. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
3. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
4. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
5. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
6. My firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by the State of Texas or Federal Antitrust law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

☑ I certify that the statement is accurate and true.

14 Contact Person

Name and Title

Jordan Hendrix Vice President

15 Contact Person Phone

(469) 569-9781

16 Contact Person Email

jhendrix@cncllc.org

17 Main Office Location

5970 Lindsey LaneAllen, TX 75002

18 Years in Business

21

19 Office Location

Please list your corporate office location and any branch locations in Texas.

5970 Lindsey Lane Allen, TX 75002

20 Business Name

Has your business operated under the same name? If no, under what former name has your organization operated?

Central North Construction, LLC

21 Binding Official

The name of the binding official granted the power to execute agreements.

Jordan w Hendrix

22 Binding Official Email Address

jhendrix@cncllc.org

23 Licensing

List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Type N/A if not.

Irrigation License_ TCEQ LI15611 Backflow Testing License_ TCEQ BP10395

24 SB 252

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not provide supplies or services to a foreign terrorist organization.

☑ I certify that the statement is accurate and true.

25 HB 89 ISRAEL

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract.

☑ I certify that the statement is accurate and true.

26 SB 13 Boycotting Energy Companies

By checking the box, I the authorized representative for the submitting firm certify for this solicitation that:

1. My firm does not boycott energy companies; and
2. My firm, if awarded this solicitation, will not boycott energy companies during the term of this contract.

☑ I certify that the statement is accurate and true.

27 SB 19 Firearm and ammunition industries

In accordance with SB 19, I certify as the respondent and submitter for this solicitation that:

1. I am the person responsible in my firm and named in this bid response.
2. I do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
3. I will not discriminate during the term of the contract against a firearm entity or firearm trade association.

☑ I certify that the statement is accurate and true.

28 Felony Conviction

State in the space provided one of the following:

1. My firm is a publicly held corporation, therefore this reporting requirement is not applicable.
2. My firm is **NOT** owned or operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a Felony. Include the individual(s) name and details of the conviction.

2.

29 Risk 1: Taxes - Local

Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?
If no, please enclose details.

YES

30 **Risk 2: Taxes - State/Federal**

Has your business/company/organization fulfilled all of its obligations relating to the payment of Federal and State taxes, fees, or other obligations?
If No, please enclose details.

YES

31 **Risk 3: Audit/Investigation**

In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? If yes, please enclose details.

NO

32 **Risk 4: Debarrment**

In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency? If yes, please attach a full explanation.

NO

33 **Risk 5: Bonding**

In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector? If yes, please enclose details.

NO

34 **Risk 6: Licensing**

In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? If yes, please enclose details.

NO

35 **Risk 7 Contract Default**

Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?
If yes, please enclose details.

NO

36 **Risk 8 Contract Termination**

Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details.

NO

37 **Risk 9 Claims and Suits**

Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If yes, please detail.

NO

38 **Risk 10 Claims and Suits**

Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details.

NO

39

Risk 11 Claims and Suits

Has your organization filed any lawsuits or requested arbitration with regards to design or construction contracts within the last five (5) years? If the answer is yes, please detail.

NO

40

Sub-Contractor Payments

All contracts in which there is a subcontractor involved, must agree to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

Provide a statement that you agree to this requirement.

We agree with the payment terms for any used subcontractors for this project,

41

Noise Ordinance

By acknowledgement below, the awarded vendor agrees to abide by the following:

Construction activities. Construction and construction related activities within the city **shall not begin earlier than 7:00 a.m. nor continue after 7:00 p.m. on any day.** The construction related activity includes but is not limited to the maintenance, servicing and fueling of construction equipment The delivery of construction related materials and/or equipment shall also be limited to the above noted hours. It is the responsibility of the developer/contractor to use good judgment when scheduling work in construction zones located in close proximity to residences, schools, churches, businesses, etc. This is to ensure that citizens are not subjected to undesirable or excessive construction noise. At locations where voluntary compliance is not being observed the city may issue written stop-work orders or may issues citations if it is determined that a violation of the ordinance exists. (Ordinance 2020-53 adopted 8/11/2020)

We Agree

42

Environmental Laws

By acknowledgement below, the awarded vendor agrees to abide by all Federal, State and Local environmental laws including but not limited to the following:

Air Emissions

- Strive to minimize vehicle & equipment idling and shall comply with any current or future ordinance regarding idling.
- Ensure their staff is trained in the proper use of handling all materials and chemicals in order to minimize air emissions.
- Avoid open burning of waste materials.
- Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

Drainage

- Do not pump or dump water containing contaminated materials into waterways, sewer or drainage systems.

Dust Control

- Keep public roadways clean and free of mud unless closed to through traffic in accordance with authorized traffic control plans.
- Install a Mud Mat at the construction access site.

Energy Consumption

- Use energy efficient equipment and work practices (turn off lights and equipment when not in use) when undertaking work on City projects.

Erosion & Sedimentation Control

- Ensure work near water and environmental sensitive areas follows all requirements and permits.
- Be responsible for implementing and maintaining erosion and sediment control measures, when required by specification.

Spill Prevention

- All spills must be reported immediately and proper reporting to all required agencies including City staff.
- All spills shall be controlled, contained, and cleaned as soon as possible.

Waste Management

- When possible, contractors and supplies should employ the “reduce, reuse, and recycle”, principles when working on the City projects to help minimize the amount of waste produced and sent to the landfill.
- Do not bury waste materials.
- All waste shall be disposed of per Federal, State, and Local laws & regulations.

Management of Chemicals

- Hazardous materials brought to and removed from a work site shall be managed in accordance with all Federal, State and local laws & regulations.
- All containers must be properly labeled.
- All paint is low-odor, low VOC.
- Material Safety Data Sheets must be maintained on site.

Noise

- Minimize noise onsite resulting from work activities whenever practical.
- Adhere to required working hours.
- Use vehicles and equipment with properly working muffling devices.

Agreed

43

Public or Private

Is your business publicly traded?

No

44 **Exceptions / Comments**

List any Exceptions or Comments you have here. If none, enter: NONE.

NONE

45 **Ex-Parte Communication**

To ensure the fair evaluation of a solicitation, the City prohibits communication (e.g., unsolicited) initiated by the Respondent to City personnel outside the Procurement Department during the solicitation and evaluation period. The appropriate City designee will initiate communication between a Respondent and the City to obtain information or clarification needed to develop an accurate evaluation of the solicitation.
Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.

46 **State of Texas Registration**

Is your company registered with the Texas Secretary of State to transact business in the State of Texas? If your company is registered, provide the file number for your company's registration. If not, please provide an explanation of why your company is not currently registerd. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of the file number.

Yes, 0800460641

47 **Certificate of Interested Parties Electronic Filing Form 1295**

In 2015, the Texas Legislature adopted house bill 1295, which added section 2252.908 of the Government Code. The law states that teh City may not enter into this contract unless the COntractor submits a disclosure of interested parties Form 1295 to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the commission. The Contractor shall:

1. Log onto the State Ethics Commission website at:
https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Sign the Form 1295
5. Attach the signed form to the response attachment tab of the solicitation
6. The City will acknowledge the form of the awarded bidder no later than 30 days after the Council award.

☑ Acknowledge

48 **Insurance**

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract. The City will register the winning bidder's insurance with MyCOI for verfication and tracking. When registration is complete, myCOI will request proof of insurance directly from your agent(s).

Work may not begin until contracts are in place, insurance verified and the purchase order and/or a notice to proceed issued.

Note:
1. It is critical that your email address and agents email are accurate.
2. Please add @mycoitracking.com to your safe sender list.

☑ I agree and will maintain the required insurance.

49 **ACH**

All payments will be made via ACH. A form will be sent to the awarded vendor to complete. Payment terms are Net 30 unless otherwise specified by the City in this solicitation.

☑ I agree to receive payments via ACH

50 System Access Disclaimer

It is the sole responsibility of the vendor to ensure timely access to the eProcurement system. The City is not responsible for any technical issues, system outages, connectivity problems, or other circumstances that may prevent timely submission of a response. Vendors are strongly encouraged to submit their responses well in advance of the deadline. Late submissions will not be accepted, regardless of the cause.

☑ I acknowledge and accept the disclaimer

51 Non-Appropriation

The City's obligation to continue any contract resulting from this solicitation is contingent upon the availability and appropriation of funds. In the event funds are not appropriated for any fiscal year following the initial term, the City may terminate the contract without penalty or further obligation. Vendors will not be entitled to any compensation beyond the amounts already appropriated and authorized for services performed up to the date of termination.

☑ Acknowledge

Bid Lines

1 Demolition

Quantity: 532 UOM: EA Price: $200.00 Total: $106,400.00

Item Notes: This bid item shall consist of removing and legally disposing of trees and shrubs for a group of sizes specified in locations as shown on the plans or as determined by Landscape Architect, in accordance with NCTCOG Standard Specifications (5th Edition) Item 201. Any tree and shrub labeled for removal in the plans shall be confirmed with the City prior to removal. Tree removal shall include all pruning, felling, stump removal, root ball removal, mulching of leaves and limbs necessary to safely remove any tree approved for removal. Once the entire root ball of the tree has been removed the hole must be filled with on-site fill material that is free of debris, i.e, rocks, branchs, trash, etc. The fill material must be placed in 8-inch lifts to the proposed grade and compacted to 95% of the standard proctor maximum dry density. Once work has commenced on the removal of a tree approved for removal, it shall not cease until the remnants of the tree are completely mulched and lawfully removed from the project site. All debris and mulch from the removal of trees shall be disposed of in a legal manner. All trees designated to be preserved shall be protected to the limits of the canopy and no parking, driving or moving of equipment in this area will be permitted. If pruning of protected trees is required, they shall be trimmed as directed by the Landscape Architect. Measurement and payment for work performed and materials furnished related to removal and disposal of trees of various sizes shall be on the basis of the price bid per each (EA) and shall be full compensation for operating all labor, equipment, tools, and incidentals necessary to complete the work.

2 Large Trees - 4 inch caliper with guys

Quantity: 31 UOM: EA Price: $1,000.00 Total: $31,000.00

Item Notes: This bid item shall consist of furnishing and installating of the 4 inch caliper trees. The work shall include but not necessarily be limited to the planting per the plans, specifications, and details. Measurement and Payment shall be based on the price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment, and incidentals necessary to complete the work.

3 Ornamental Trees - 2 inch caliper with guys

Quantity: 269 UOM: EA Price: $400.00 Total: $107,600.00

Item Notes: This bid item shall consist of furnishing and installating of the 2 inch caliper trees. The work shall include but not necessarily be limited to the planting per the plans, specifications, and details. Measurement and Payment shall be based on the price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment, and incidentals necessary to complete the work.

4 Tree Protection

Quantity: 4520 UOM: LF Price: $1.00 Total: $4,520.00

Item Notes: This bid item shall consist of furnishing & installating of the tree protection around existing trees per the detail provided in the plans. This item shall include the removal of the tree protection at the end of construction. Reference NCTCOG (5TH Edition) Item 201. Measurement and payment for work performed and materials furnished shall be made on the basis of the price bid per linear foot (LF) and shall be total compensation for all labor, equipment and materials necessary to complete the work.

5 Traffic Control

Quantity: 6 UOM: MO Price: $500.00 Total: $3,000.00

Item Notes: This bid item shall consist of furnishing, installing, and maintaining the required temporary traffic control devices & detours (including temporary traffic buttons and striping, signage, temporary pavement, temporary special shoring, traffic barriers, traffic control lane closure cones,Truck Mounter Attenuators (TMA), and flashing message boards as needed) during each phase of construction, in accordance to the latest edition of Texas Manual on Uniform Traffic Control Devices (TMUTCD). Inclusive with this bid item is the requirement for adequate notification and instruction (i.e., printed notices delivered to individual homes and businesses, electronic message boards, signage, etc.) to be given to adjacent businesses, property owners and the traveling public regarding interruptions or changes to established traffic flow patterns to, from and along the work site. This work also includes the use of flagmen, if necessary, to control traffic in an orderly manner as it enters, exits and/or passes through the construction area, as well as the installation and removal of all temporary pavement. Additionally, the Contractor shall maintain the existing roadway and temporary pavement in a safe driving condition at all times during construction. The Contractor shall provide and utilize message boards as necessary to warn traffic in advance, or as directed by the City. Traffic control plans and updates shall be provided to the Landscape Architect for review prior to construction or modifying any traffic flow (changing lanes, road closures, changing a street to one way, etc.). If the Contractor decides to modify the traffic control drawings as shown in the plans, then the Contractor must provide to the City, a traffic control plan complying with the TMUTCD, signed and sealed by a Texas Registered Professional Engineer. The traffic control plan must be submitted and approved prior to contractor starting work. Traffic control for the installation of pavement repair areas, storm drain and utilities, or any other traffic control needed that is not shown in the plans, is incidental to this bid item. Measurement and payment for the temporary traffic control devices and detours furnished, installed and maintained work performed and materials furnished shall be made on the basis of the price bid per month (MO) and shall be total compensation for furnishing and/or operating all labor, materials, tools, equipment and other incidentals necessary to complete all phases of the work.

6 Permanent Irrigation per Tree

Quantity: 300 UOM: EA Price: $484.00 Total: $145,200.00

Item Notes: This bid item shall consist of furnishing and installing of the permanent irrigation systems (work performed primarily in the medians) as shown in the construction plans in accordance with applicable items in the NCTCOG standard specifications, the Technical Specification included in these construction documents, or as specified by the Owner for the project. Measurement and payment for work performed and materials furnished related to the installation of irrigation systems shall be in accordance with the bid proposal form and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work in place and accepted. Measurement and payment shall be per each (EA) tree and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

7 4" Bores and Sleeve (Sch 40)

Quantity: 376 UOM: LF Price: $50.00 Total: $18,800.00

Item Notes: This bid item shall consist of furnishing and installing of the 4" Boring and Sleeves (SCH 40) and shall be installed at the locations shown on the Plans in accordance with the plan details. This item includes solid PVC pipe, based on the plan requirements. PVC pipe material shall conform to the requirements of NCTCOG Item 501.15 and 501.17. Measurement and payment shall be per linear foot and shall be full compensation for all excavation, embedment, backfill, filter fabric, air testing, deflection testing and disposal of excess materials, labor, materials, equipment, and incidentals necessary to complete this pay item.

8 2" Mainline (Class 200)

Quantity: 4076 UOM: LF Price: $5.00 Total: $20,380.00

Item Notes: This bid item shall consist of furnishing and installing of the 2" Mainline (Class 200) Pipe and shall be installed at the locations shown on the Plans in accordance with the plan details. This item includes solid PVC pipe, based on the plan requirements. PVC pipe material shall conform to the requirements of NCTCOG Item 501.15 and 501.17. Measurement and payment shall be per linear foot and shall be full compensation for all excavation, embedment, backfill, filter fabric, air testing, deflection testing and disposal of excess materials, labor, materials, equipment, and incidentals necessary to complete this pay item.

9 Decoders

Quantity: 277 UOM: EA Price: $8.00 Total: $2,216.00

Item Notes: This bid item shall consist of furnishing and installing of the decoders (work performed primarily in the medians) as shown in the construction plans in accordance with applicable items in the NCTCOG standard specifications, the Technical Specification included in these construction documents, or as specified by the Owner for the project. Measurement and payment for work performed and materials furnished related to the installation of irrigation systems shall be in accordance with the bid proposal form and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work in place and accepted. Measurement and payment shall be per each (EA) decoder and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

10 Controllers

Quantity: 7 UOM: EA Price: $3,000.00 Total: $21,000.00

Item Notes: This bid item shall consist of furnishing and installing of the controllers (work performed primarily in the medians) as shown in the construction plans in accordance with applicable items in the NCTCOG standard specifications, the Technical Specification included in these construction documents, or as specified by the Owner for the project. Measurement and payment for work performed and materials furnished related to the installation of irrigation systems shall be in accordance with the bid proposal form and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work in place and accepted. Measurement and payment shall be per each (EA) controller and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

11	Pedestal for Controllers Quantity: 7 UOM: EA Price: $2,497.00 Total: $17,479.00 Item Notes: This bid item shall consist of furnishing and installing of the pedestal for controllers (work performed primarily in the medians) as shown in the construction plans in accordance with applicable items in the NCTCOG standard specifications, the Technical Specification included in these construction documents, or as specified by the Owner for the project. Measurement and payment for work performed and materials furnished related to the installation of irrigation systems shall be in accordance with the bid proposal form and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work in place and accepted. Measurement and payment shall be per each (EA) pedestal for controller and shall include all labor, material, equipment, tools, preparation, and incidentals necessary to complete the work.

Response Total: $477,595.00

Bid 2026-027 Presto Rd Median Tree Replacement				Central North Construction, LLC		Pace Turf Solutions (Pace Construction Services)		SRH Landscapes LLC		PERFECT FINISH LANDSCAPING (ALCC, LLC)		Premier Site Services, LLC		American Landscape Systems Inc		C. Green Scaping, LP	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Demolition	532	EA	$ 200.00	$ 106,400.00	$ 165.00	$ 87,780.00	$ 109.10	$ 58,040.14	$ 150.10	$ 79,853.20	$ 180.00	$ 95,760.00	$ 80.00	$ 42,560.00	$ 372.00	$ 197,904.00
2	Large Trees - 4 inch caliper with guys	31	EA	$ 1,000.00	$ 31,000.00	$ 1,300.00	$ 40,300.00	$ 1,035.00	$ 32,085.00	$ 800.60	$ 24,818.60	$ 850.00	$ 26,350.00	$ 1,040.00	$ 32,240.00	$ 1,410.00	$ 43,710.00
3	Ornamental Trees - 2 inch caliper with guys	269	EA	$ 400.00	$ 107,600.00	$ 300.00	$ 80,700.00	$ 376.00	$ 101,144.00	$ 404.80	$ 108,891.20	$ 570.00	$ 153,330.00	$ 395.00	$ 106,255.00	$ 740.00	$ 199,060.00
4	Tree Protection	4520	LF	$ 1.00	$ 4,520.00	$ 7.75	$ 35,030.00	$ 4.35	$ 19,662.00	$ 2.25	$ 10,170.00	$ 6.00	$ 27,120.00	$ 3.25	$ 14,690.00	$ 4.35	$ 19,662.00
5	Traffic Control	6	MO	$ 500.00	$ 3,000.00	$ 2,000.00	$ 12,000.00	$ 4,446.00	$ 26,676.00	$ 4,517.58	$ 27,105.48	$ 7,300.00	$ 43,800.00	$ 6,500.00	$ 39,000.00	$ 10,230.00	$ 61,380.00
6	Permanent Irrigation per Tree	300	EA	$ 484.00	$ 145,200.00	$ 200.00	$ 60,000.00	$ 381.00	$ 114,300.00	$ 510.50	$ 153,150.00	$ 72.00	$ 21,600.00	$ 428.00	$ 128,400.00	$ 174.00	$ 52,200.00
7	4" Bores and Sleeve (Sch 40)	376	LF	$ 50.00	$ 18,800.00	$ 75.00	$ 28,200.00	$ 38.74	$ 14,566.24	$ 46.65	$ 17,540.40	$ 28.00	$ 10,528.00	$ 75.00	$ 28,200.00	$ 44.00	$ 16,544.00
8	2" Mainline (Class 200)	4076	LF	$ 5.00	$ 20,380.00	$ 11.00	$ 44,836.00	$ 1.38	$ 5,620.80	$ 6.00	$ 24,456.00	$ 12.00	$ 48,912.00	$ 3.00	$ 12,228.00	$ 2.70	$ 11,005.20
9	Decoders	277	EA	$ 8.00	$ 2,216.00	$ 225.00	$ 62,325.00	$ 208.00	$ 57,616.00	$ 141.50	$ 39,195.50	$ 305.00	$ 84,485.00	$ 235.00	$ 65,095.00	$ 250.00	$ 69,250.00
10	Controllers	7	EA	$ 3,000.00	$ 21,000.00	$ 2,750.00	$ 19,250.00	$ 10,760.00	$ 75,320.00	$ 5,692.00	$ 39,844.00	$ 3,900.00	$ 27,300.00	$ 13,750.00	$ 96,250.00	$ 4,700.00	$ 32,900.00
11	Pedestal for Controllers	7	EA	$ 2,497.00	$ 17,479.00	$ 3,000.00	$ 21,000.00	$ 1,884.33	$ 13,190.31	$ 2,025.00	$ 14,175.00	$ 550.00	$ 3,850.00	$ 6,250.00	$ 43,750.00	$ 5,200.00	$ 36,400.00
	Base Bid Total				**$ 477,595.00**		**$ 491,421.00**		**$ 518,220.49**		**$ 539,199.38**		**$ 543,035.00**		**$ 608,668.00**		**$ 740,015.20**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1433950

Date Filed:
03/16/2026

Date Acknowledged:
03/24/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Central North Construction, LLC
Allen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Celina, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID 2026-027
Landscape Trees & Irrigation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

The Celina Purchasing Department has Received and Acknowledged this Form 1295 as required by Texas Government Code, Section 2252.908. Forms are acknowledged through the Ethics Commission website, and the final acknowledged form does not include a signature. The original document is on file in the bid folder and includes the required signature.

Signature of authorized agent of contracting business entity
(Declarant)

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Catherine Oduro, Senior Civil Engineer
CC: Kimberly Brawner, Assistant City Manager
Date: April 14, 2026

Agenda Item:
Consider and act upon an Ordinance altering the prima facie speed limits established for vehicles under the provisions of the Transportation Code, Section 545.356 upon FM 1385, or parts thereof, within the incorporate limits of the City of Celina, beginning at the intersection of Parvin Road (Frontier Parkway); thence continuing along in a northerly direction for a distance of 2.8 miles, approximately to the northern boundary of City limits located on FM 1385 to 45 MPH. (Oduro)

Background Information:
The current City ordinance establishes a 55 MPH speed limit along FM 1385 within the City limits, beginning at the intersection of Frontier Parkway (Parvin Road) and continuing north for approximately 2.8 miles to the northern City limit boundary. The Texas Department of Transportation (TXDOT) recently conducted their annual speed study for this corridor, and the results support a posted speed limit of 45 MPH. In addition, multiple municipalities along FM 1385 including Aubrey, Pilot Point and the Town of Prosper have submitted requests to TXDOT for a reduced speed limit to improve safety due to growing development and increased traffic volumes.

Based on the speed study findings and regional safety concerns, TXDOT is recommending that the posted speed limit be reduced from 55 MPH to 45 MPH. This ordinance amendment will update the City's adopted speed limits to reflect TXDOT's recommendation and ensure consistency with the posted regulatory signage along FM 1385.

Legal Review:
Ordinance has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Location Map

3. Ordinance
4. FM 1385 Speed Limits

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



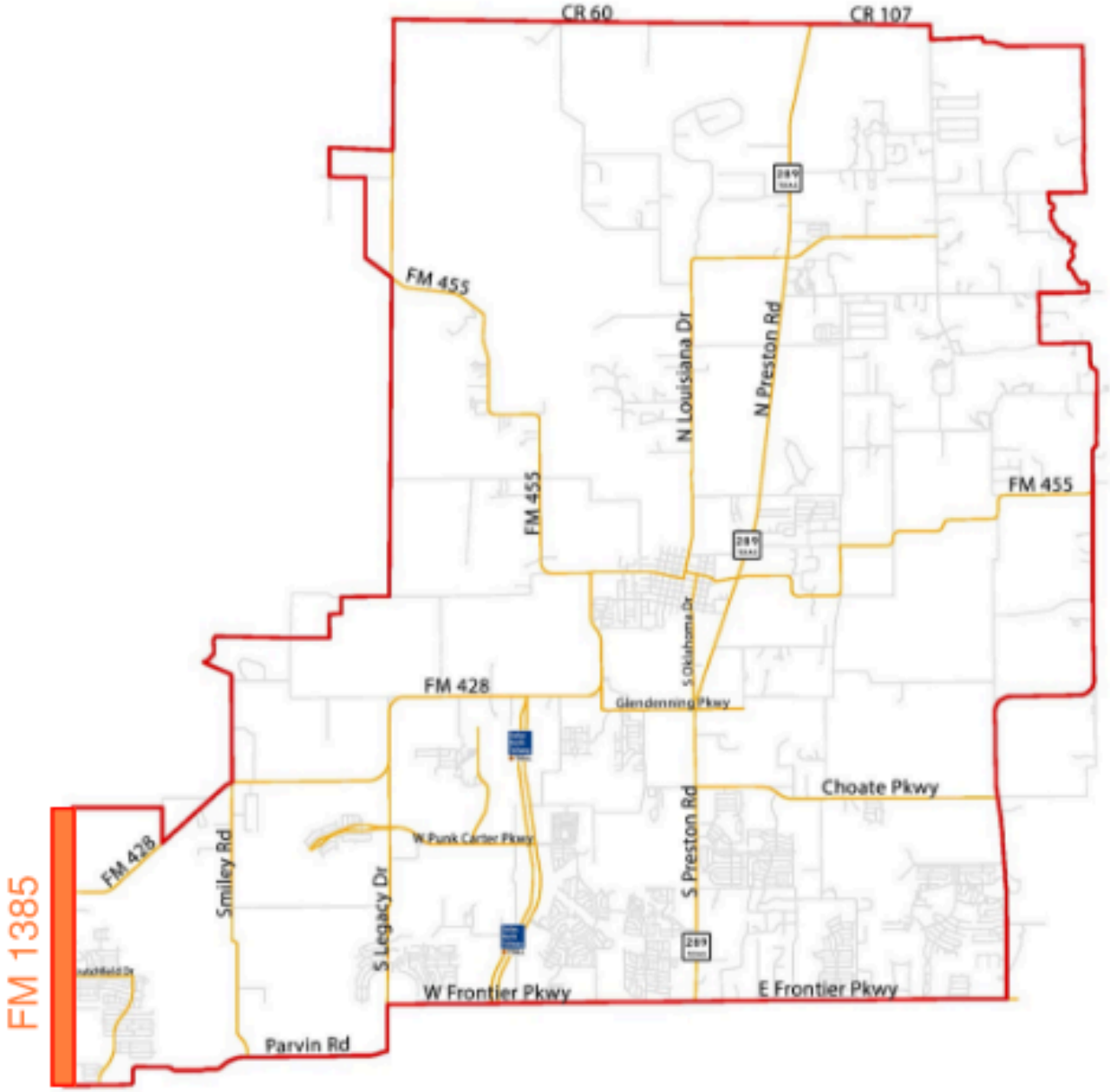
ORDINANCE SPEED ZONE CHANGE - FM 1385

04/14/2026

Catherine Oduro, PE, PMP, CFM
Interim Director of Engineering

Location Map

Frontier Parkway (Parvin Road); continuing along in a northerly direction for a distance of 2.8 miles, approximately to the northern boundary .

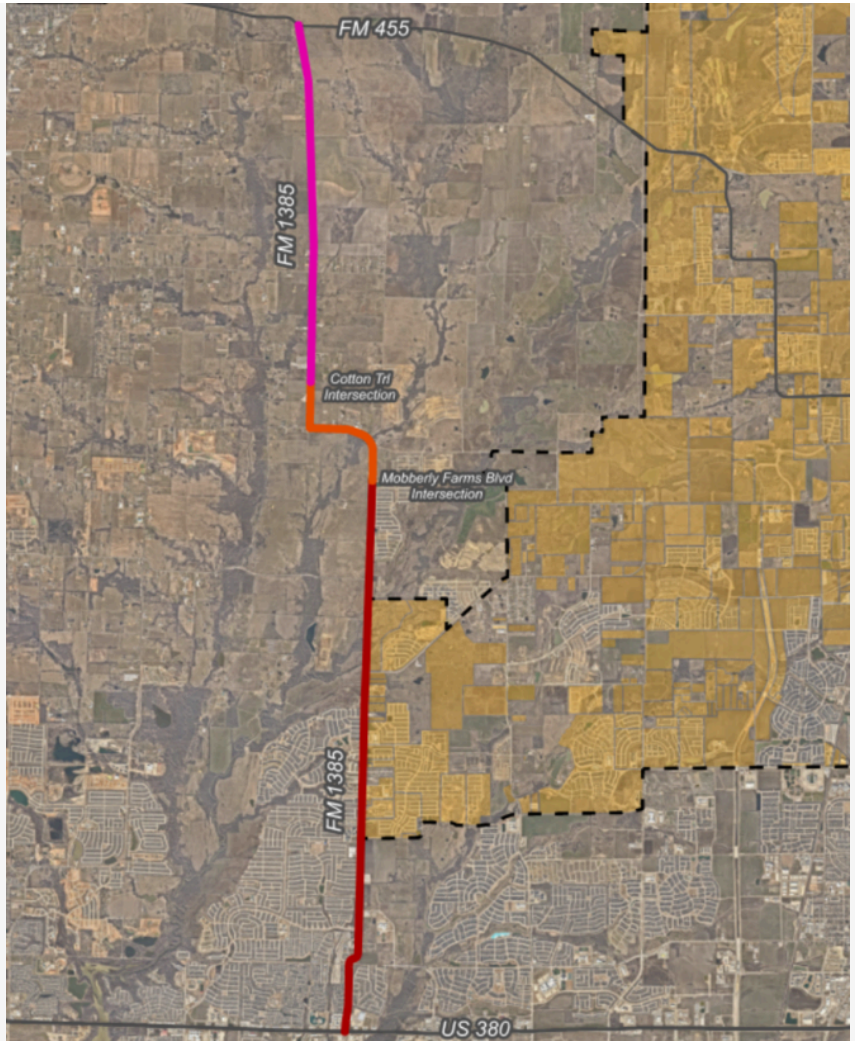


Background

- ☆ The current City ordinance establishes a 55 MPH speed limit along FM 1385 within the City limits.
- ☆ Multiple municipalities including Aubrey, Pilot Point and the Town of Prosper have submitted requests to TXDOT for a reduced speed limit.
- ☆ September 2025 - TXDOT conducted their annual speed study for this corridor.
- ☆ March 2026 - TXDOT submitted a request to change the posted speed from 55 MPH to 45 MPH in city's limits.
- ☆ TxDOT will furnish and install the necessary signs at the proper locations.

Limits of Speed Change

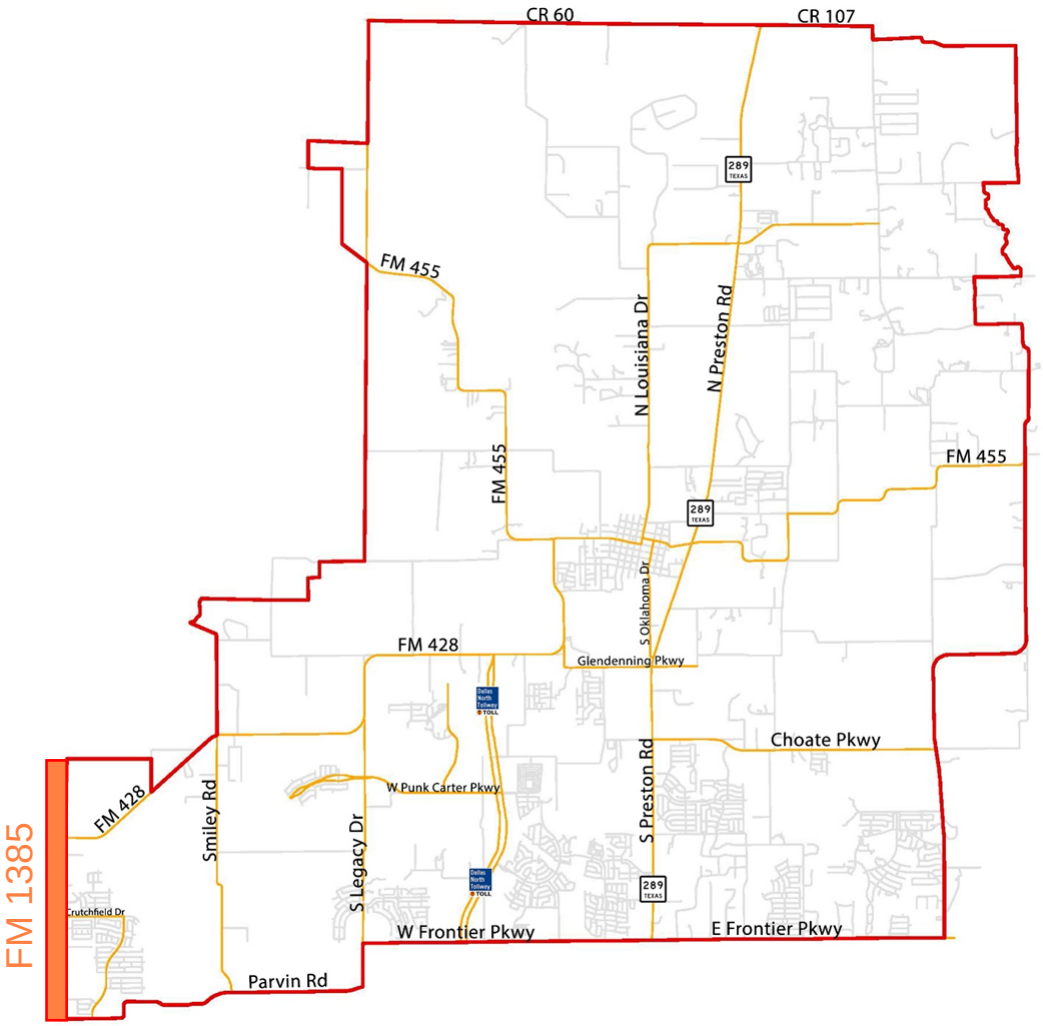
- 45 mph from US 380 to Mobberly Farms Blvd.
- 50 mph from Mobberly Farms Blvd to Cotton Trl
- 55 mph from Cotton Trl to FM 455





Thank You!

LOCATION MAP



ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES ARTICLE 12.03 "OPERATION OF VEHICLES", ALTERING AND AMENDING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF THE TEXAS TRANSPORTATION CODE, SECTION 545.356 UPON A SEGMENT OF FM 1385 THAT IS WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA; PROVIDING FOR SIGNAGE TO REFLECT UPDATED SPEED LIMITS; PROVIDING A PENALTY OF A FINE NOT TO EXCEED $500.00 FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

WHEREAS, the City requested the Texas Department of Transportation ("TxDOT") to conduct an engineering and traffic investigation ("traffic study") of a portion of FM 1385, which included the area between intersection of FM 455, and to the intersection of US 380 and FM 1385; and

WHEREAS, based upon information received from the traffic study conducted by TxDOT, the City Council finds and determines, that the prima facie speed limits on the portions of FM 1385 located within City limits, would be safer if altered and lowered; and

WHEREAS, upon the basis of the traffic study conducted by TxDOT, as authorized by the provisions of Transportation Code, Section 545.356, the following prima facie speed limit hereafter indicated for vehicles on the attached **Exhibit "A"** (map of lowered speed limit zone) is hereby determined and declared to be reasonable and safe; and such speed limits are hereby

fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, and are described below.

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. Prima Facie Speed Limits.

(a) That from and after the date of the passage of this speed zone ordinance no motor vehicle shall be operated along and upon the northbound and southbound lanes of FM 1385 from its intersection with Frontier Parkway (Parvin Road) to the northern boundary of city limits located on FM 1385, and vice versa (more particularly depicted in the attached **Exhibit "A"**) within the corporate limits of the City of Celina in excess of forty-five (45) miles per hour.

(b) Celina Code of Ordinances Chapter 12, "Traffic and Vehicles," Article 12.03, "Operation of Vehicles," Division 2, "Traffic Schedules," Section 12.03.051(b), "Speed limits," Subsection (b), "Non-School Zones" shall be amended to include the speed limit and locations set forth herein, added portions are underlined within the relevant section of the chart.

Street	Location	Special Provisions	Speed Limit
FM 1385	Beginning at the intersection of (Frontier Parkway) Parvin Road; thence continuing along in a northerly direction for a distance of 2.8 miles, approximately, to the northern boundary of city limits located on FM 1385		45 mph

SECTION 3. Signage. The City Manager of Celina is hereby authorized to cause to be erected, appropriate signs indicating such speed zones as described and set forth in **Exhibit "A"**.

SECTION 4. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be guilty of a misdemeanor and shall be fined, upon conviction, in an amount not more than five hundred dollars ($500.00).

SECTION 5. 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 the date of adoption of this Ordinance shall

continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 6. 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 traffic 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 7. Severability. If any section, sentence, clause, or phrase of this Ordinance is declared unconstitutional for any reason, such holding shall not affect the constitutionality and the validity of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 8. Publication. The City Secretary of the City of Celina is hereby directed to publish the Caption, and Effective Date clause of this Ordinance in the Official Newspaper of the City of Celina as required by Section 52.013 of the Texas Local Government Code.

SECTION 9. Engrossment and Enrollment. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 10. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this the 14th day of April 2026.

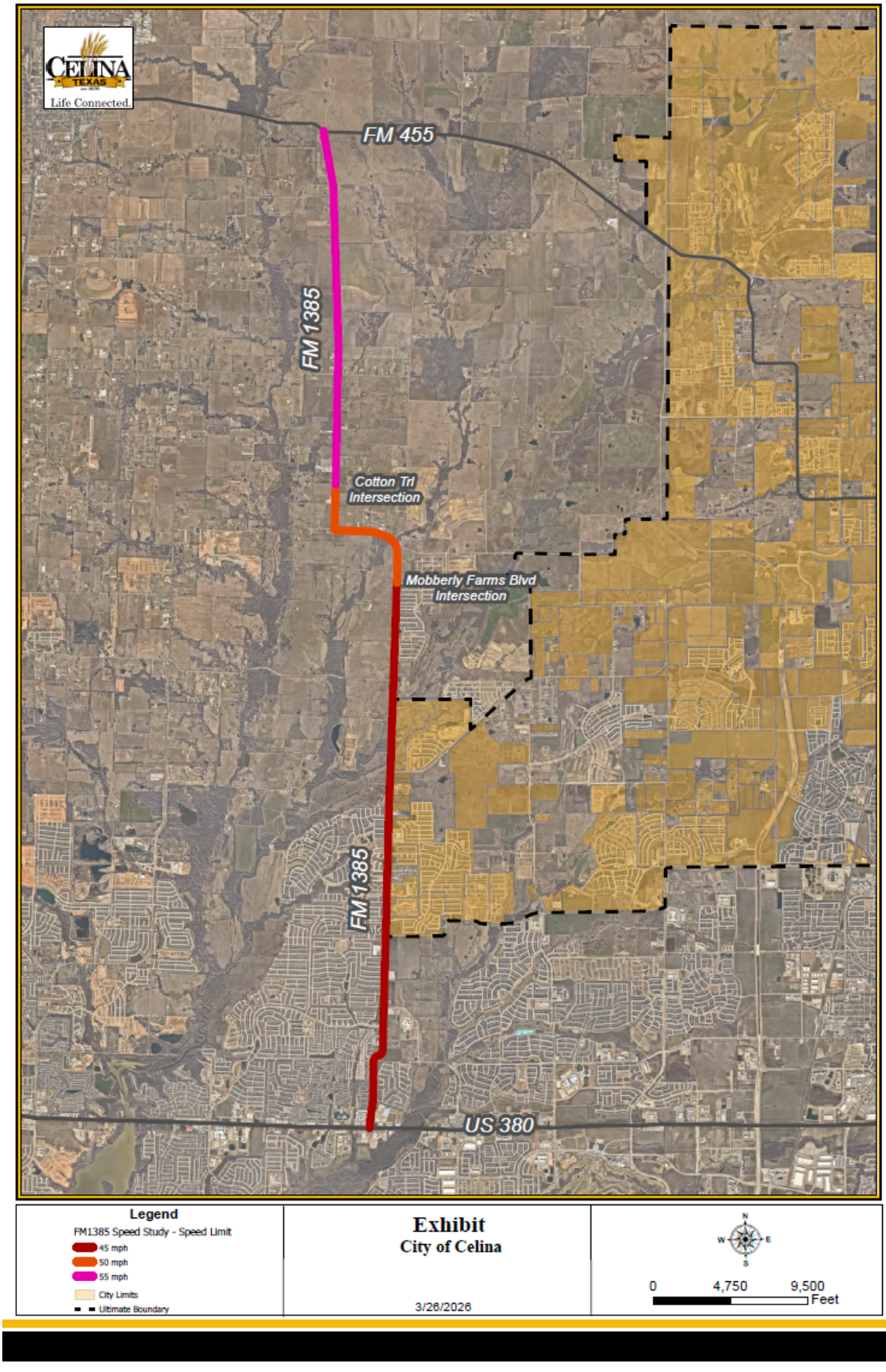
CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit "A"


CELINA
TEXAS
Life Connected.
FM 455
FM 1385
Cotton Trl
Intersection
Mobberly Farms Blvd
Intersection
FM 1385
US 380
Legend
FM1385 Speed Study - Speed Limit
45 mph
50 mph
55 mph
City Limits
Ultimate Boundary
Exhibit
City of Celina
3/26/2026
N
W
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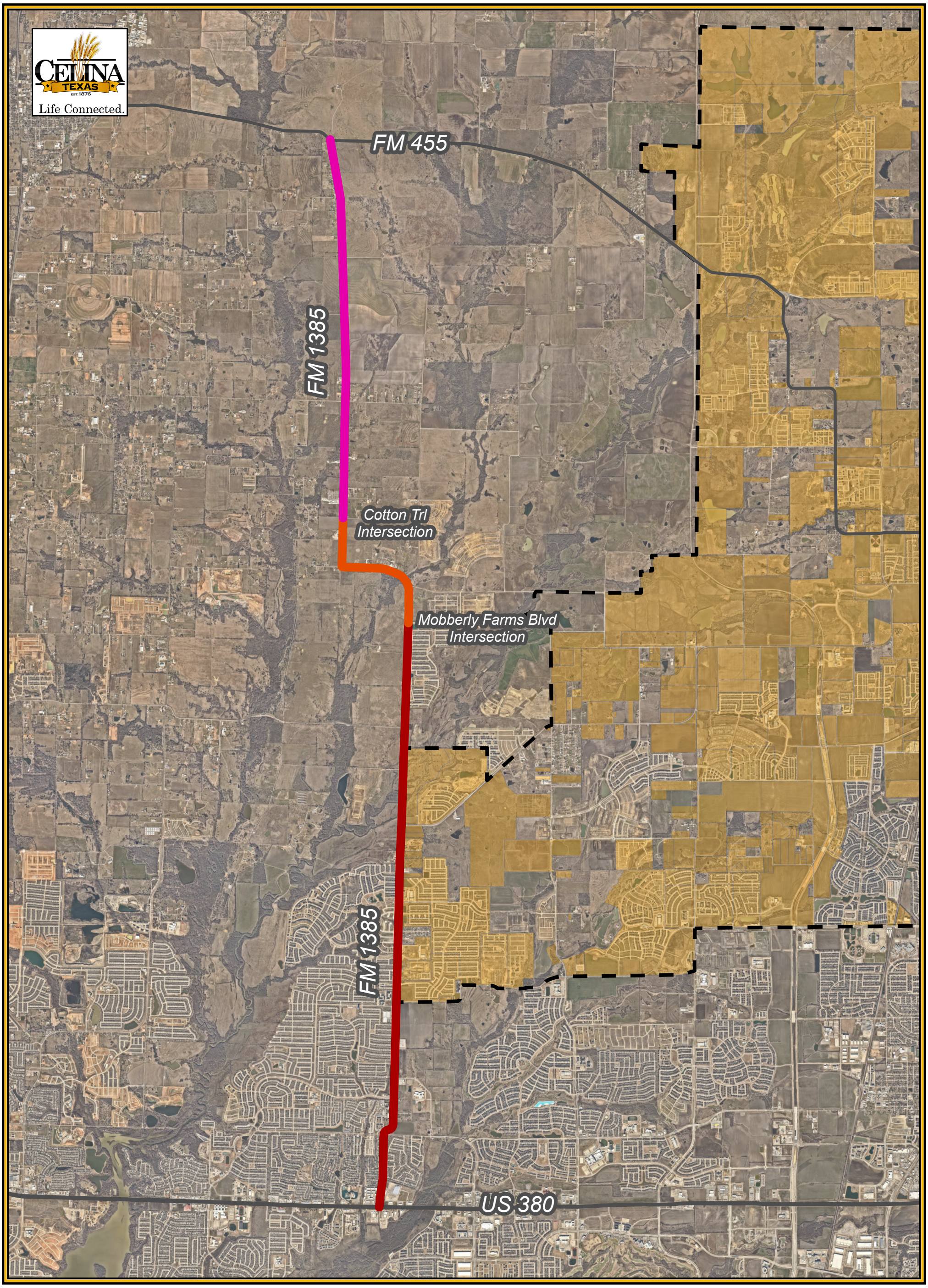
0
4,750
9,500
Feet



Legend

FM1385 Speed Study - Speed Limit

- 45 mph
- 50 mph
- 55 mph
- City Limits
- Ultimate Boundary

Exhibit

City of Celina

3/26/2026

N
W E
S

0 4,750 9,500 Feet

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Catherine Oduro, Senior Civil Engineer
CC: Kimberly Brawner, Assistant City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to approve a work authorization amendment for design services from Kimley-Horn and Associates, Inc., for the Pecan Street Improvements in an amount of $276,500.00 for a total contract amount not to exceed $822,200.00. (Oduro)

Background Information:
In February 2024, Council approved a contract with Kimley-Horn for the design of Arizona Drive from Walnut Street to Pecan Street in coordination with the government center parking garage for $145,400. In June 2024, Council approved Amendment 1 to add the design of Pecan Street from Arizona Drive to Florida Drive, and the asphalt roadway reconstruction of Illinois Drive from Walnut Street (FM 455) to Beech Street and Arizona Drive from Pecan Street to Beech Street for $364,800. Staff approved Amendment 2 in September 2025 to add construction phase services to the original scope for $15,500. In January 2026, staff approved Amendment 3 to add the design of a duct bank along the north side of Walnut Street (FM 455) from Arizona Drive to Colorado Street to relocate the existing overhead electric and fiber optic lines underground for $20,000. The total of the contract is currently $545,700.

In February 2026, an update on right-of-way acquisition for this project was presented to Council and Council approved the extension of the proposed storm pipe between properties 613 W Pecan Street and 603 W Pecan Street to improve drainage in the Downtown area. In March 2026, Council approved the 2026-2030 Five-year Capital Improvements Program (CIP) Resolution, which includes additional funding for Downtown drainage and street improvements. The proposed improvements included in this amendment were included in the Five-Year CIP Resolution.

The amended contract presented includes the design of approximately 1,100 linear feet of additional storm drain to internalize the existing ditch from Illinois Drive to north of Mulberry Court. This amendment also includes additional design of 350 linear feet of 2-lane concrete curb and gutter roadway construction (full depth) for Illinois Drive from Walnut Street (FM 455) to

Pecan Street. The design will also include roadway, internal drainage, 8-inch water line replacement, 8-inch wastewater line replacement, sidewalk (both sides), signage, pavement markings, street lighting and fiber, and erosion control. Additionally, upstream drainage improvements across the Walnut Street and Pecan Street intersection will be included. The design amendment is for a total amount not to exceed $276,500.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for on-call services. The Council authorized the agreement in 2022 for a period of five (5) years.

Legal Review:
The work authorization amendment has been previously reviewed and approved.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Work Authorization Amendment
4. Form 1295

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

Staff Recommendation:
Staff recommends authorizing the work authorization amendment for design services as presented.



Pecan St Improvements
Arizona Drive to Florida Drive
Design Amendment 4

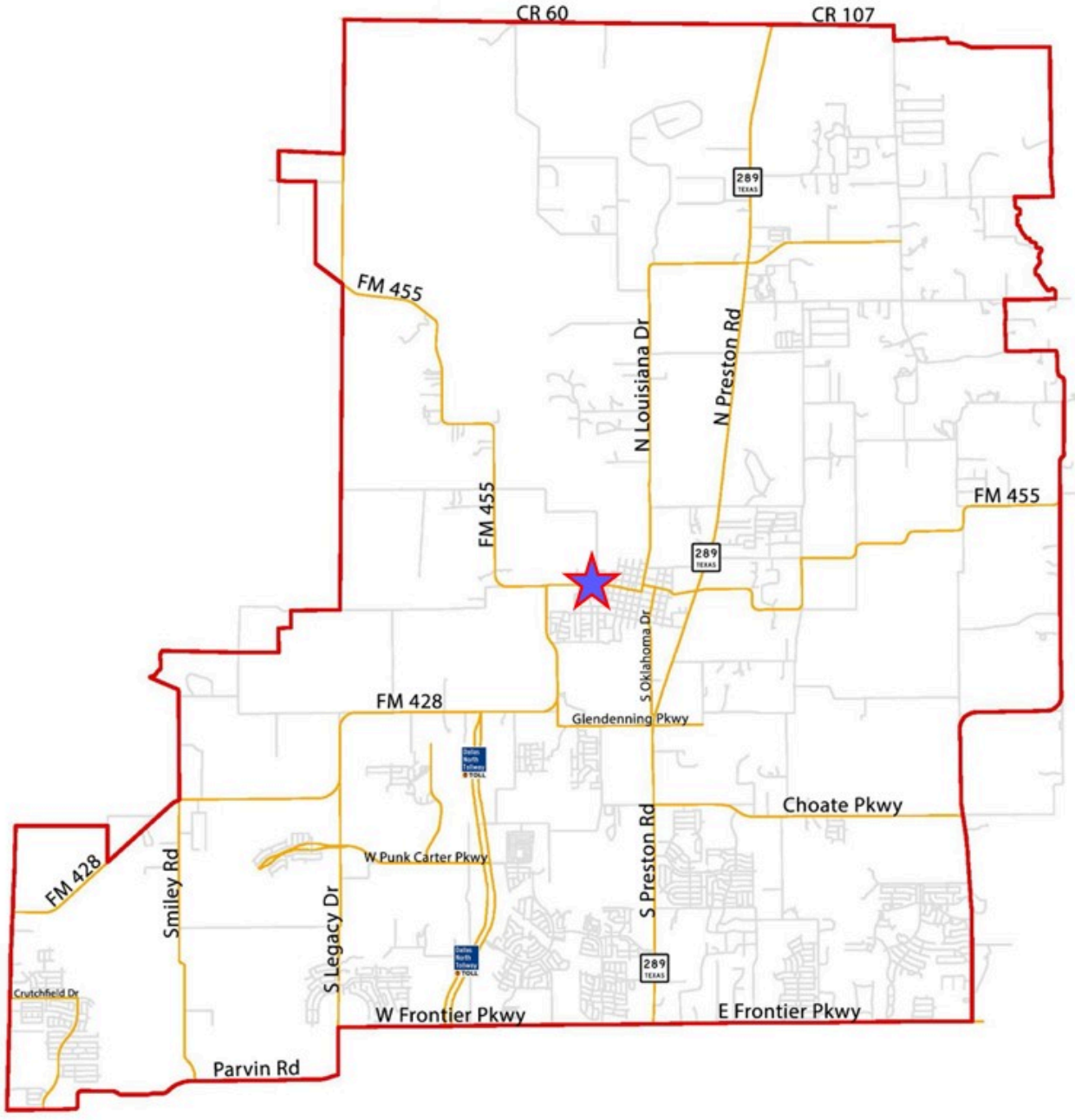
April 14, 2026

Kimberly Brawner, P.E., PTOE
Assistant City Manager

Location Map

Pecan Street from Arizona Drive to Florida Drive

Illinois Street from Pecan Street to FM 455



Background

A | February 2024 - Original design contract approved by Council

B | June 2024 - Design Amendment 1 approved by Council

C | September 2025 - Design Amendment 2 approved by Staff

D | January 2026 - Design Amendment 3 approved by Staff

Background

A. February 2026 - Right-of-way acquisition update presented to Council and the extension of the proposed storm pipe between properties 613 W Pecan Street and 603 W Pecan Street was approved to improve drainage in the Downtown area

B. March 2026 - Council approved the 2026-2030 Five-year Capital Improvements Program (CIP) Resolution, which includes additional funding for Downtown drainage and street improvements

C. The proposed improvements included in this amendment were included in the Five-Year CIP Resolution

Scope of Work

A | Design of approximately 1,100 linear feet of additional storm drain to internalize the existing ditch from Illinois Drive to north of Mulberry Court

B | Design of 350 linear feet of 2-lane concrete curb and gutter roadway construction for Illinois Drive from Walnut Street (FM 455) to Pecan Street

Including: roadway, internal drainage, 8-inch water line replacement, 8-inch wastewater line replacement, sidewalk (both sides), signing, pavement markings, street lighting and fiber, and erosion control

C | Additional upstream drainage improvements across the Walnut Street and Pecan Street intersection

Scope of Work



Fee Summary

A | Original Contract
$145,400

B | Amendment 1
$364,800

C | Amendment 2
$15,500

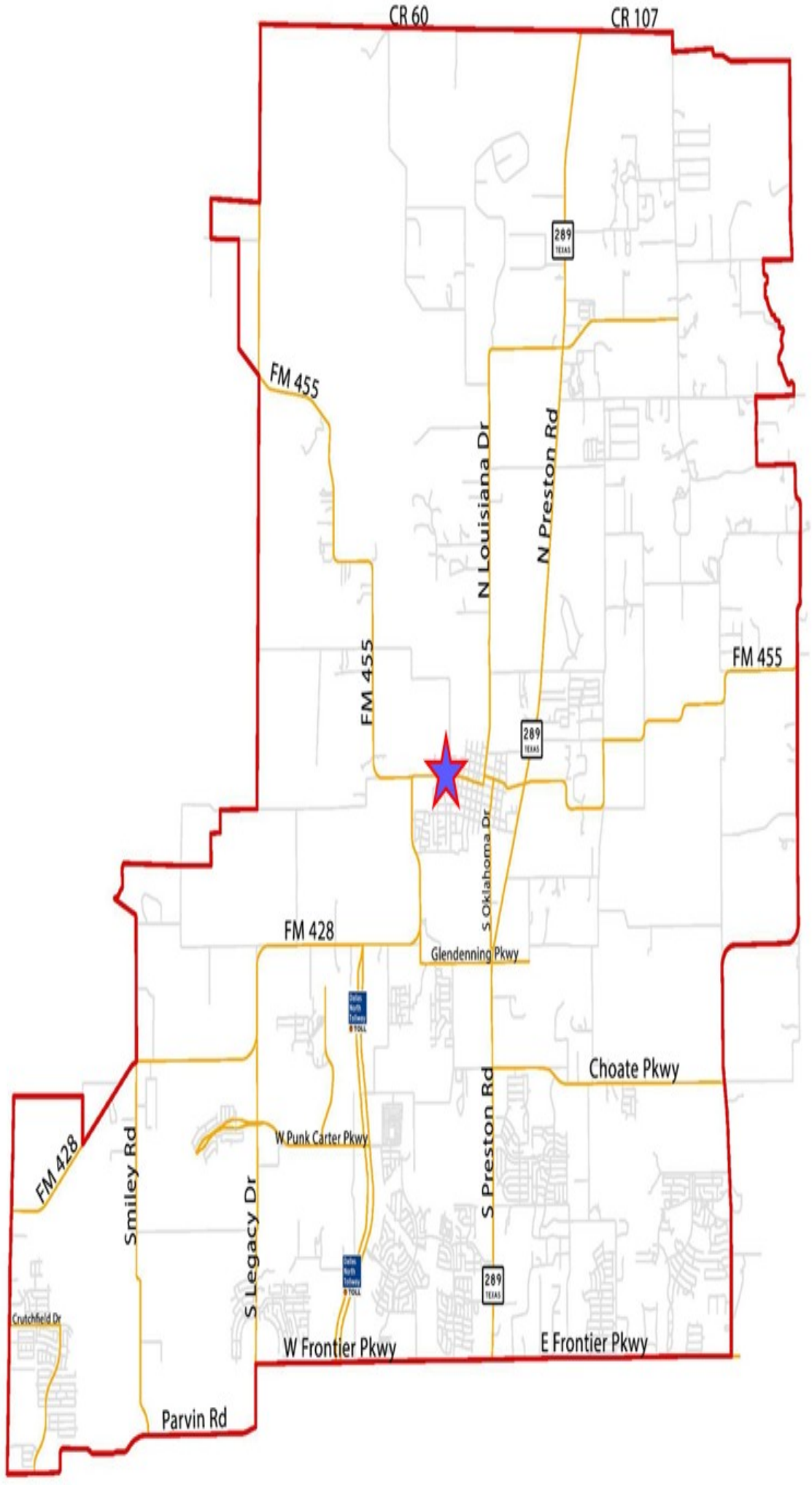
D | Amendment 3
$20,000

E | Amendment 4
$276,500

F | Total amount not to exceed
$822.200



Thank You!


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

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AMENDMENT TO WORK AUTHORIZATION
AMENDMENT 4

Project Name:	**Arizona Drive (Walnut St to Pecan St)**		
Work Authorization #	**No.24-00006136**	**Date**	**3/5/2026**
Provider Project #		**Celina Project #**	**R86**

This Amendment is made by and between the City of Celina, Texas, a home-rule municipality (Owner) and **Kimley-Horn and Associates, Inc.**, (Provider) for **Additional Professional Services for the Project**, (Services), the Owner and the Provider hereby agree as follows:

Amendment 4 modifies the following conditions to the original Work Authorization **EXHIBIT "A"**

This Amendment includes the additional design of approximately 1,100 linear feet of storm drain design to internalize existing ditch from Illinois Drive to north of Mulberry Court.

This Amendment also includes additional design of 350 linear feet of 2-lane concrete curb and gutter roadway construction (full depth) for Illinois Drive from Walnut Street (FM 455) to Pecan Street. The design will include roadway, internal drainage, 8-inch water line replacement, 8-inch wastewater line replacement, sidewalk (both sides), signing, pavement markings, street lighting and fiber, and erosion control. Improvements also include additional upstream drainage improvements across Walnut Street intersection.

II. TASK SUMMARY, BASIC SERVICES

A. Survey

The scope of services for Task A is amended as follows:

a. Additional Topographic Survey 400-feet downstream existing culvert ditch line on Pecan Street.
b. Additional Topographic Survey 300-feet downstream existing culvert ditch line on Illinois Drive.
c. Additional Topographic Survey upstream of Illinois Drive culvert and upstream along Walnut Street (FM 455) northern ditch line to make connections to existing storm drain.

…

B. Preliminary Design (60%)

The scope of services for Task B is amended to include the improvements outlined above.

a. Revise Roadway Plan and Profile Layout for additional improvements listed above to convert design into ultimate curb and gutter roadway section.
   i. Revise vertical alignment and typical section.
   ii. Determine potential easement requirements.

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iii. Update existing and proposed ground surfaces to evaluate earthwork quantities and identify potential conflicts.
iv. Locate proposed sidewalk on both sides of the roadway.

b. Drainage Analysis
   i. Update and develop drainage area maps for additional improvements. (determine conveyance path and runoff coefficients to calculate design flow, subdivide the drainage areas into sub-areas.)
   ii. Prepare drainage design to accommodate the ultimate improvements. The design will include improvements across Walnut Street (FM 455) as needed. The design of any additional offsite drainage improvements to accommodate the proposed improvements, if necessary, will be considered Additional Services.
   iii. Prepare internal storm system routing analysis to support the ultimate drainage design.
      a. Develop up to 2 (two) options for storm system alignment from Illinois Drive Pecan Street outfall.
      b. Evaluate cost and impact to adjacent properties and determine design recommendations so impacts meet City requirements.

c. Utilities
   i. 8-inch Water line – Illinois Drive from Walnut Street to Pecan Street.
      a. Establish horizonal location tying into existing 12-inch line at Walnut Street and 8” line at Pecan Street.
   ii. 8-inch Wastewater line – Illinois Drive from Walnut Street to 200 linear feet north of Walnut Street.
      a. Establish horizonal location tying into existing 8-inch line at Walnut Street and 8” line at Illinois Drive creek crossing.

d. Illumination
   i. Locate proposed street lights and conduit along the corridor.

e. Fiber (conduit only)
   i. Locate proposed City fiber conduit along Illinois Drive.

f. Prepare one (1) Preliminary Exhibit of the proposed additional improvements that depict the improvements and routing options above.

g. Additional improvements to not include separate plan sheet review with the Preliminary Design (60%) submittal listed in original Contract. Plan sheets to be provided with 90% and Final Design submittal.

…

C. <u>Final Design (90%, 100%)</u>

The scope of services for Task C is amended to include the improvements outlined above.

a. Roadway
   i. Revise plan and profile designs for improvements on 22”x34” sheets at 1”=20’ horizontal and 1”=4” vertical.
   ii. Develop design cross-sections.
      a. Develop on 50-foot intervals.
      b. Show pavement, subgrade, cross-slopes, curbs, right-of-way limits, easements, side slopes, sidewalk, and retaining walls (if needed).
   iii. Analyze all driveways within the project and develop driveway profiles as needed. Typical driveways will be defined vertically by spot elevations.

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iv. Prepare roadway details to clarify intent of design.
v. Compile applicable City standard details. Modify standard details as needed.

b. Drainage
   i. Revise and develop new drainage designs on 22”x34” sheets at 1”=20’ horizontal and 1”=4” vertical.
   ii. Prepare profiles for the proposed storm drain line and laterals.
   iii. Provide plans and details for outfall protection.
   iv. Prepare drainage details to clarify intent of design. Create details for connections to existing system (where applicable).
   v. Compile applicable City standard details. Modify standard details as needed.
   vi. Update hydrologic and hydraulic calculations and models to match final design.
   vii. Develop proposed grading and perform scour analysis at outfall.

c. Utilities
   i. Water line – Pecan Street from Florida Drive to Arizona Drive
      a. Revise layout of proposed 8-inch line to avoid existing sanitary sewer. Approximately 600 linear feet.
   ii. Water line – Illinois Drive from Walnut Street to Pecan Street
      a. Develop water line plan sheets for the proposed 8-inch line.
      b. Show connections to existing lines and abandonments where applicable.
      c. Compile applicable City standard details. Modify standard details as needed.
   iii. Wastewater line – Illinois Drive from Walnut Street to 200 linear feet north of Walnut Street.
      a. Develop wastewater line plan and profile sheets for the proposed 8-inch line.
      b. Establish horizonal location tying into existing 8-inch line at Walnut Street and 8” line at Illinois Drive creek crossing.
      c. Show connections to existing lines and abandonments where applicable.

d. Traffic
   i. Revise pavement marking and signing layouts on 22”x34” sheets at 1”=20’.

e. Erosion Control.
   i. Revise erosion control plan sheets at 1”=40’ scale (22”x34”).
   ii. Erosion control sheets will specify sediment control fence, inlet protection, rock check dams, sod, and seed locations.
   iii. Compile applicable TxDOT standards.

f. Illumination
   i. Upon City approval of street light locations, design street light system using City standard light poles and specifications.
   ii. Provide street light layout, pull box locations, electrical plans, and applicable notes and details.
   iii. Provide supporting calculations.
   iv. Prepare the following plan sheets:
      a. Lighting Plan (1”=40’ scale, 22”x34”).
      b. Lighting Luminaire and Conduit Data.
      c. Lighting Electrical Data and Notes.
   v. Compile applicable TxDOT and City standard details.
   vi. Compile applicable Technical Specifications.

g. Fiber (conduit only)
   i. Upon City approval of fiber requirements and location, design 2-2-inch fiber conduit system using City of Celina specifications.

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ii. Provide conduit layout, pull box locations, and applicable notes and details. Fiber will be shown on the illumination plans.
iii. Fiber improvements to be shown on Illumination plan sheets.
iv. Compile applicable TxDOT and City standard details.

h. Finalize additional quantity summaries (pay item listings) and update the overall opinion of probable construction cost.
i. Additional improvements to be included with the Final Design (90% and 100%) submittals listed in original Contract.

…

III. TASK SUMMARY, SPECIAL SERVICES

…

E. Subsurface Utility Engineering (SUE) Quality Level "B" and "A"

The scope of special services for Task E is amended to perform additional SUE Quality Level "B" using geophysical prospecting equipment to identify City and franchised utilities at critical locations identified during design and/or construction, up to two (2) days of field investigation which will then be field surveyed.

F. Construction Phase Services

The scope of special services for Task F is amended to provide additional assistance with day to day operation and oversight of the construction phase of the Project. Consultant's role during construction will be provided upon request of the City and billed on a reimbursable basis as labor and direct expenses are incurred.

a. Refer to Task F Construction Phase Services in Original Work Authorization.
b. Additional fee is based on approximately 60 hours.

G. Record Drawings

The scope of special services for Task G is amended to provide additional hours to provide additional record drawing support for additional improvements for Pecan Street. Consultant's role during construction will be provided upon request of the City and billed on a reimbursable basis as labor and direct expenses are incurred.

a. Refer to Task F Construction Phase Services in Original Work Authorization.
b. Additional fee is based on approximately 50 hours.

H. Right-of-Way and Easement Conveyance

a. Upon City authorization, prepare up to twelve (12) easement instruments for acquisition purposes (narrative and graphic exhibits of easements required for drainage, sidewalk, slope, street, and/or temporary construction easement). Additional instruments will not be prepared without written authorization by the City.
b. Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
i. Parcel number.

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ii. Area required.
iii. Area remaining.
iv. Legal description.
v. Current owner.
vi. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
vii. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
viii. Easement instruments for encroachment agreement purposes will be prepared in accordance with franchisee requirements.

c. Upon notification by the City of acceptance of the property conveyance limits (to be determined during the Preliminary Design), exhibits, and instruments, and as directed by the City, the surveyor shall set all corners and points of curvature for the proposed ROW and submit final, sealed documents, including the location of the control points and their NAD-83 reference.
d. Upon City authorization, prepare up to twelve (12) separate property exhibits to support negotiation phase with property owners. Exhibits will be 8 ½" x 11" paper with proposed plan view improvements, aerial, and proposed easements highlighted for each property.

J. Franchise Utility Coordination

The budgeted fee for this Task is based upon approximately 40 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City. This Task shall be used on an as-needed basis, at the discretion of the City. Tasks may include:

a. Coordinate with franchise utility companies.
b. Attend group and/or individual franchise utility meetings.
c. Provide design data to franchise utility companies.
d. Identify potential franchise utility conflicts and possible relocation requirements.
e. Notify the City if any relocations may be required.

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Amendment 4 modifies the following conditions to the original contract of **EXHIBIT "B"**.

I.	**Basic Services (Lump Sum)**		
	A.	**Survey**	**$52,000**
		1. Original Agreement	*$12,000*
		2. Amendment 1	*$24,000*
		3. Amendment 4	*$16,000*
	B.	**Preliminary Design (60%)**	**$293,400**
		1. Original Agreement	*$41,400*
		2. Amendment 1	*$167,000*
		3. Amendment 4	*$85,000*
	C.	**Final Design (90, 100%)**	**$270,900**
		1. Original Agreement	*$33,600*
		2. Amendment 1	*$127,300*
		3. Amendment 4	*$110,000*
	…		
	Basic Services Total (Lump Sum)		**$616,300**
II.	**Special Services (Cost Plus Not to Exceed)**		
	…		
	E.	**Subsurface Utility Engineering (SUE) Quality Level "B" and "A"**	**$14,000**
		1. Original Agreement	*$9,000*
		2. Amendment 4	*$5,000*
	F.	**Construction Phase Services**	**$44,735**
		1. Original Agreement	*$11,000*
		2. Reallocated budget (zero sum)	*$3,235*
		2. Amendment 2	*$15,500*
		2. Amendment 4	*$15,000*
	G.	**Record Documents**	**$16,500**
		1. Original Agreement	*$4,000*
		2. Amendment 4	*$12,500*
	H.	**Right-of-Way and Easement Conveyance**	**$56,500**
		1. Amendment 1	*$33,500*
		2. Amendment 4	*$23,000*
	…		
	J.	**Franchise Utility Coordination**	**$10,000**
	Special Services Total (Cost Plus, Not to Exceed)		**$205,900**
	Project Budget, Grand Total (Not to Exceed)		**$822,200**

Docusign Envelope ID: 444FC7BB-C5FA-4EB0-AF6C-B42F10F70A47

PROJECT BUDGET SUMMARY

Description	Previous Agreement	Amendment 4	TOTAL
Task I.A. Survey	$36,000	$16,000	$52,000
Task I.B. Preliminary Design (60%)	$208,400	$85,000	$293,400
Task I.C. Final Design (90%, 100%)	$160,900	$110,000	$270,900
Task II.A. Geotechnical Investigation	$24,000	N/A	$24,000
Task II.B. Public Involvement	$10,500	N/A	$10,500
Task II.C. Garage Project Coordination*	$3,965	N/A	$3,965
Task II.D. Bid Phase Services	$5,700	N/A	$5,700
Task II.E. Subsurface Utility Engineering (SUE) Quality Level “B” and “A”	$9,000	$5,000	$14,000
Task II.F. Construction Phase Services*	$29,735	$15,000	$44,735
Task II.G. Record Documents	$4,000	$12,500	$16,500
Task II.H. Right-of-Way and Easement Conveyance	$33,500	$23,000	$56,500
Task II.I. Duct Bank Design	$20,000	N/A	$20,000
Task II.J. Franchise Utility Coordination	N/A	$10,000	$10,000
Subtotal	**$545,700**	**$276,500**	**$822,200**

**Budget previously reallocated to move the remaining available budget from Task II.C to Task II.F.*

Total Fee Increase (Not to Exceed) $276,500

Docusign Envelope ID: 444FC7BB-C5FA-4EB0-AF6C-B42F10F70A47

AMENDMENT

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	PROVIDER
	Signed by: Nathan Ante 8AD1813661C04BB...
Printed Name & Title	Nathan Ante Printed Name & Title
Date	4/2/2026 Date

Docusign Envelope ID: 444FC7BB-C5FA-4EB0-AF6C-B42F10F70A47

ARIZONA DRIVE - AMENDMENT #4

Illinois Street and Storm Drain Internalization

Draft Schedule (March 26, 2026)

Life Connected.

Key Tasks	2026 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2027 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Pre-Design																								
Design Contract Approval (Kimley-Horn)				★																				
Topographic Survey					▬																			
Preliminary Design																								
Project Design Kickoff					★																			
Preliminary Design (60%)					▬	▬	▬																	
Preliminary Design Meeting (60%)							★																	
City Review (3 Weeks)								▨																
Final Design																								
Final Design									▬	▬	▬													
Final Design Submittal (90%)											★													
City Review (3 Weeks)											▨													
Address City Comments, Finalize Deliverables											▬													
Final Submittal													★											
Bidding (w/ Gov't Center CMAR GMP)																								
Bid Phase / Confirm GMP													▬	▬										
Construction (w/ Gov't Center CMAR GMP)																								
Execute Construction Contract/Notice to Proceed (TBD)															★									
Construction Phase Services (TBD)															▬	▬	▬	▬	▬	▬	▬	★		
Record Documents (TBD)																						▬	▬	

★ Key Milestones/Submittals

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1444786

Date Filed:
04/08/2026

Date Acknowledged:
04/08/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kimley-Horn and Associates, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Celina

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

040826
R86 Arizona dr. Walnut to Pecan. Amendment 4.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Flanagan, Tammy	Dallas, TX United States	X	
McEntee, David	Dallas, TX United States	X	
Keil, Ashley	Dallas, TX United States	X	
Mutti, Brent	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

The Celina Purchasing Department has Received and Acknowledged this Form 1295 as required by Texas Government Code, Section 2252.908. Forms are acknowledged through the Ethics Commission website, and the final acknowledged form does not include a signature. The original document is on file in the bid folder and includes the required signature.

_____
Signature of authorized agent of contracting business entity
(Declarant)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Catherine Oduro, Senior Civil Engineer
CC: Kimberly Brawner, Assistant City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to release the drainage easement on Sutton Fields East Phase 2 identified by Denton County as Instrument 2024-82061. (Oduro)

Background Information:
The drainage easement was dedicated during Sutton Fields East Phase 1 to convey flows through Sutton Fields East Phase 2 in an open channel. Sutton Fields East Phase 2 is nearing construction completion and has rerouted flows through the proposed right-of-way (ROW) in a storm pipe system and the open channel is no longer needed and has been filled in. The drainage is being conveyed through Phase 2 in drainage easements and ROW being dedicated by the Phase 2 plat. To have a clean plat with no drainage easements in the back of lots, this existing drainage easement needs to be released.

Legal Review:
Legal has previously reviewed the release of drainage easement template.

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Release of Drainage Easement
4. Final Plat

Financial Consideration:
N/A

Staff Recommendation:

Staff recommends approval.



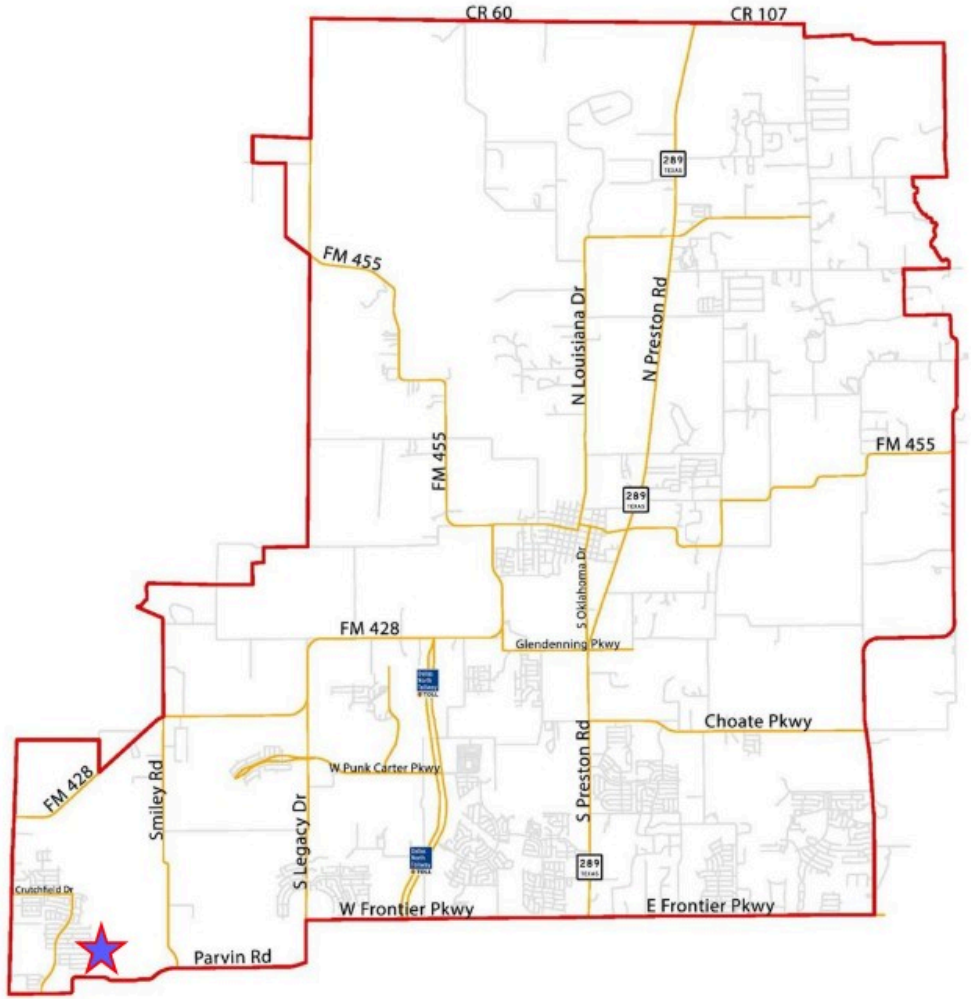
Sutton Fields

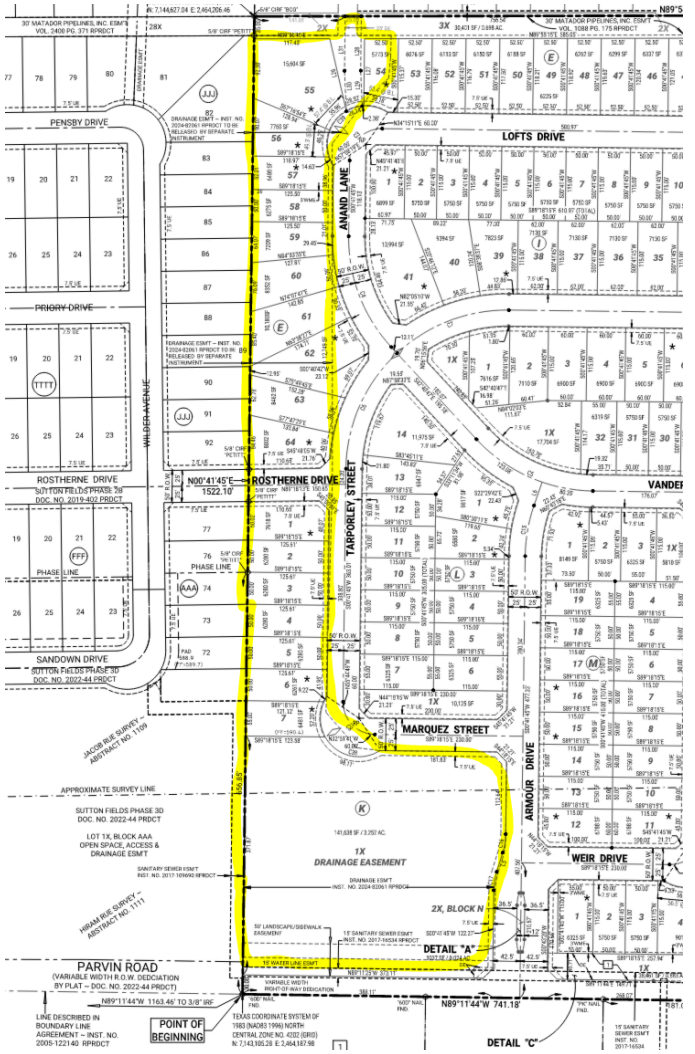
Release of Easement

April 14, 2026

Catherine Oduro, P.E., PMP, CFM
Interim Director of Engineering

Location Map





BACKGROUND

A | July 21, 2024 - A Drainage Easement was recorded at Denton County to convey flows from Sutton Fields East Phase 1 through the Future Sutton Fields East Phase 2 site.

B | August 12, 2025 - Sutton Fields East Phase 2 Civil plans were approved for construction which allowed for construction of storm pipes to convey the flows that the open channel had been conveying through Drainage Easement

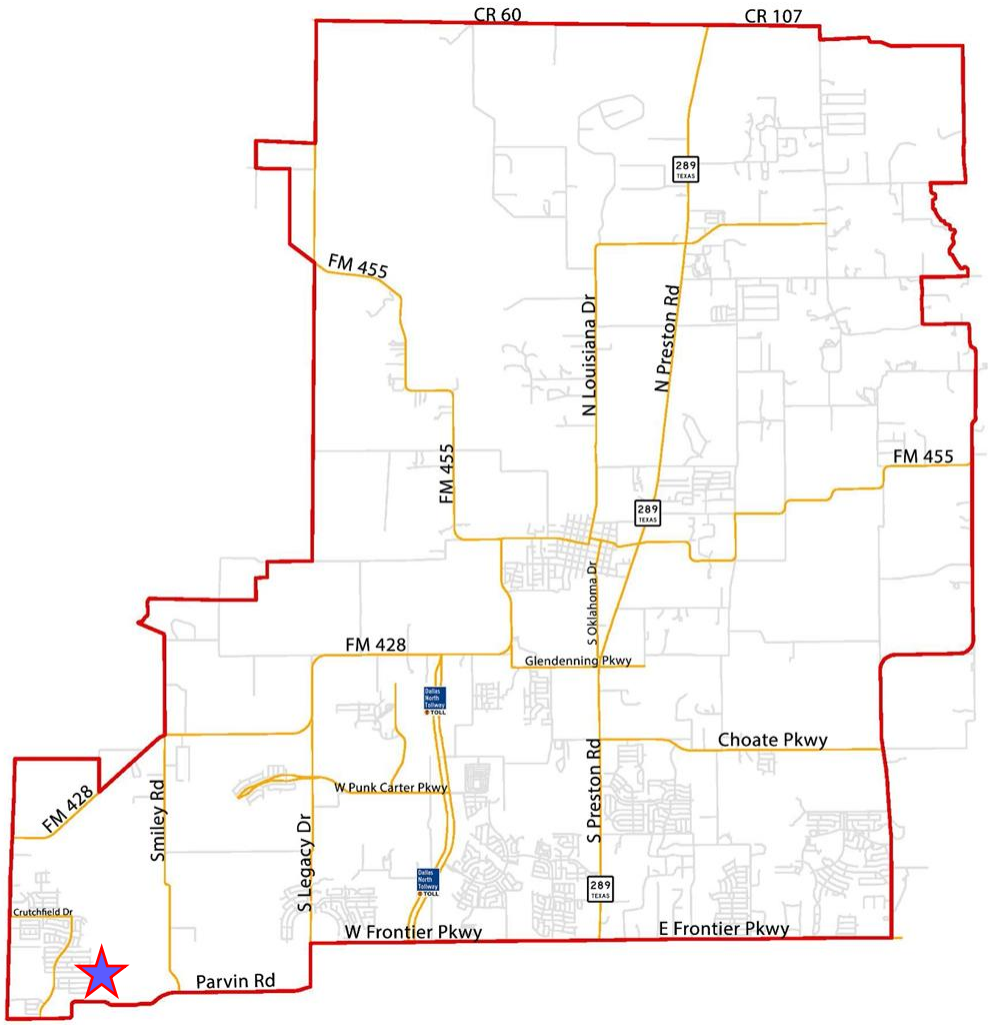
C | Sutton Fields East Phase 2 is nearing construction completion and drainage has been installed and rerouted in the Proposed ROW. The Drainage Easement as a whole is no longer needed.

D | Release of the Drainage Easement will result in unencumbered back yards for the new lots being platted. Drainage is being conveyed within the ROW and in Drainage easements by Plat-25-001842 to a detention pond.



Thank You!

LOCATION MAP



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RELEASE OF DRAINAGE EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

THIS RELEASE OF DRAINAGE EASEMENT ("Termination") is executed by the City of Celina, a municipal corporation, on this _____ day of February, 2026.

RECITALS:

WHEREAS, that certain Drainage Easement, dated July 31, 2024, recorded under Instrument No. 2024-82061, of the Real Property Records of Denton County, Texas (the "Easement"), having been executed in favor of the City of Celina, Texas ("The City"), burdens, among other property, that certain tract of land described in Exhibit A of the recorded Easement, attached hereto and made part hereof for all purposes (the "Property"); and

WHEREAS, the owner of the Property at the time of the granting of the Easement, MM Sutton Fields East, LLC, has requested that the City release the Property from the Easement; and

WHEREAS, the City is agreeable to releasing the Easement in its entirety.

NOW THEREFORE, the City, for and in consideration of the mutual advantages to accrue to it and to the owners of the Property and to future owners of the Property, agrees that with respect to the Property, the Easement, and rights of way contained therein, are hereby abandoned, released and discharged, and are of no further force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED as of the date set forth above.

The City of Celina

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, as _____ of the City of Celina on behalf of said municipality.

_____
Notary Public in and for State of Texas

EXHIBIT "A"

Denton County
Juli Luke
County Clerk

Instrument Number: 82061

ERecordings-RP

EASEMENT

Recorded On: July 31, 2024 03:25 PM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: $61.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	82061
Receipt Number:	20240731000528
Recorded Date/Time:	July 31, 2024 03:25 PM
User:	Michael T
Station:	Station 14

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

DRAINAGE EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That MM Sutton Fields East, LLC ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the **CITY OF CELINA, TEXAS**, ("Grantee"), the receipt of which are hereby acknowledged, and for which no lien is retained, either expressed or implied, does hereby GRANT, SELL AND CONVEY unto Grantee a drainage easement and right to construct, reconstruct, operate, repair, enlarge, re-build, replace, relocate, alter, remove and perpetually maintain drainage facilities (collectively, "Facilities"), together with all incidental improvements, and all necessary laterals, over, across, in, on, under and through certain real property owned by Grantor and located in the City of Celina, Denton County, Texas, as described and depicted in Exhibit A, attached hereto andincorporated herein for all purposes ("Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the Easement Property perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, enlarging, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements thereto and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then Grantee shall have, and is hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property.

The Easement Property shall remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Easement Property. Notwithstanding anything to the contrary herein, Grantee will not be responsible for the maintenance and operation of the Easement Property or for any damage to private property or person that results from conditions in the Easement Property, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permittedby construction of any type of building, fence or any other structure within the EasementProperty, unless approved by the City Engineer; provided, however, that it is understood that in the event it becomes necessary for Grantee to consider channelizing or erecting any type of drainage structure in order to improve storm drainage, then in such event, Grantee shall have the right, but not the obligation, to enter upon the Easement Property at any point, or points, with all rights of ingress and egress to investigate, survey, or to erect, construct and maintain anydrainage or detention facility deemed necessary for drainage or detention purposes.

Grantor shall keep the Easement Property clean and free of debris, silt and any substance which would result in unsanitary conditions or obstruct the flow of water, and Grantee shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Grantor to alleviate any undesirable conditions which may occur. In the event that Grantor or other property owners do not properly maintain or repair the Easement Property in accordance with Grantee's laws or other applicable regulations, Grantee has the right, but not theobligation, to enter on the Easement Property at any point, or points, to investigate, survey, erect,construct, maintain and/or repair the Facilities or to conduct emergency repairs or supervise the work of others deemed necessary, as solely determined by Grantee, for drainage purposes, and the failure of Grantor or other property owners to undertake such required repairs or maintenanceand diligent completion of such repairs or maintenance.

The natural drainage through the Easement Property is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. Grantor and/or other property owners shall be liable to Grantee for any costs Grantee incurs as a result of any maintenance or repairs implemented by Grantee. Grantee shall not be held liable for any damages of any nature resulting from the failure of any structure or structures erected or installedby Grantor within the Easement Property, and Grantor hereby agrees to indemnify, defend and hold harmless Grantee from any such damages and injuries.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be

included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the easement granted herein.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use the Easement Property to landscape and build and construct fences, driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on the Easement Property.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the futurearising.

Further, notwithstanding anything to the contrary herein, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities, the roadway facilities or other public facilities or which will affect or interfere with, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, the roadway facilities or other public facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities, the roadway facilities or other public facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

The individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and bindingagreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of the Facilities and roadway and other public facilities as well as all damages, if any, to Grantor's property which may occur in the future resulting from Grantee's exercise of any rights granted herein.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[*Signature page.*]

IN WITNESS WHEREOF, this instrument is executed this 24 day of JUNE, 2024.

GRANTOR:

By: MEHRDAD MOAYEDI
Title: MANAGER
Date: JUNE 24, 2024

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a. Notary Public in and for said County and State, on this day personally appeared MEHRDAD MOAYEDI known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of JUNE, 2024.

[SEAL]

DEBBIE LACEY
Notary ID #123942280
My Commission Expires
August 16, 2025

Notary Public, State of Texas

GRANTEE: **CITY OF CELINA**

By: Robert E. Ryan Jr.
Name: Robert Rand
Title: City Manager

STATE OF TEXAS §

COUNTY OF Collin §

This instrument was acknowledged before me on the 31 day of July, 2024, by Robert Rand.

LAUREN FIELD
Notary Public, State of Texas
Comm. Expires 07-05-2026
Notary ID 129873163

Lauren Field
Notary Public in and for State of Texas

EXHIBIT "A"
DRAINAGE EASEMENT
6.604 ACRES

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain called 109.926 tract of land described in deed to MM Sutton Fields East, LLC recorded in Document No. 2021-192973, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

COMMENCING at a 60D nail in asphalt found at the southeast corner of a variable width right-of-way dedication for Parvin Road, dedicated according to Final Plat of Sutton Fields Phase 3D, an addition to the City of Celina, Texas recorded in Document No. 2022-44, of the Plat Records of Denton County, Texas (PRDCT), from which a 3/8-inch iron rod found at the southwest corner of said right-of-way dedication bears North 89°11'44" West, a distance of 1163.46 feet;

THENCE North 00°41'45" East, with the east line of said Sutton Fields Phase 3D, and the west line of said MM Sutton Fields East, LLC tract, a distance of 42.50 feet to **POINT OF BEGINNING,** located at the northwest corner of a called 15-foot Sanitary Sewer Easement recorded in Instrument No. 2017-16534, RPRDCT;

THENCE North 00°41'45" East, continuing with said east line of Sutton Fields Phase 3D, and the west line of said MM Sutton Fields East, LLC tract, passing at a distance of 614.35 feet a 5/8-inch iron rod with cap stamped "PETITT RPLS 4087" found at the southeast corner of Sutton Fields Phase 2B, an addition to the City of Celina, Texas recorded in Document No. 2019-402, PRDCT, continuing with the east line of said Sutton Fields Phase 2B, and the west line of the MM Sutton Fields East, LLC tract, in all, a total distance of 1449.60 feet to a 5/8-inch iron rod with cap stamped "PETITT RPLS 4087" found at the northeast corner of Lot 82, Block JJJ, and the southeast corner of Lot 28X, Block JJJ, of said Sutton Fields Phase 2B;

THENCE North 89°54'54" East, over and across the MM Sutton Fields East, LLC tract, and with the south line of a called 30-foot Matador Pipelines, Inc. Easement recorded in Volume 1088, Page 175, RPRDCT, a distance of 130.01 feet;

THENCE North 00°41'45" East, continuing over and across the MM Sutton Fields East, LLC tract, a distance of 30.00 feet to the north line of said Matador Pipelines, Inc. Easement;

THENCE North 89°54'54" East, continuing over and across the MM Sutton Fields East, LLC tract, and with the north line of said Matador Pipelines, Inc. Easement, a distance of 30.50 feet;

THENCE South 00°41'45" West, continuing over and across the MM Sutton Fields East, LLC tract, a distance of 30.00 feet to said south line of the Matador Pipelines, Inc. Easement;

THENCE North 89°54'54" East, continuing over and across the MM Sutton Fields East, LLC tract, and with the south line of the Matador Pipelines, Inc. Easement, a distance of 52.16 feet;

THENCE continuing over and across the MM Sutton Fields East, LLC tract, the following courses:

South 01°22'46" West, a distance of 34.48 feet;

South 05°16'50" West, a distance of 32.60 feet;

South 50°34'24" West, a distance of 31.64 feet;

South 37°55'18" West, a distance of 102.88 feet;

South 00°00'57" East, a distance of 527.71 feet;

South 01°34'57" West, a distance of 357.95 feet;

South 41°04'36" East, a distance of 72.92 feet;

South 82°55'42" East, a distance of 36.20 feet;

South 89°18'15" East, a distance of 181.83 feet;

South 44°18'15" East, a distance of 21.21 feet;

South 00°41'45"West, a distance of 121.32 feet to the beginning of a tangent curve to the right;

Southwesterly, with said curve which has a central angle of 16°44'19", a radius of 100.00 feet, a chord which bears South 09°03'54" West, a chord distance of 29.11 feet, and for an arc distance of 29.21 feet;

South 17°26'04" West, a distance of 22.66 feet to the beginning of a tangent curve to the left;

Southwesterly, with said curve which has a central angle of 16°44'19", a radius of 100.00 feet, a chord which bears South 09°03'54" West, a chord distance of 29.11 feet, and for an arc distance of 29.21 feet;

South 00°41'45" West, a distance of 121.86 feet;

And South 45°45'01" West, a distance of 3.53 feet to the north line of said called 15-foot Sanitary Sewer Easement;

THENCE North 89°11'44" West, continuing over and across the MM Sutton Fields East, LLC tract, and with said north line of the 15-foot Sanitary Sewer Easement, a distance of 388.10 feet to the **POINT OF BEGINNING**, and containing 6.604 acres of land.

NOTES:

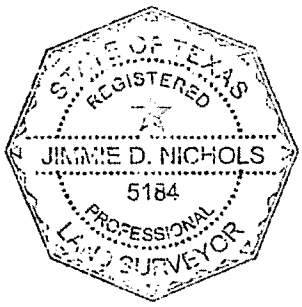
The bearings shown and recited hereon are referenced to the Texas Coordinate System of 1983 ~ North Central Zone No. 4202 - NAD 83. (All distances are surface distances with a surface to grid scale factor of 0.999849392677).

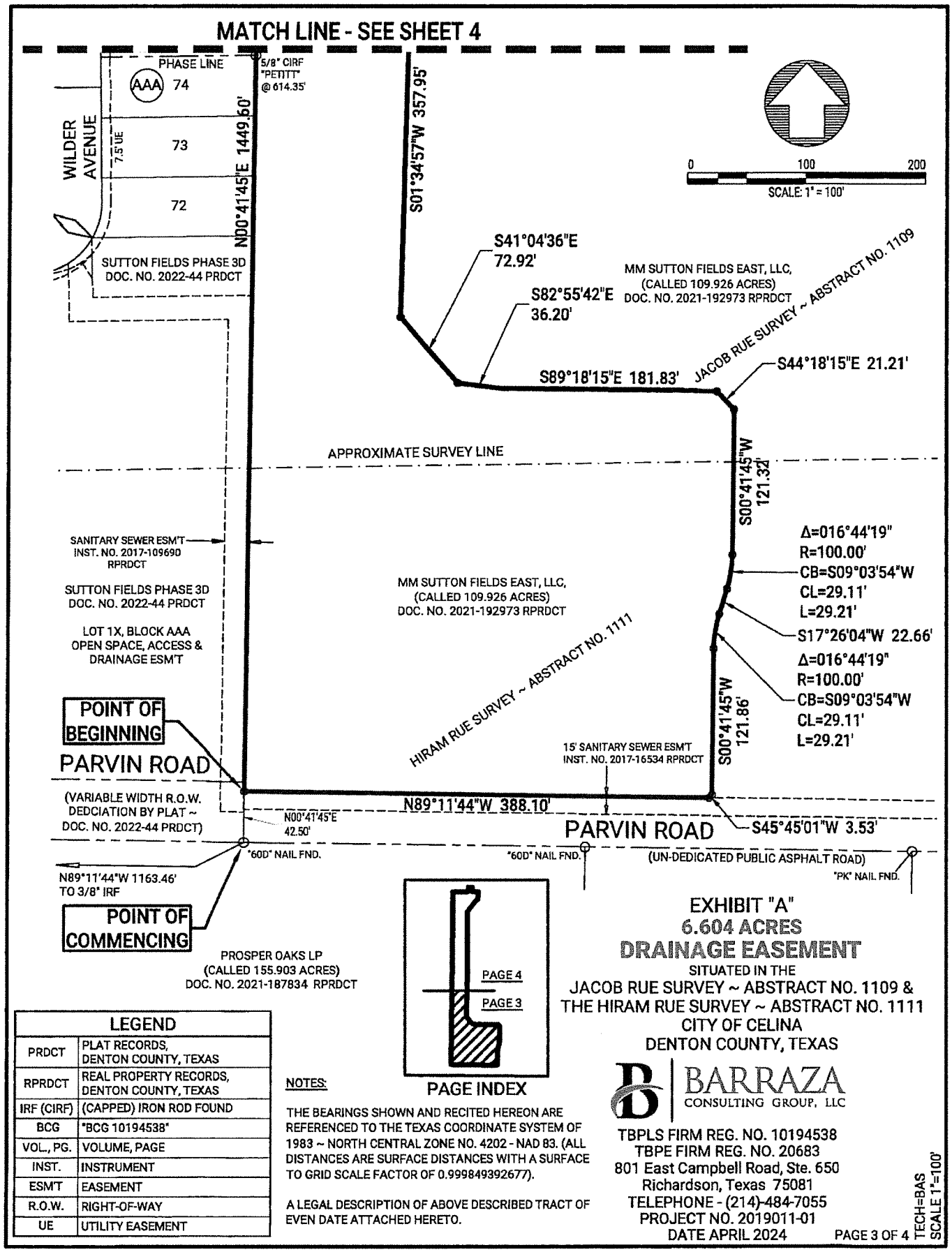
An exhibit of even date accompanies this description.

FOR: BARRAZA CONSULTING GROUP, LLC

April 24, 2024

Jimmie D. Nichols, RPLS No. 5184





LEGEND	
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
RPRDCT	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
IRF (CIRF)	(CAPPED) IRON ROD FOUND
BCG	"BCG 10194538"
VOL., PG.	VOLUME, PAGE
INST.	INSTRUMENT
ESM'T	EASEMENT
R.O.W.	RIGHT-OF-WAY
UE	UTILITY EASEMENT

NOTES:

THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 ~ NORTH CENTRAL ZONE NO. 4202 - NAD 83. (ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849392677).

A LEGAL DESCRIPTION OF ABOVE DESCRIBED TRACT OF EVEN DATE ATTACHED HERETO.

EXHIBIT "A"
6.604 ACRES
DRAINAGE EASEMENT

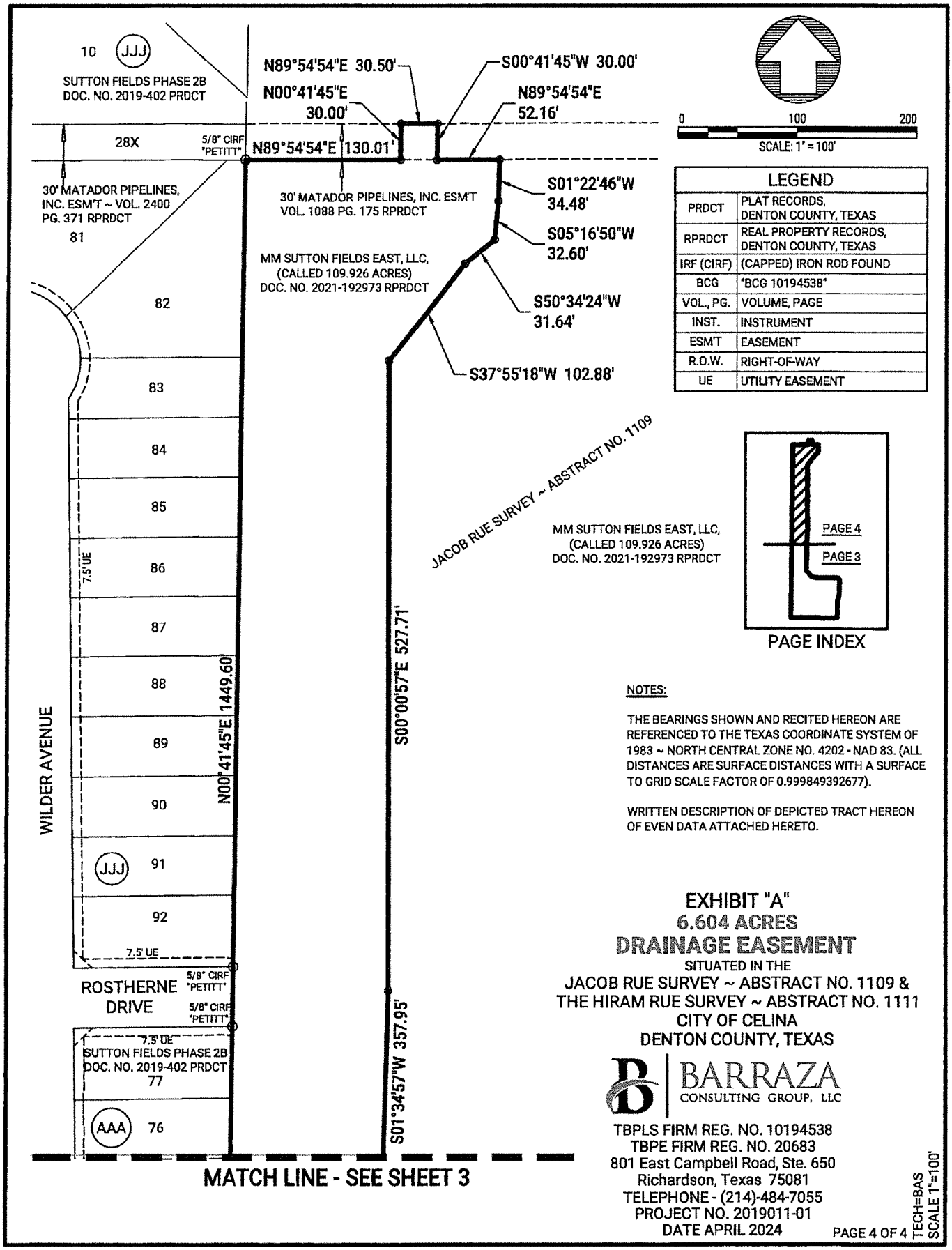
SITUATED IN THE
JACOB RUE SURVEY ~ ABSTRACT NO. 1109 &
THE HIRAM RUE SURVEY ~ ABSTRACT NO. 1111
CITY OF CELINA
DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 East Campbell Road, Ste. 650
Richardson, Texas 75081
TELEPHONE - (214)-484-7055

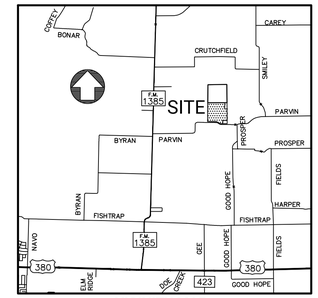
PROJECT NO. 2019011-01
DATE APRIL 2024

TECH=BAS
SCALE 1"=100'

S:\2019\2019011-00 Sutton Fields East - Carey's Tract\09-SURVEY\05-EASEMENTS_011-00-GRD-DRAIN ESMT 6.604AC S&S_011-00-DRAIN ESMT 6.604AC.dwg


10
JJJ
SUTTON FIELDS PHASE 2B
DOC. NO. 2019-402 PRDCT
N89°54'54"E 30.50'
N00°41'45"E
30.00'
S00°41'45"W 30.00'
N89°54'54"E
52.16'
28X
5/8" CIRF
"PETITT"
N89°54'54"E 130.01'
30' MATADOR PIPELINES,
INC. ESM'T ~ VOL. 2400
PG. 371 RPRDCT
30' MATADOR PIPELINES, INC. ESM'T
VOL. 1088 PG. 175 RPRDCT
S01°22'46"W
34.48'
S05°16'50"W
32.60'
S50°34'24"W
31.64'
S37°55'18"W 102.88'
81
82
83
84
85
86
87
88
89
90
91
92
7.5' UE
MM SUTTON FIELDS EAST, LLC,
(CALLED 109.926 ACRES)
DOC. NO. 2021-192973 RPRDCT
JACOB RUE SURVEY ~ ABSTRACT NO. 1109
WILDER AVENUE
N00°41'45"E 1449.60'
S00°00'57"E 527.71'
S01°34'57"W 357.95'
ROSTHERNE
DRIVE
5/8" CIRF
"PETITT"
5/8" CIRF
"PETITT"
7.5' UE
SUTTON FIELDS PHASE 2B
DOC. NO. 2019-402 PRDCT
77
AAA
76
MATCH LINE - SEE SHEET 3
0
100
200
SCALE: 1" = 100'
LEGEND
PRDCT
PLAT RECORDS,
DENTON COUNTY, TEXAS
RPRDCT
REAL PROPERTY RECORDS,
DENTON COUNTY, TEXAS
IRF (CIRF)
(CAPPED) IRON ROD FOUND
BCG
"BCG 10194538"
VOL., PG.
VOLUME, PAGE
INST.
INSTRUMENT
ESM'T
EASEMENT
R.O.W.
RIGHT-OF-WAY
UE
UTILITY EASEMENT
PAGE 4
PAGE 3
PAGE INDEX
NOTES:
THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 ~ NORTH CENTRAL ZONE NO. 4202 - NAD 83. (ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 0.999849392677).
WRITTEN DESCRIPTION OF DEPICTED TRACT HEREON OF EVEN DATA ATTACHED HERETO.
EXHIBIT "A"
6.604 ACRES
DRAINAGE EASEMENT
SITUATED IN THE
JACOB RUE SURVEY ~ ABSTRACT NO. 1109 &
THE HIRAM RUE SURVEY ~ ABSTRACT NO. 1111
CITY OF CELINA
DENTON COUNTY, TEXAS
BARRAZA
CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 East Campbell Road, Ste. 650
Richardson, Texas 75081
TELEPHONE - (214)-484-7055
PROJECT NO. 2019011-01
DATE APRIL 2024
PAGE 4 OF 4
TECH=BAS
SCALE 1"=100'
S:\2019\2019011-00 Sutton Fields East - Careys Tract\09-SURVEY\05-EASEMENTS_011-00-GRD-DRAIN ESMT 6.604AC SK\S_011-00-DRAIN ESMT 6.604AC.dwg

LEGEND	
POB	POINT OF BEGINNING
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
WME	WALL MAINTENANCE EASEMENT
LSE	LANDSCAPING EASEMENT
WLE	WATER LINE EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
BL	BUILDING SETBACK LINE
ROW	RIGHT-OF-WAY
ESM'T	EASEMENT
RP	RADIUS POINT
★	DENOTES DRIVEWAY LOCATION RESTRICTION
HOA	HOME OWNERS ASSOCIATION
CIRF	CAPPED IRON ROD FOUND
IRF	IRON ROD FOUND
RPRDCT	REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS OF DENTON COUNTY, TEXAS
Ⓐ	DESIGNATES BLOCK NUMBER
◇	DENOTES STREET NAME CHANGE
⊕	DENOTES KEY LOT



VICINITY MAP
(NOT TO SCALE)

CURVE TABLE					
CURVE #	DELTA	RADIUS	CH. BEARING	CH. LENGTH	LENGTH
C1	032°55'46'	380.00	N72°43'51"W	215.40'	218.40
C2	013°32'30'	320.00	S63°02'13"E	75.45'	75.63
C3	090°00'00"	50.00	S45°41'45"W	70.71'	78.54
C4	043°22'32"	250.00	S20°59'31"E	184.77'	189.26
C5	046°37'28"	250.00	S65°59'31"E	197.87'	203.44
C6	046°16'04"	250.00	S23°49'47"W	196.44'	201.88
C7	043°43'56"	250.00	S68°49'47"W	186.22'	190.82
C8	090°00'00"	50.00	S44°18'15"E	70.71'	78.54
C9	043°15'27"	250.00	N22°19'28"E	184.30'	188.75
C10	043°15'27"	250.00	S22°19'28"W	184.30'	188.75
C11	023°20'22"	250.00	S77°38'04"E	101.13'	101.84
C12	011°13'45"	250.00	S83°41'23"E	48.92'	49.00
C13	078°46'15"	50.00	S38°41'23"E	63.45'	68.74
C14	090°00'00"	50.00	N45°41'45"E	70.71'	78.54
C15	018°24'57"	250.00	S09°54'14"W	80.01'	80.35
C16	016°44'19"	100.00	S09°03'54"W	29.11'	29.21
C17	016°44'19"	100.00	S09°03'54"W	29.11'	29.21
C18	157°06'48"	60.00	N45°41'43"E	117.61'	164.53
C19	144°37'03"	60.00	S38°03'20"E	114.32'	151.44
C20	018°40'18"	60.00	S10°01'54"W	19.47'	19.55

CURVE TABLE					
CURVE #	DELTA	RADIUS	CH. BEARING	CH. LENGTH	LENGTH
C21	142°39'24"	3.00	N89°18'15"W	5.68'	7.47
C22	018°40'18"	60.00	N08°38'24"W	19.47'	19.55
C23	018°40'19"	60.00	N10°01'54"E	19.47'	19.55
C24	142°39'24"	3.00	S89°18'15"E	5.68'	7.47
C25	018°40'18"	60.00	S08°38'24"E	19.47'	19.55
C26	015°13'49"	61.00	N06°55'10"W	16.17'	16.21
C27	015°13'48"	61.00	N08°18'39"E	16.17'	16.21
C28	149°32'21"	4.00	S89°18'14"E	7.72'	10.43
C29	015°13'49"	61.00	S06°55'09"E	16.17'	16.21
C30	015°13'48"	61.00	S08°18'39"W	16.17'	16.21
C31	149°32'23"	4.00	N89°18'15"W	7.72'	10.43
C32	016°44'17"	100.00	N09°03'54"E	29.11'	29.21
C33	014°53'26"	100.00	N09°59'20"E	25.92'	25.99
C34	014°53'26"	100.00	S08°35'51"E	25.92'	25.99
C35	016°44'19"	100.00	S07°40'24"E	29.11'	29.21
C36	011°22'30"	292.50	N84°04'20"W	57.98'	58.07
C37	011°22'30"	267.50	N84°04'20"W	53.02'	53.11

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S16°02'34"E	31.35'
L2	S00°41'45"W	26.28'
L3	S00°41'45"W	36.28'
L4	N17°26'04"E	31.35'
L5	S17°26'04"W	31.34'
L8	S00°41'45"W	25.65'
L9	S44°15'00"E	21.23'
L10	S00°41'45"W	100.00'
L11	S45°41'45"W	21.21'
L12	S45°45'01"W	21.19'
L13	S89°18'15"E	15.00'
L14	N45°41'45"E	21.21'
L15	N44°18'15"W	21.21'
L16	S44°18'15"E	21.21'
L17	S45°41'45"W	21.21'
L18	N44°18'15"W	21.21'
L19	N45°41'45"E	21.21'
L20	S44°18'15"E	21.21'
L21	N45°41'45"E	21.21'
L22	N00°41'45"E	1.91'
L23	S45°35'47"W	21.18'
L24	S00°48'16"W	41.17'
L30	N44°45'35"W	6.17'
L31	S00°43'07"W	10.67'
L32	S00°41'44"W	16.85'

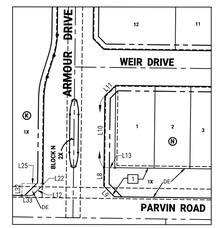
LINE TABLE		
LINE #	BEARING	DISTANCE
L33	S89°11'53"E	14.32'
L34	N45°14'25"E	35.36'
L35	S44°12'18"E	21.18'



"TYPICAL LOT DETAIL"
★ 1' SIDEWALK EASEMENT TYPICAL ALONG ALL RIGHT-OF-WAY DEDICATIONS

PHASE 2

50' x 115' Lots = 169
60' x 115' Lots = 45



DETAIL "C"
SCALE: 1" = 100'

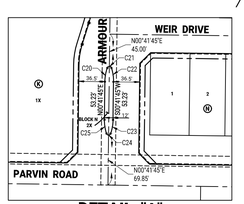
FINAL PLAT
SUTTON FIELDS EAST PHASE 2

56.049 ACRES
10.977 ACRES RIGHT-OF-WAY
214 RESIDENTIAL LOTS
14 HOA/OPEN SPACE LOT
SITUATED IN THE
JACOB RUE SURVEY ~ ABSTRACT NO. 1109 AND
THE HIRAM RUE SURVEY ~ ABSTRACT NO. 1111
CITY OF CELINA
DENTON COUNTY, TEXAS

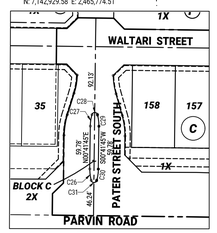
PLAT FILE NO. 25-001842

NOTES:

1. **All lots comply with the minimum size requirements of the zoning district.**
2. **This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.**
3. **All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common area within the City's right-of-way are require to be an HOA "X" lot.**
4. **All common area/HOA lots or floodplain may contain a public trail or sidewalk.**
5. **Notice – selling a portion of this addition by metes and bounds is a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits.**
6. **This plat does not alter or remove existing deed restrictions, if any, on this property.**
7. **Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.**
8. **The subject property is located within Zone "X" (unshaded) on the Flood Insurance Rate Map, Map No. 48121C0270G, revision date April 18, 2011. Zone "X" (unshaded) is defined thereon as "areas determined to be outside the 0.2% annual chance floodplain."**
9. **Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983(NAD '83). All distances are surface distances with a surface to grid scale factor of 0.999849392677.**
10. **All perimeter property corners are 5/8-inch iron rod with caps stamped "BCG 10194538" set, unless noted otherwise.**
11. **The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon, and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon and across said premises.**
12. **Water and sewer to be maintained by Mustang Special Utility District.**
13. **Wall Maintenance Easements for screening walls to be maintained by HOA when adjacent to HOA "X" lot.**
14. **No overhead utilities are permitted on the subject property.**



DETAIL "A"
SCALE: 1" = 100'



DETAIL "B"
SCALE: 1" = 100'

OWNER:
MM SUTTON FIELDS EAST, LLC,
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
PHONE (469)892-7200

RPLS OF RECORD:
JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184
EMAIL: JNichols@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 East Campbell Road, Ste. 650
Richardson, Texas 75081
TELEPHONE: (214)-484-7055

PROJECT NO. 2019011-02
DATE: FEBRUARY 2026

Sheet Scale 1 Inch = 100 Feet

OWNER'S ACKNOWLEDGEMENT & DEDICATION

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, MM SUTTON FIELDS EAST, LLC, is the owner of that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109 and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain called 109.926 acre tract of land described in deed to MM Sutton Fields East, LLC, recorded in Document No. 2021-192973, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 60D nail in asphalt found at the southeast corner of a variable width right-of-way dedication for Parvin Road according to Final Plat of Sutton Fields Phase 3D, an addition to the City of Celina, Texas recorded in Document No. 2022-44, of the Plat Records of Denton County, Texas (PRDCT), and being the southwest corner of said MM Sutton Fields East, LLC tract, from which a 3/8-inch iron rod found at the southwest corner of said Parvin Road dedication bears North 89°11'44" West, a distance of 1163.46 feet;

THENCE North 00°41'45" East, with the west line of the MM Sutton Fields East, LLC tract, and the east line of said Sutton Fields Phase 3D, passing at a distance of 656.85 feet a 5/8-inch iron rod with cap stamped "PETITT RPLS 4087" found at the southeast corner of Sutton Fields Phase 2B, an addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2019-402, PRDCT, continuing in all, a total distance of 1522.10 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" found at the **POINT OF BEGINNING**, said iron rod being the southwest corner of Sutton Fields East Phase 1, an addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2024-269, PRDCT;

THENCE North 89°54'54" East, with the south line of said Sutton Fields East Phase 1, a distance of 1555.21 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" found for corner at the southeast corner of said Sutton Fields East Phase 1, and being located in the west line of Lily Creek at Sutton Fields, an addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2025-143, PRDCT;

THENCE South 00°26'26" East, with the east line of said MM Sutton Fields, LLC tract, and the west line of said Lily Creek at Sutton Fields, a distance of 1700.08 feet to a "mag" nail found for corner (replacing a 3/8-inch iron rod previously found) at the southeast corner of the MM Sutton Fields, LLC tract, and the southwest corner of a variable width right-of-way dedication for Parvin Road according the Lily Creek at Sutton Fields Final Plat;

THENCE with said approximate center of Parvin Road, and southerly line of the MM Sutton Fields East, LLC tract, the following courses:

North 89°16'58" West, a distance of 505.81 feet to a "MAG" nail found for corner at the beginning of a tangent curve to the right;

Northwesterly, and with said curve having a central angle of 33°01'00", a radius of 350.00 feet, a chord which bears North 72°46'28" West, a chord distance of 198.91 feet, and an arc distance of 201.69 feet to the end of said curve, a "mag" nail found for corner;

North 56°15'58" West, passing at a distance of 38.18 feet a "PK" nail found at the northeast corner of that certain tract of land described in deed to Mark Carey and Cathi Carey recorded in Document No. 2007-985, RPRDCT, and described as Save and Except Tract 2 in deed recorded in Document No. 2014-16824, RPRDCT, continuing with the northerly line of said Mark Carey and Cathi Carey tract, in all, a total distance of 180.24 feet to a 1/2-inch iron rod (bent) found for corner;

And North 89°11'44" West, passing at a distance of 181.00 feet a "PK" nail found at the northwest corner of said Mark Carey and Cathi Carey tract, and the northeast corner of that certain tract of land described in deed to Sammy Jean Carey and John C. Carey recorded in Volume 2336, Page 541, RPRDCT, and described as Save and Except Tract 1 in said deed recorded in Document No. 2014-16824, RPRDCT, continuing in all, a total distance of 741.18 feet to the **POINT OF BEGINNING**, containing an area of 57.861 acres of land.

SAVE AND EXCEPT THE FOLLOWING TWO (2) DESCRIBED TRACTS OF LAND:

SAVE AND EXCEPT TRACT 1:

BEING that certain called 0.790 acre tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and being all of that certain tract of land described in Right-of-Way Deed to the City of Celina, Texas for Pater Street and Sundaresan Lane recorded in Instrument No. 2025-35149, RPRDCT, and being part of that certain called 109.926 acre tract of land described in deed to MM Sutton Fields East, LLC recorded in Instrument No. 2021-192973, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

COMMENCING at a 3/8-inch rod found in the approximate center of Parvin Road (undedicated public asphalt road) at the southeast corner of said MM Sutton Fields East, LLC tract, and the southwest corner of that certain called 101.60 acre tract of land described in deed to MM Celina Parvin 101, LLC recorded in Instrument No. 2023-32350, RPRDCT, and also being located on the north line of that certain called 155.903 acre tract of land described in deed to Prosper Oaks LP recorded in Instrument No. 2021-187834, RPRDCT;

THENCE North 00°26'26" West, with the east line of the MM Sutton Fields East, LLC tract, and the west line of said MM Celina Parvin 101, LLC tract, a distance of 1201.44 feet to a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" set for the POINT OF BEGINNING;

THENCE over and across said MM Sutton Fields East, LLC tract, the following courses to 5/8-inch iron rods with plastic cap stamped "BCG 10194538" set for corner:

North 89°18'15" West, a distance of 118.48 feet;

South 45°41'45" West, a distance of 21.21 feet;

North 89°18'15" West, a distance of 50.00 feet;

North 44°18'15" West, a distance of 21.21 feet;

North 00°41'45" East, a distance of 50.00 feet;

North 45°41'45" East, a distance of 21.21 feet;

North 00°41'45" East, a distance of 200.00 feet;

North 44°18'15" West, a distance of 21.21 feet;

North 00°41'45" East, a distance of 50.00 feet;

And North 45°41'45" East, a distance of 21.21 feet;

THENCE North 00°41'45" East, continuing over and across said MM Sutton Fields East, LLC tract, a distance of 151.17 feet to a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" found for corner on the south line of Sutton Fields East Phase 1, an addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2024-269, of the Plat Records of Denton County, Texas, and being the southwest corner of a right-of-way dedication for Pater Street (called 50-foot right-of-way), said dedication according to said Final Plat;

THENCE North 89°54'54" East, with said south line of Sutton Fields East Phase 1, and said Pater Street dedication line, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" found for corner at the southeast corner of the Pater Street dedication, from which a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" found at the southeast corner of Sutton Fields East Phase 1 bears North 89°54'54" East, distance of 123.60 feet;

THENCE over and across said MM Sutton Fields East, LLC tract, the following courses to 5/8-inch iron rods with plastic cap stamped "BCG 10194538" set for corner:

South 00°41'45" West, a distance of 431.85 feet;

South 44°18'15" East, a distance of 21.21 feet;

South 89°18'15" East, a distance of 117.49 feet, said point being located in the common line of said MM Sutton Fields East tract, and MM Celina Parvin 101, LLC tract;

THENCE South 00°26'26" East, a distance of 50.01 feet to the POINT OF BEGINNING, containing an area of 0.790 acres of land.

SAVE AND EXCEPT TRACT 2:

BEING that certain tract of land situated in the Hiram Rue Survey, Abstract No. 1111, and being all of that certain tract of land described in Right-of-Way Deed to the City of Celina, Texas for Pater Street, Waltari Street and Parvin Road recorded in Instrument No. 2025-35148, RPRDCT, and being part of that certain called 109.926 acre tract of land described in deed to MM Sutton Fields East, LLC recorded in Instrument No. 2021-192973, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 3/8-inch rod found in the approximate center of Parvin Road (undedicated public asphalt road) at the southeast corner of said MM Sutton Fields East, LLC tract, and the southwest corner of that certain called 101.60 acre tract of land described in deed to MM Celina Parvin 101, LLC recorded in Instrument No. 2023-32350, RPRDCT, and also being located on the north line of that certain called 155.903 acre tract of land described in deed to Prosper Oaks LP recorded in Instrument No. 2021-187834, RPRDCT;

THENCE North 89°16'58" West, with said approximate center of Parvin Road, the south line of said MM Sutton Fields East, LLC tract, and the north line of said Prosper Oaks LP tract, a distance of 375.69 feet to a 5/8-inch iron rod with plastic cap stamped "BCG 10194538" set for corner, from which a "mag" nail found bears North 89°16'58" West, a distance of 130.13 feet;

THENCE over and across said MM Sutton Fields East, LLC tract, the following courses to 5/8-inch iron rods with plastic cap stamped "BCG 10194538" set for corner:

North 00°43'09" East, a distance of 29.99 feet;

North 45°42'31" East, a distance of 21.21 feet;

North 00°41'45" East, a distance of 66.69 feet to the beginning of a tangent curve to the right;

Northeasterly, with said curve which has a central angle of 16°44'17", a radius of 100.00 feet, a chord which bears North 09°03'54" East, a chord distance of 29.11 feet, and for an arc distance of 29.21 feet;

North 17°26'04" East, a distance of 31.35 feet to the beginning of a tangent curve to the left;

Northeasterly, with said curve which has a central angle of 14°53'26", a radius of 100.00 feet, a chord which bears North 09°59'20" East, a chord distance of 25.92 feet, and for an arc distance of 25.99 feet;

North 44°12'18" West, a distance of 21.18 feet;

North 89°18'15" West, a distance of 14.50 feet;

North 00°41'35" East, a distance of 50.00 feet;

South 89°18'15" East, a distance of 14.50 feet;

North 45°41'45" East, a distance of 21.21 feet;

South 89°18'15" East, a distance of 50.00 feet;

South 44°18'15" East, a distance of 21.21 feet;

And South 89°18'15" East, a distance of 272.99 feet, said iron rod being located in the east line of said MM Sutton Fields East, LLC tract, and the west line of said MM Celina Parvin 101, LLC tract;

THENCE South 00°26'26" East, with said east line of the MM Sutton Fields East, LLC tract, and the west line of said MM Celina Parvin 101, LLC tract, a distance of 50.01 feet to a to 5/8-inch iron rod with plastic cap stamped "BCG 10194538" set for corner;

THENCE over and across said MM Sutton Fields East, LLC tract, the following courses to 5/8-inch iron rods with plastic cap stamped "BCG 10194538" set for corner:

North 89°18'15" West, a distance of 273.98 feet;

South 45°35'47" West, a distance of 21.18 feet to the beginning of a non-tangent curve to the left;

Southeasterly, with said curve which has a central angle of 14°53'26", a radius of 100.00 feet, a chord which bears South 08°35'51" East, a chord distance of 25.92 feet, and for an arc distance of 25.99 feet;

South 16°02'34" East, a distance of 31.35 feet to the beginning of a tangent curve to the right;

Southeasterly, with said curve which has a central angle of 16°44'19", a radius of 100.00 feet, a chord which bears South 07°40'24" East, a chord distance of 29.11 feet, and for an arc distance of 29.21 feet;

South 00°41'45" West, a distance of 66.71 feet;

South 44°17'25" East, a distance of 21.22 feet;

And South 89°16'50" East, a distance of 260.08 feet, said iron rod being located in the east line of said MM Sutton Fields East, LLC tract, and the west line of said MM Celina Parvin 101, LLC tract;

THENCE South 00°26'26" East, with said east line of the MM Sutton Fields East, LLC tract, and the west line of said MM Celina Parvin 101, LLC tract, a distance of 30.00 feet to the **POINT OF BEGINNING**, containing an area of 1.022 acres of land.

LEAVING A NET AREA OF 56.049 ACRES OF LAND

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MM Sutton Fields East, LLC, a Texas Limited Liability Company, acting herein by and through its duly authorized officer, does hereby adopt this Final Plat designating the herein above described property as **Sutton Fields East Phase 2** an addition to the City of Celina, Texas, and does hereby dedicate to the public use forever, the streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parks, and trails, easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities and facilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Celina. At no point shall any overhead utilities be installed on the subject property. The City of Celina and public utility entities shall have the right to access and maintain all respective easements for the purpose of construction, reconstruction, inspecting, patrolling, maintaining, and adding to or removing all parts of its respective system without the necessity at any time of procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas.

Witness, my hand this the ___ day of _____, 2026.

MM Sutton Fields East, LLC,
A Texas Limited Liability Company

BY: CADG Holdings, LLC,
A Texas Limited Liability Company,
Its Sole Managing Member

BY: MMM Ventures, LLC,
A Texas Limited Liability Company,
Its Manager

BY: 2M Ventures, LLC,
A Delaware Limited Liability Company,
Its Manager

BY: _____
Mehrdad Moayedi
Its Manager

State of Texas §

County of Dallas §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Mehrdad Moayedi, manager of 2M Ventures, LLC, as manager of MMM Ventures, LLC, as manager of CADG Holdings, LLC, as sole managing member of CADG Sutton Fields East, LLC, a Texas Limited Liability Company on behalf of said company.

Given under my and seal of office, this __ day of _____, 2026.

_____
Notary Public in and for the State of Texas

_____
My commission expires on:

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, JIMMIE D. NICHOLS, a Registered Professional Land Surveyor, do hereby certify that this plat was prepared and the field notes made a part hereof from an actual and accurate survey of the land and that the corner monuments shown hereon were found or properly placed under my personal supervision in accordance with the City of Celina subdivision regulations.

DATED THIS THE _____ DAY OF _____, 2026.

P R E L I M I N A R Y
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT - RELEASE DATE FEBRUARY 18, 2026.

_____
JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5184

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a notary public in and for The State of Texas, on this day personally appeared JIMMIE D. NICHOLS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2026.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

CERTIFICATE OF PLAT APPROVAL

Approved

_____ _____
City Development Official Date
City of Celina, Texas

Witness by hand this _____day of _____, 2026.

_____
City Secretary
City of Celina, Texas

FINAL PLAT
SUTTON FIELDS EAST PHASE 2

56.049 ACRES
10.977 ACRES RIGHT-OF-WAY
214 RESIDENTIAL LOTS
14 HOA/OPEN SPACE LOT
SITUATED IN THE
JACOB RUE SURVEY ~ ABSTRACT NO. 1109
AND THE HIRAM RUE SURVEY ~ ABSTRACT NO. 1111
CITY OF CELINA
DENTON COUNTY, TEXAS

PLAT FILE NO. 25-001842

OWNER:
MM SUTTON FIELDS EAST, LLC,
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
PHONE (469)892-7200

RPLS OF RECORD:
JIMMIE D. NICHOLS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5184
EMAIL: JNichols@Barraza-Group.com

BARRAZA CONSULTING GROUP, LLC
TBPLS FIRM REG. NO. 10194538
TBPE FIRM REG. NO. 20683
801 East Campbell Road, Ste. 650
Richardson, Texas 75081
TELEPHONE: (214)-484-7055

PROJECT NO. 2019011-02
DATE: FEBRUARY 2026

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Catherine Oduro, Senior Civil Engineer
CC: Kimberly Brawner, Assistant City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to renew the agreement with EC America, Inc., for construction management software through a cooperative contract with the General Services Administration in an amount not to exceed $211,615.70. (Oduro)

Background Information:
Staff requests authorization to renew the existing agreement with EC America for construction management software (Procore) through the following cooperative agreement.

Cooperative Agency: General Services Administration
Cooperative Contract #: 47QTCA23D00B9

On April 13, 2021, Council authorized the purchase of Procore, a project management software. The license renewal is tied to the forecasted year's total user volume in design and construction (project value). The total forecasted project value has increased, which has increased this year's fees. FY25 fees were $157,822.27 (based on one hundred and fifty million project value), and FY26 fees will be $211,615.70 (based on a two-hundred-million project value).

The General Services Administration does not require an executed Interlocal Agreement to utilize their contracts. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

2. Quote

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

Staff Recommendation:
Staff recommends approval.



PROCORE Contract Renewal

April 14, 2026

Catherine Oduro, PE, PMP, CFM
Interim Director of Engineering

Background

- April 13, 2021- Council authorized the purchase of Procore, a project management software.
- Contract is through a cooperative agency: General Services Administration
- The license renewal is tied to the forecasted year's total user volume in design and construction (project value).
- FY25 fees was $157,822.27 (based on one hundred and fifty million project value)
- FY26 fees will be $ 211, 615. 70 (based on a two hundred million project value).



Thank You!

EC America, Inc.
a subsidiary of immixGroup

Sales Quotation

Catherine Oduro
City of Celina
, PH: 4698134095
coduro@celina-tx.gov

Contract No.: 47QTCA23D00B9

CAGE Code: 1QTH6
DUNS No.: 01-757-3259
TAX ID#: 52-2085893
Terms: NET 30
FOB:

Quote Number: QUO-1570725-T8P0R1
Quote Date: 3/20/2026
Expiration Date: 4/18/2026

Order Address:
EC America
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611

EC America Contact: Strane, Logan
+1 770-615-2468 Logan.Strane@immixgroup.com

Manufacturer Quote #: Q-232006
Manufacturer Ref #:

Manufacturer Contact: Wagner, Abby
- abby.wagner@procore.com

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	PRO-1600-10	47QTCA23D00B9	SUB	Invoice Management: provides invoice management tools, including Owner and Subcontractor invoices. Pricing is maximum price for Annual Construction Volume from $150,000,001 - $200,000,000** TRUSTED PRODUCT **	1	$22,049.0800	$22,049.08
		Period of Performance: 4/29/2026 to 4/28/2027.					
2	PRO-1410-10	47QTCA23D00B9	SUB	Project Management Pro: provides Project Overview, Documentation, and Communication Management tools, including Directory, Reports, Documents, Drawings, Photos, RFIs, Specifications, Submittals, and Punchlist. Pricing is minimum price for Annual Construct** TRUSTED PRODUCT **	1	$89,281.2900	$89,281.29
		Period of Performance: 4/29/2026 to 4/28/2027.					
3	PRO-1430-10	47QTCA23D00B9	SUB	Project Financials: provides Financial Management tools, including Direct Costs, Change Events, Commitments, Change Orders, Prime Contract, and Budget. Pricing is maximum price for Annual Construction Volume from $150,000,001 - $200,000,000** TRUSTED PRODUCT **	1	$44,233.5800	$44,233.58
		Period of Performance: 4/29/2026 to 4/28/2027.					
4	PRO-1480-10	47QTCA23D00B9	SUB	Quality & Safety: provides Quality & Safety tools, including Incidents, Inspections, and Observations. Pricing is maximum price for Annual Construction Volume from $150,000,001 - $200,000,000** TRUSTED PRODUCT **	1	$35,664.2100	$35,664.21
		Period of Performance: 4/29/2026 to 4/28/2027.					
5	PRO-5080-07	47QTCA23D00B9	SUB	Analytics 2.0** TRUSTED PRODUCT **	1	$20,387.5400	$20,387.54
		Period of Performance: 4/29/2026 to 4/28/2027.					

SUBSCRIPTION	$211,615.70
Grand Total	$211,615.70

Annual Construction Volume ("ACV") means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during each 12-month period identified on this Order.

Procore 47QTCA23D00B9 Terms and Conditions: https://www.arrow.com/globalecs-media/oiupxo3d/25k_47qtca23d00b9_procore-terms-and-conditions.pdf

Subject to the Terms and Conditions of GSA MAS Contract Number 47QTCA23D00B9

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number and Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

Life Connected.



City Secretary's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ashley Owens, City Secretary
CC: Karla Stovall, Assistant City Manager, Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance No. 2020-117 by amending Section 4 of said Ordinance concerning the membership of the Board of Directors of Tax Reinvestment Zone Number Twelve, City of Celina, Texas, to authorize the City Council to serve as the City's appointees to the Board of Directors. (Owens)

Background Information:
The proposed Ordinance amends the membership of Tax Reinvestment Zone Board No. Twelve and designates the seven (7) members to be filled by City Council. It also establishes that in the event the City Council member is not reelected or decides not to run for re-election, the successor shall serve on the Board. The City Council appoints the Mayor to serve as the chair of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board.

Legal Review:
The Ordinance was written by the City Attorney.

Supporting Documents:
1. Staff Presentation
2. Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.



TIRZ Boards Membership

April 14, 2026

Ashley Owens, City Secretary

Tax Increment Reinvestment Zone Nos. 12, 13, and 14

Appointment of Members

Amend Ordinance	Appoint City Council	Mayor serves as Chair
Align with other TIRZ Boards	Successors shall serve on board	Vice Chair and other officers may be appointed as needed





Questions?

CITY OF CELINA, TEXAS

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2020-117 BY AMENDING SECTION 4 OF SAID ORDINANCE CONCERNING THE MEMBERSHIP OF THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWELVE, CITY OF CELINA, TEXAS, TO AUTHORIZE THE CITY COUNCIL TO SERVE AS THE CITY'S APPOINTEES TO THE BOARD OF DIRECTORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on December 8, 2020, the City Council for the City, (the "City Council") created Reinvestment Zone Number Twelve, City of Celina (the "Zone") by Ordinance No. 2020-117 (the "Creation Ordinance"); and

WHEREAS, Section 311.009 of the Act provides the authority for membership on the Board of Directors of the Zone; and

WHEREAS, the City Council of the City of Celina, Texas, now desires to amend Section 4 of the Creation Ordinance to address the membership of the Board of Directors of the Zone.

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

SECTION 1. FINDINGS.

That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2. AMENDMENT TO ORDINANCE NO. 2020-117.

(a) Amendment to Ordinance. That Section 4 of Ordinance No. 2020-117, approved by the City Council of the City of Celina, Texas, on December 8, 2020, is hereby amended to read as follows:

“SECTION 4. BOARD OF DIRECTORS.

(a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the "Board") consisting of seven (7) members all appointed by City Council.

(b) The City Council hereby appoints the City Council to serve as the Board. The City Council appoints the Mayor to serve as the chairman of the Board. The Board is authorized to elect a vice-chairperson and

other officers as determined by the Board. City Council members shall serve on the Board during their term on City Council. In the event, a City Council member is not reelected or fails to run for re-election, the successor shall serve on the Board.

(c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred to as the "Project and Finance Plan") as required by the Act and shall submit the Project and Finance Plan to the City Council for approval. The City Council hereby delegates to the Board all powers necessary to implement the Project and Finance Plan as approved by the City Council, including the power to employ consultants and enter into agreements that the Board considers necessary or convenient to implement the Project and Finance Plan and to administer, operate, and manage the Zone including, but not limited to, the power to enter into reimbursement agreements and other obligations secured by the Tax Increment Fund established pursuant to Section 6 of the creation Ordinance.

(d) Pursuant to Section 31 l.0IO(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

(e) Directors shall not receive any salary or other compensation for their services as directors."

SECTION 3. MISCELLANEOUS PROVISIONS.

That the following miscellaneous provisions are a part of this Ordinance:

(a) Ordinance Number 2020-117 shall continue in full force and effect except as amended herein.

(b) It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

(c) This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this ___ day of _____ 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Life Connected.



City Secretary's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ashley Owens, City Secretary
CC: Karla Stovall, Assistant City Manager, Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance No. 2021-74 by amending Section 4 of said Ordinance concerning the membership of the Board of Directors of Tax Reinvestment Zone Number Thirteen, City of Celina, Texas, to authorize the City Council to serve as the City's appointees to the Board of Directors. (Owens)

Background Information:
The proposed Ordinance amends the membership of Tax Reinvestment Zone Board No. Thirteen and designates the seven (7) members to be filled by City Council. It also establishes that in the event the City Council member is not reelected or decides not to run for re-election, the successor shall serve on the Board. The City Council appoints the Mayor to serve as the chair of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board.

Legal Review:
The Ordinance was written by the City Attorney.

Supporting Documents:
1. Staff Presentation
2. Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.



TIRZ Boards Membership

April 14, 2026

Ashley Owens, City Secretary

Tax Increment Reinvestment Zone Nos. 12, 13, and 14

Appointment of Members

Amend Ordinance	Appoint City Council	Mayor serves as Chair
Align with other TIRZ Boards	Successors shall serve on board	Vice Chair and other officers may be appointed as needed





Questions?

CITY OF CELINA, TEXAS

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2021-74 BY AMENDING SECTION 4 OF SAID ORDINANCE CONCERNING THE MEMBERSHIP OF THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF CELINA, TEXAS, TO AUTHORIZE THE CITY COUNCIL TO SERVE AS THE CITY'S APPOINTEES TO THE BOARD OF DIRECTORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on September 24, 2021, the City Council for the City, (the "City Council") created Reinvestment Zone Number Thirteen, City of Celina (the "Zone") by Ordinance No. 2021-74 (the "Creation Ordinance"); and

WHEREAS, Section 311.009 of the Act provides the authority for membership on the Board of Directors of the Zone; and

WHEREAS, the City Council of the City of Celina, Texas, now desires to amend Section 4 of the Creation Ordinance to address the membership of the Board of Directors of the Zone.

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

SECTION 1. FINDINGS.

That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2. AMENDMENT TO ORDINANCE NO. 2021-74.

(a) Amendment to Ordinance. That Section 4 of Ordinance No. 2021-74, approved by the City Council of the City of Celina, Texas, on September 14, 2021, is hereby amended to read as follows:

“SECTION 4. BOARD OF DIRECTORS.

(a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the "Board") consisting of seven (7) members all appointed by City Council.

(b) The City Council hereby appoints the City Council to serve as the Board. The City Council appoints the Mayor to serve as the chairman of the Board. The Board is authorized to elect a vice-chairperson and

other officers as determined by the Board. City Council members shall serve on the Board during their term on City Council. In the event, a City Council member is not reelected or fails to run for re-election, the successor shall serve on the Board.

(c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred to as the "Project and Finance Plan") as required by the Act and shall submit the Project and Finance Plan to the City Council for approval. The City Council hereby delegates to the Board all powers necessary to implement the Project and Finance Plan as approved by the City Council, including the power to employ consultants and enter into agreements that the Board considers necessary or convenient to implement the Project and Finance Plan and to administer, operate, and manage the Zone including, but not limited to, the power to enter into reimbursement agreements and other obligations secured by the Tax Increment Fund established pursuant to Section 6 of the creation Ordinance.

(d) Pursuant to Section 31 l.0IO(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

(e) Directors shall not receive any salary or other compensation for their services as directors."

SECTION 3. MISCELLANEOUS PROVISIONS.

That the following miscellaneous provisions are a part of this Ordinance:

(a) Ordinance Number 2021-74 shall continue in full force and effect except as amended herein.

(b) It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

(c) This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this ___ day of _____ 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Life Connected.



City Secretary's Office
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Ashley Owens, City Secretary
CC: Karla Stovall, Assistant City Manager, Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Consider and act upon an Ordinance of the City of Celina, Texas, amending Ordinance No. 2021-112 by amending Section 4 of said Ordinance concerning the membership of the Board of Directors of Tax Reinvestment Zone Number Fourteen, City of Celina, Texas, to authorize the City Council to serve as the City's appointees to the Board of Directors. (Owens)

Background Information:
The proposed Ordinance amends the membership of Tax Reinvestment Zone Board No. Fourteen and designates the seven (7) members to be filled by City Council. It also establishes that in the event the City Council member is not reelected or decides not to run for re-election, the successor shall serve on the Board. The City Council appoints the Mayor to serve as the chair of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board.

Legal Review:
The Ordinance was written by the City Attorney.

Supporting Documents:
1. Staff Presentation
2. Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.



TIRZ Boards Membership

April 14, 2026

Ashley Owens, City Secretary

Tax Increment Reinvestment Zone Nos. 12, 13, and 14

Appointment of Members

Amend Ordinance	Appoint City Council	Mayor serves as Chair
Align with other TIRZ Boards	Successors shall serve on board	Vice Chair and other officers may be appointed as needed





Questions?

CITY OF CELINA, TEXAS

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2021-112 BY AMENDING SECTION 4 OF SAID ORDINANCE CONCERNING THE MEMBERSHIP OF THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER FOURTEEN, CITY OF CELINA, TEXAS, TO AUTHORIZE THE CITY COUNCIL TO SERVE AS THE CITY'S APPOINTEES TO THE BOARD OF DIRECTORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on December 14, 2021, the City Council for the City, (the "City Council") created Reinvestment Zone Number Fourteen, City of Celina (the "Zone") by Ordinance No. 2021-112 (the "Creation Ordinance"); and

WHEREAS, Section 311.009 of the Act provides the authority for membership on the Board of Directors of the Zone; and

WHEREAS, the City Council of the City of Celina, Texas, now desires to amend Section 4 of the Creation Ordinance to address the membership of the Board of Directors of the Zone.

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

SECTION 1. FINDINGS.

That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2. AMENDMENT TO ORDINANCE NO. 2021-112.

(a) Amendment to Ordinance. That Section 4 of Ordinance No. 2021-112, approved by the City Council of the City of Celina, Texas, on December 14, 2021, is hereby amended to read as follows:

“SECTION 4. BOARD OF DIRECTORS.

(a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the "Board") consisting of seven (7) members all appointed by City Council.

(b) The City Council hereby appoints the City Council to serve as the Board. The City Council appoints the Mayor to serve as the chairman of the Board. The Board is authorized to elect a vice-chairperson and

other officers as determined by the Board. City Council members shall serve on the Board during their term on City Council. In the event, a City Council member is not reelected or fails to run for re-election, the successor shall serve on the Board.

(c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred to as the "Project and Finance Plan") as required by the Act and shall submit the Project and Finance Plan to the City Council for approval. The City Council hereby delegates to the Board all powers necessary to implement the Project and Finance Plan as approved by the City Council, including the power to employ consultants and enter into agreements that the Board considers necessary or convenient to implement the Project and Finance Plan and to administer, operate, and manage the Zone including, but not limited to, the power to enter into reimbursement agreements and other obligations secured by the Tax Increment Fund established pursuant to Section 6 of the creation Ordinance.

(d) Pursuant to Section 31 l.0IO(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

(e) Directors shall not receive any salary or other compensation for their services as directors."

SECTION 3. MISCELLANEOUS PROVISIONS.

That the following miscellaneous provisions are a part of this Ordinance:

(a) Ordinance Number 2021-112 shall continue in full force and effect except as amended herein.

(b) It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

(c) This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this ___ day of _____ 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Economic Development
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Anthony Satarino, Executive Director of Economic Development
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to approve an Assignment of Obligation to a Development, Incentives, and Facilities Agreement between the City of Celina, the Celina Economic Development Corporation and Trinity Celina, LLC. (Satarino)

Background Information:
On September 29, 2022, the City of Celina, the Celina Economic Development Corporation (CEDC), and Trinity Celina, LLC (the "Developer") entered into a Development, Incentive and Facilities Agreement, as amended on October 8, 2024, to support public infrastructure improvements associated with the Costco development generally located at the southwest corner of Preston Road and Ownsby Parkway. Under this agreement, the CEDC committed to reimburse the Developer up to $2,500,000 for eligible infrastructure costs in two payments, with the first $1,250,000 payment issued in November 2025. Pursuant to Section 7.2(b) of the agreement, the CEDC is authorized to assign its obligations to another governmental entity, and the proposed Assignment of Obligation transfers responsibility for the second and final $1,250,000 payment to the City of Celina, ensuring continued fulfillment of the agreement while aligning responsibilities between the City and CEDC. In accordance with the agreement, a notice was sent to the Developer 15 days prior to consideration of approval. Following City Council action, the fully executed agreement will be sent to the Developer.

Legal Review:
The City Attorney has reviewed the assignment.

Supporting Documents:
1. Agreement

Financial Consideration:

The City will be responsbilie for the second and final Trinity Celina payment of $1.25M in November of 2026.

Staff Recommendation:
The EDC Board voted to approve the assignment by a vote of 6-0.

ASSIGNMENT OF OBLIGATION
TO
DEVELOPMENT, INCENTIVE AND FACILITIES AGREEMENT

This **ASSIGNMENT OF OBLIGATION TO DEVELOPMENT, INCENTIVE AND FACILITIES AGREEMENT** (hereinafter referred to as the "Assignment") is made and entered into by and between the **CITY OF CELINA, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"); and the **CELINA ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "CEDC"):

RECITALS:

WHEREAS, on or about September 29, 2022, the City, CEDC and Trinity Celina, LLC, a Georgia limited liability company (the "Developer") entered into the original Development, Incentive and Facilities Agreement (hereinafter referred to as the "Original Agreement") authorized by Chapters 380, 501, and 504 of the Texas Local Government Code; and

WHEREAS, on or about October 8, 2024, the City, CEDC and Developer entered into a First Amendment to Development, Incentive and Facilities Agreement (hereinafter referred to as the "First Amendment") authorized by Chapters 380, 501, and 504 of the Texas Local Government Code; and

WHEREAS, Section 7.2(b) of the Original Agreement provides in pertinent part the following:

> The CEDC has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the CEDC under this Agreement, to any agency, authority, or political subdivision of the state (a "CEDC Assignee"). CEDC Assignee expressly agrees to a waiver of immunity as described in Section 9.13 of this Agreement by acceptance of Assignment by the CEDC. Notice of each proposed assignment to a CEDC Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the CEDC Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the CEDC and the CEDC Assignee and shall obligate the CEDC Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a CEDC Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the CEDC Assignee for the performance of all obligations assigned to the CEDC Assignee and agrees that the CEDC shall be released from subsequently performing the

assigned obligations and from any liability that results from the CEDC Assignee' s failure to perform the assigned obligations . . .; and

WHEREAS, under Section 2.2 of the Original Agreement, the CEDC is obligated to make two separate payments totalling up to $2,500,000 to reimburse Trinity Celina, LLC for verified actual costs of the design and construction of public infrastructure; and

WHEREAS, the CEDC desires to assign to the City and the City does hereby accept through this Assignment the requirement contained in Section 2.2 of the Original Agreement to make the second and final payment of **One Million Two Hundred Fifty Thousand and No/100 Dollars ($1,250,000.00)** to the Developer consistent with the terms of the Original Agreement.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and CEDC agree as follows:

SECTION 1. The foregoing recitals are hereby incorporated into the body of this Assignment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. Pursuant to the authority contained in Section 7.2(b) of the Original Agreement, the CEDC hereby transfers, assigns, sets over and conveys to the City, the obligation contained in Section 2.2(a) of the Original Agreement to make the second payment of **One Million Two Hundred Fifty Thousand and No/100 Dollars ($1,250,000.00)** (the "Second Payment") to the Developer consistent with the terms of the Original Agreement. Further, the City hereby accepts the obligation contained in Section 2.2(a) of the Original Agreement to make the Second Payment to the Developer consistent with the terms of the Original Agreement.

SECTION 3. Consistent with Section 7.2(b) of the Original Agreement, the City hereby agrees to be bound by the Original Agreement to the extent the Original Agreement applies or relates to the obligations, rights, title, or interests being assigned in Section 2 of this Assignment.

SECTION 4. Consistent with Section 7.2(b) of the Original Agreement, notice of this proposed Assignment was provided to Developer and each party of the Original Agreement, at least fifteen (15) days prior to the effective date of this Assignment, and included a copy of the this proposed Assignment. Further, the name, address, telephone number, and e-mail address of the contact person for the City is as follows:

City Contact Person: Name: Robert Ranc, City Manager
Address: 142 N. Ohio St, Celina, TX 75009

Telephone Number: 972-382-2682
E-mail Address: rranc@celina-tx.gov

SECTION 5. Consistent with Section 7.2(b) of the Original Agreement, a copy of the fully executed Assignment shall be provided to each party of the Original Agreement within fifteen (15) days following the execution of this Assignment.

SECTION 6. This Assignment shall be binding upon and inure to the benefit of City and CEDC, their successors and assigns.

SECTION 7. This is the entire agreement of the parties and cannot be changed or modified without the written approval of the parties hereto.

SECTION 8. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. To facilitate execution of this Assignment, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

SECTION 9. The Effective Date of this Assignment is the date of the latter to execute this Assignment by and between the City and CEDC (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY OF CELINA, TEXAS,
A Texas home-rule municipality

_____
Ryan Tubbs, Mayor
Date Signed: _____

ATTEST:

_____
Ashley Owens, City Secretary

CEDC:

CELINA ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Clint Bissett, President

Date Signed: _____

Life Connected.

Parks
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Steve Walsh, Director of Parks and Recreation
CC: Karla Stovall, Assistant City Manager, Kimberly Brawner, Assistant City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to authorize the purchase of bleachers for Old Bobcat Stadium within Ousley Park from Southern Bleachers Company through a cooperative contract in the amount not to exceed $254,500.00. (Walsh)

Background Information:
During the July 2025 City Council Work Session, Council provided direction to staff regarding the replacement of bleachers at Old Bobcat Stadium within Ousley Park. Council directed staff to install new bleachers along the southern side of the historic field, extending from the 30-yard line to the opposite 30-yard line, for a total of 40 yards of seating. The new bleachers will match the height of the previous structures and will meet all applicable requirements of the Americans with Disabilities Act (ADA).

This request authorizes the purchase and installation of the bleachers with Southern Bleachers. Site preparation and foundation work, including the installation of required accessible sidewalks leading to the seating area, will be completed under a separate contract.

Procurement of the bleachers will be completed through the BuyBoard cooperative purchasing program, contract # 781-25.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Quote
3. Vendor Confirmation Sheet
4. Form 1295

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

Staff Recommendation:
Staff recommends approval as presented.



Bleachers at Old Bobcat Stadium

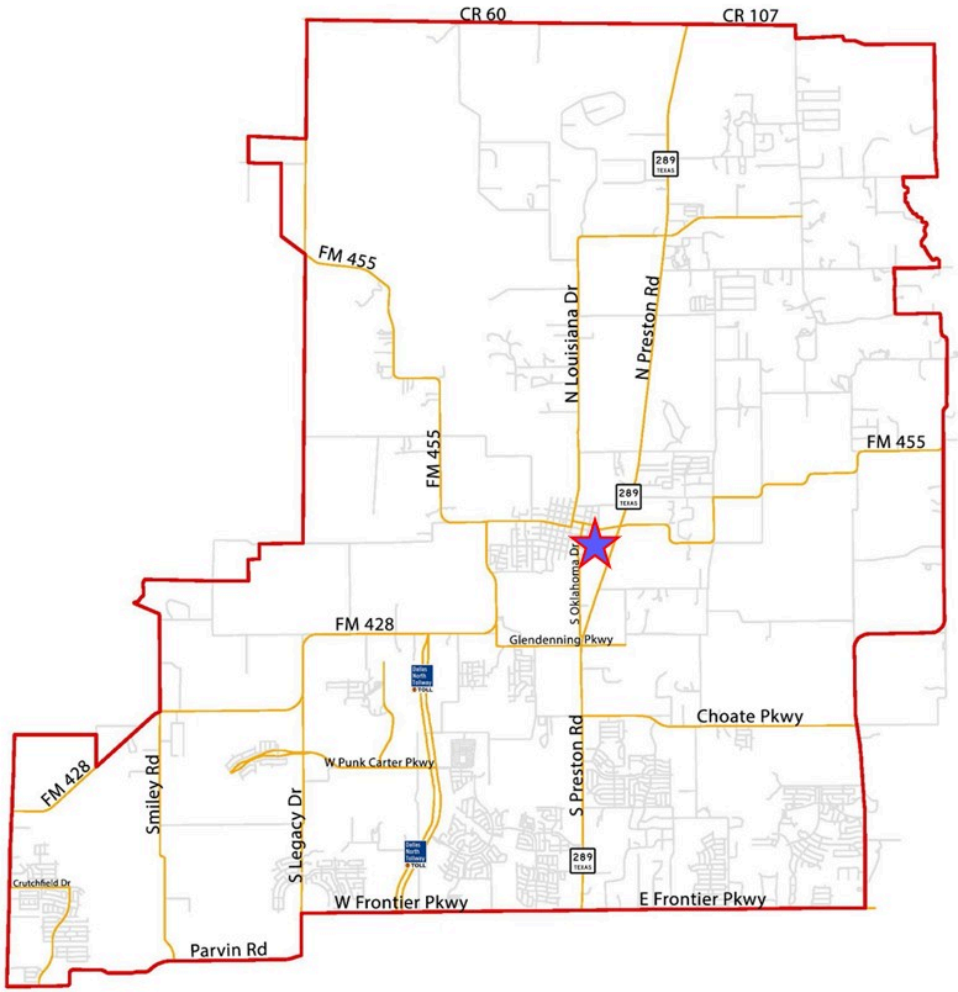
Ousley Park

April 14, 2026

Steve Walsh

Director of Parks & Recreation

Location Map



Background

- City Council provided staff direction during July 2025 Worksession
- Replace bleachers at Old Bobcat Stadium from 30-yard line to 30-yard line.
- Bleachers will be same height and will include ADA requirements.
- Amount not to exceed $254,500, purchased via BuyBoard Cooperative - Contract #781-25.





Questions?

Andy Smith | Regional Manager
smith@southernbleacher.com
www.southernbleacher.com
P - 800.433.0912
P.O. Box One | 801 5Th St.
Graham, Texas 76450
F - 940.549.1365

Date: March 25, 2026
To: Barbara Hoskins – City of Celina
Re: Celina Bobcat Stadium – Celina, TX

Southern Bleacher is pleased to provide the following proposal for your consideration. We are providing pricing on the following:

1. 120' x 14 Row Leg Truss Bleacher – slab supported
2. 8" Rise x 24" Tread – fully closed decking
3. Front walkway 30" elevated x 74" wide
4. Mill finished Interlock aluminum decking on all walking surfaces
5. Anodized aluminum 2x10 seats with riser mounted mill aluminum seat brackets
6. Anodized aluminum risers under seats
7. Galvanized chain link fencing guardrail system
8. Shop drawings with slab reaction loading / design with structural engineer seal
9. Onsite installation of supplied materials
10. Two stairs and One ADA ramp
11. ADA pockets along back of front walkway
12. Performance and Payment bonds
13. No repairs, lifting, attaching, structural support of original pressbox is included.
14. Installation of bleacher anchorage (epoxy anchors) into slab by others. Includes 1" of grout under base plates.

Base Bid: Bleacher and support structure for existing pressbox: **$248,000.00**

Alternate 1: 4' Chain link fence inline with rear bleacher columns to prevent people from going under the bleacher seating. Fence also along both end columns front to back. No Gates are included at this time **: $6,500.00 Add to base bid**

Exclusions:

a. Any taxes, bonds, permits (of any type or submissions), fees, testing, licenses, etc.
b. Any demolition of or removal of any existing construction
c. Any concrete flatwork, foundations or site paving (materials or labor)
d. Any enclosures or fencing beneath or around grandstand or exits
e. Any remedial grading or landscaping whatsoever
f. Any power washing or removal of trash of debris from other trades, or composite cleaning
g. Any allowances or work not specifically described above

BuyBoard Procurement:

Issue and send your purchase order (PO) to Southern Bleacher - Contract# 781-25, indicate on the PO "Per BuyBoard Contract". Then e-mail / send the same PO to BuyBoard at info@buyboard.com. It is the responsibility of the purchaser to send the PO to BuyBoard, not Southern Bleacher. Pricing in this proposal includes all applicable BuyBoard discounts.

The anticipated production time is 180 calendar days of receipt of approved submittal drawings. Submittal drawings will be transmitted within five weeks of executed contract. This proposal is valid for 30 days.

Vendor Contract Information Summary

Vendor	Southern Bleacher Company, Inc.
Contact	Tonya Hood
Phone	800-433-0912
Email	tonya@southernbleacher.com
Vendor Website	www.southernbleacher.com
TIN	75-2050107
Address Line 1	801 5th St.
Vendor City	Graham
Vendor Zip	76450
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Other
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Parks and Recreation Equipment, Products, and Installation
Contract No.	781-25
Effective	10/01/2025
Expiration	09/30/2028
Accepts RFQs	Yes

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1444155

Date Filed:
04/07/2026

Date Acknowledged:
04/08/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Southern Bleacher Company, Inc.
Graham, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Celina ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
781-25
Bleachers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pettus, Garrett	Graham, TX United States	X	
Pettus, Wyatt	Graham, TX United States	X	
Southern Bleacher Holdings, Inc.	Graham, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

The Celina Purchasing Department has Received and Acknowledged this Form 1295 as required by Texas Government Code, Section 2252.908. Forms are acknowledged through the Ethics Commission website, and the final acknowledged form does not include a signature. The original document is on file in the bid folder and includes the required signature.

_____
Signature of authorized agent of contracting business entity
(Declarant)

Life Connected.



Fire
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Shawn White, Fire Chief
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to authorize the purchase of a fuel tank with two (2) pumps from JF Petroleum Group through a cooperative contract with BuyBoard #772-25 for an amount not to exceed $170,000.00. (White)

Background Information:
Installation of a split fuel tank and pump system (diesel and unleaded) is requested to support fueling of all public safety apparatus and administrative vehicles. Locating the fuel station on the public safety campus at Fire Station No. 4 creates a centralized, secure, and operationally efficient fueling hub for both the Celina Fire Department and the Celina Police Department. This campus already supports daily emergency response, training, and administrative operations, making it the most logical and accessible location for shared fueling infrastructure. From an operational standpoint, fueling on-site reduces out-of-service time for emergency vehicles by eliminating travel to off-site vendors. Apparatus can refuel immediately after training exercises or emergency responses and return to service faster, improving overall readiness. Centralized fueling also allows for better scheduling, accountability, and fuel inventory control. Financially, a campus-based fuel station reduces long-term costs by limiting reliance on retail fuel purchases and credit card transactions, stabilizing fuel pricing, and minimizing administrative overhead. The split gas/diesel tank further increases cost efficiency by serving multiple vehicle types from a single installation while supporting future growth of both departments. From a resiliency and risk-management perspective, the public safety campus provides a controlled, secure location with existing infrastructure, monitoring, and staffing. The fuel station strengthens continuity of operations during emergencies, fuel supply disruptions, or failures at other fueling locations. It also provides a built-in redundancy for police operations without duplicating infrastructure elsewhere in the City.

Overall, placing the fuel station on the public safety campus maximizes operational efficiency,

improves emergency response readiness, enhances interdepartmental support, and represents a fiscally responsible investment in the City's long-term public safety infrastructure.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Master Agreement
3. Proposal
4. BuyBoard Summary

Financial Consideration:
Funding is available in the current project. Expenditures will not exceed the appropriated funds, and funds will be committed upon issuance of a purchase order.

Staff Recommendation:
Staff recommends authorizing the use of the contract as presented.



Purchase Fuel Tank and Pumps


TECALEMIT


FUELMASTER



Priority Objectives

1. Installation of a split fuel tank and pump system (diesel and unleaded) is requested to support fuel of all public safety apparatus and administrative vehicles.

2. Location of fueling station on the Public Safety campus creates a centralized and secure fueling hub.

3. Operationally, fueling on-site reduces out-of-service time for emergency vehicles improving overall readiness.

4. Financially, a campus based fueling station reduces long-term costs by limiting reliance on retail fuel purchases, stabilizing fuel pricing and provides a built-in redundancy for police operations without duplicating infrastructure elsewhere in the city.

5. Overall, placing the fuel station on the public safety campus maximizes operational efficiency, improves emergency response readiness, enhances interdepartmental support, and represents a fiscally responsible investment in the City’s long-term public safety infrastructure.

2026 - 2028 Strategic Plan

By adhering to the Strategic Plan, the City will focus fiscal decisions on actionable items that will impact the City.

1. Be the Life Connected. City
2. Be the Unique City
3. Be the City of the Future connected to its Past
4. Be the City Built on Public Safety
5. Be the City of Sustainable Economic Growth
6. Be the City of Innovative Infrastructure
7. Be the City of Small Business
8. Be the City that Shares Our Story
9. Be the City of Servant Leaders





Questions?

JF PETROLEUM GROUP

Innovation that works.

JF Petroleum Group dba McCon Building and Petroleum
TCEQ License CRP0000263

March 26, 2026

City of Celina
142 N. Ohio Street
Celina, TX 75009

Project Location:
Fire Station #4
1205 Punk Carter Pkwy.
Celina, TX 75009

JFPG Sourcewell ID#: 081524-JFA
BuyBoard ID#: 772-25

Chief Little:

We are pleased to submit this proposal as our interpretation of your requirements, SUBJECT TO STANDARD TERMS AND CONDITIONS.

We propose to furnish the Labor, Material, Tools and Equipment necessary to complete the installation of the Aboveground Storage Tank (AST) as required by the Texas Commission on Environmental Quality (TCEQ) as specified below.

Assist/perform on the Owner's behalf the mandatory thirty (30) day construction notification to the Texas Commission on Environmental Quality (TCEQ).

Installation Permit, if required, will be furnished by the City of Celina.

EQUIPMENT:

(2) – Fill-Rite Pumps with Pulser(s), Hanging Hardware for Gasoline/Diesel
(1) – 4,000-gallon Fireguard UL2085 AST Split 2K/2K (D102”xL146”)
(2) – Hose Reel(s)
(1) – Emergency Stop
(1) – Tank Monitor System
(1) – FuelMaster FMLive Fleet Management System

SCOPE of WORK:

JF Petroleum Group will provide material and labor:
- to install 1 – Dual Product AST fuel system and all tank trim.
- to install 2 – Fill-Rite Pumps with pulsers, hanging hardware, and pump stands.
- to install black pipe to the tank and pumps.
- to install filters, ball valve, dry disconnect, couplings, etc.
- to furnish pipe stands, supports, concrete anchors, cutting oil and threader.
- to furnish crane, forklift, etc.
- to connect all components and turn over to City of Celina

PRICING:	**EQUIPMENT:**	**$ 102,916.00**
	PERFOMANCE BOND:	**Included**
	MAINTENANCE BOND:	**Included**
	PERMIT:	**Waived**
	INSTALLATION:	**$ 65,280.00**
	SUBTOTAL:	**$ 168,196.00**
	FREIGHT:	**$ 1,800.00**
	TAXES:	**$ EXEMPT**
	TOTAL:	**$ 169,996.00 (1.2.3.4.)**

1. There may be other issues that arise which may need to be addressed to comply with the National Electrical Code that are not included in this proposal. If such conditions are *found, JF Petro will provide a proposal for approval.*

2. Pricing subject to manufacture's price changes and subject to site specific plans and specifications. No drawings were provided at the time of this estimate.

3. Excludes ALL electrical service and ONLY includes terminating supplied electrical and communication cabling by the GC.

4. Excludes any concrete work that may be required. A site survey would be required to determine the appropriate scope of work required.

PAYMENT TERMS:
Progressive billings shall be made by JF Petroleum Group and/or affiliated companies not to exceed labor, material, and services to date. Delivery to our warehouse for the purpose of convenience or coordination shall be considered "delivery" for billing purposes.

Down-payment: 35%	$ 36,020.00
Payment for Equipment and Material:	$ 66,896.00
Progress Draw at 75% of Completion:	$ 50,080.00
Balance Due 30 Days from Completion	$ 17,000.00
Total:	**$169,996.00**

Payment terms are DUE 30 DAYS UPON DELIVERY OF INVOICE unless otherwise specified in the contract bid. Finance charges will be applicable. Financing charges of 1.5% per month on past due accounts and also a reasonable attorney fee in the event of default by either party will be charged.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer, when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work, and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of the terms of Seller's proposal outlined above and these General Terms and Conditions, regardless of the terms of any subsequently issued document. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK: Seller shall include said company or its particular division, subsidiary or affiliate performing the Work as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional work ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the Work on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said Work. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the work ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of Seller's work. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. PRICES; TERMS OF SALE; CREDIT:

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and net 30 days on completion of services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required on all installation agreements. Invoices are due and payable in Flower Mound, Denton County, Texas to JF Petroleum Group, Inc., P.O. Box 676045, Dallas, Texas 75267-6045. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contact and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired. On the occurrence of any such event of default, and at any time thereafter, seller may declare all obligations secured hereby to become immediately due and payable and may proceed to enforce payment of same and exercise any and all the rights remedies, either at law or equity, to which it may be entitled. Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller which is reasonably convenient to both parties. Unless the collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Seller will give Purchaser reasonable notice of the time and place of any public sale of the collateral or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, by certified mail, return receipt requested to Purchaser's address as shown above. Expenses of retaking, holding, preparing for sale, or the like, shall include reasonable attorney's fees and related legal expenses incurred by Seller. All terms used herein which are defined in the Uniform Commercial Code of Texas (Texas Business and Commercial Code) shall have the same meaning herein as in said Code.

e. **Bill & Hold Arrangement - Bill & Hold** is a service offering JF Petroleum Group will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF Petroleum Group will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will be invoiced to the customer on the previously agreed upon date as stated in the original quote/sales order and title/ownership of the products will transfer to the customer at invoicing. Payment terms will not be altered or extended in connection with a **Bill & Hold** arrangement. Once products are invoiced and placed into **Bill & Hold**, they will be segregated and marked as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF Petroleum Group will have no entitlement to the products in **Bill & Hold**.

f. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. SCHEDULING OF WORK: The services set forth in Seller's proposal above and Purchaser's acceptance will be accomplished in a timely, workmanlike and professional manner by Seller's personnel. If Seller is required to delay commencement of the Work or if, upon embarking upon its Work, Seller is required to stop or interrupt the progress of its Work as a result of changes in the scope of the Work requested by Purchaser, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Seller, additional charges shall be applicable and payable by Purchaser.

6. ACCESS TO SITE: Purchaser will arrange and provide such access to the Site as is necessary for Seller to perform the Work. Seller shall take reasonable measures and precautions to minimize damage to the Site and any improvements located thereon as the result of its Work or the use of its equipment; however, Seller has not included in its fee the cost of restoration of damage which may occur. If Purchaser desires or requires Purchaser to restore the Site to its former condition, upon written request, Seller will perform such additional work as is necessary to do so and Purchaser agrees to pay to Seller for the cost.

7. PURCHASER'S DUTY TO NOTIFY SELLER: Purchaser represents and warrants that it has advised Seller of any known or suspected hazardous materials, utility lines and pollutants at any site at which Seller is to do work hereunder, and unless Seller has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Purchaser agrees to defend, indemnify and hold Seller harmless from all claims, suits, citations, fines, losses, costs and expenses, including reasonable attorney's fees, as a result of personal injury, death or property damage occurring with respect to Seller's performance of its Work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Seller by Purchaser.

8. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, cleanup costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. Seller extends to Purchaser a limited warranty for Seller's work performed under this Agreement that such work will be rendered in accordance with good commercial practice for a limited period of ninety (90) days from the date of Seller's completion of such work, unless otherwise required by applicable law or unless amended by an instrument in writing signed by the parties; HOWEVER, IF DURING THIS PERIOD, THERE IS A MALFUNCTION DUE TO SELLER'S IMPROPER OR SUBSTANDARD PERFORMANCE, SELLER'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF SUCH EQUIPMENT (PROVIDED THAT SELLER IS GIVEN THE OPTION OF PERFORMING SUCH REPAIR OR REPLACEMENT WORK). THIS LIMITED WARRANTY IS NULL AND VOID IN THE EVENT THAT THE PURCHASER OR A THIRD PARTY PERFORMS SUBSEQUENT WORK ON THE EQUIPMENT INSTALLED OR REPAIRED BY SELLER. UNDER NO CIRCUMSTANCES IS SELLER LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWN TIME, LOSS OF MATERIAL OR PRODUCT, CLEAN UP COSTS ASSOCIATED WITH LOSS OF PRODUCT, OR ANY DAMAGE TO EQUIPMENT NOT SERVICED, REPAIRED, OR INSTALLED BY SELLER. IN THE EVENT THAT SELLER SHALL BE LIABLE TO PURCHASER FOR DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT (BUT NOT INTENTIONAL MISCONDUCT), PURCHASER MAY RECOVER FROM SELLER DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE AMOUNT OF PURCHASE PRICE PAID BY PURCHASER FOR THE PARTICULAR GOODS OR SERVICES TO WHICH A CLAIM OF LIABILITY IS ASSERTED.

c. To the extent allowed by law Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same is related to any claim, penalty, or fine by government agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or Purchaser's employee or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorneys' fees, except to the extent that said damage, personal injury or death is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller, its agent or employee or any third party under the control or supervision of the Seller, other than the Seller or its agent, employee or subcontractor of any tier. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same, except to the extent that said fine or claims is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

d. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold Seller harmless from and defend and indemnify Seller for losses or claims for tanks(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under terms of this agreement, and Purchaser shall at all times provide adequate ballast.

e. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

f. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, either in whole or part, to Purchaser's specifications, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, by Seller and modified by Purchaser, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Seller assumes no liability for sales engineering or application information extended by its personnel. Purchaser agrees to hold Seller and its representatives harmless from and indemnify them against any and all claims, losses, damages, judgments, and costs, whether direct or indirect, or by reason of any reliance upon said representatives concerning sales, engineering or application information provided by Seller and/or it representatives, except to the extent that said claims, losses, damages, judgments, and costs are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

g. Seller shall maintain worker's compensation insurance covering its own employees. Unless otherwise specified, Purchaser shall maintain general liability, completed operations and builder’s risk insurance, and shall meet financial responsibility requirements of federal and state storage tank regulations sufficient to protect against claims that may arise under this agreement. Unless otherwise specified, Seller shall not be required to obtain fidelity or surety bonds, and the cost of any such bonds may be added to the price.

h. Seller, in furnishing services hereunder, is acting only as an independent contractor. Seller does not undertake by this agreement or otherwise to perform any obligations of Purchaser, whether regulatory or contractual, or assume any responsibility for Purchaser's business operations.

i. SHOULD SELLER OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, PURCHASER, ALL PARTIES CLAIMING THROUGH PURCHASER AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON SELLER’S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF SELLER, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE FEE PAID TO SELLER FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT.

j. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO SELLER'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF SELLER'S WORK HEREUNDER.

9. RELATED WORK:
a. Labor, materials and outside services for electrical, concrete, asphalt, water, sewer and natural gas work are not included in this agreement unless specified. Anchors, foundations, footings and cathodic protection are not included in this agreement unless otherwise specified. If concrete slabs are placed and finished under this agreement, the Seller shall not be responsible for the slab if such slab is not protected from traffic by Purchaser for at least a minimum of seven (7) days.

b. Seller has not included in this bid any removal or disposal of contaminated soils. If contaminated soils exist on the Site, Purchaser will be advised and a supplemental fee agreed upon for the removal and disposal of such contaminated soils will be charged. No soil or water sampling is included in this proposal, unless otherwise stated.

c. Any electrical work expressly provided by Seller is regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints. TECL # 18579 (PSI) TECL # 30139 (JF PETRO).

10. EXCAVATION: Installation is based on normal and stable soil conditions. In the event any underground structures, cables, electrical conduits, piping, storm sewers, debris, rock, environmental contamination, concrete foundations, water, running sand, caving walls, or similar non-visible obstructions are encountered, destroyed or damaged during the performance of the agreement, Seller shall not be held responsible and the Purchaser shall bear and agrees to pay any additional costs associated therewith. Additional cost or expense incurred by Seller resulting from conditions described above shall be borne by the Purchaser and shall include Seller's labor, material, equipment costs and overhead costs plus a reasonable markup as determined by Seller at its sole discretion. Log boring of the excavation site is not required of Seller under this agreement, except when a specific amendment is attached to the body of this agreement. This quotation is based on the walls of the excavation being vertical. If it is necessary for any reason to slope banks of the excavated area where the tanks are to be installed Purchaser agrees to pay an additional charge for excavation and extra backfill material. If any underground hazards listed above are encountered the Purchaser will be notified and will inspect the site and give the Seller written notice of his inspection results and will include the order to proceed. If it becomes necessary for Seller to abandon the site of excavation due to incurable excavation problems, contamination or notice not to proceed by the Purchaser, expenses to date covering the work completed, tear down and removal of materials and equipment, and restocking charge for material ordered will be borne and shall be paid by the Purchaser. All finish grades are to be established and verified by the Purchaser.

11. CANCELLATIONS AND RETURN OF GOODS: Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges. No merchandise may be returned without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's authorization. At the option of the Seller, the return of material prior to Purchaser receiving Seller's approval will result in the material remaining the property of Purchaser, and it will be stored at Purchaser's sole risk and expense. If such material is not picked up by Purchaser within ten (10) days from the date of the unauthorized return, Seller, may, at its sole option, declare Purchaser’s interest and right to the material forfeited and retain all money Purchaser has paid as liquidated damages. This means, Purchaser shall have no further rights in the material and no money will be refunded or credit given. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit shall be issued to Purchaser until credit from the manufacturer is received.

12. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty as provided under Paragraph 8(b) of this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releases") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releases arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. Unless otherwise specified herein, Purchaser or its agent shall furnish a state fire marshal's permit, if required, and all other permits, licenses, inspections fees or approvals, whether required by federal, state or local regulations. Purchaser shall register all new or replacement regulated storage tanks in accordance with applicable state and local regulations. Purchaser represents that no consent, approval, or authorization, declaration or filing with any third party or governmental agency is required in connection with the performance of the Purchaser's obligations hereunder or to permit Seller to perform its obligations hereunder, other than those approvals that have been previously obtained in writing by Purchaser.

13. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Seller to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser assumes full responsibility for compliance with the provisions of the Resource Conservation and Recovery Act ("RCRA") and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. HARDWARE/ SOFTWARE COMPATIBILITY: In connection with this agreement, the parties assume that any fueling system hardware and software supplied by Purchaser is inherently compatible and requires only routine startup and programming. If on startup, it is discovered that the hardware/software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller shall be held harmless from any resulting delays in completion of the work, and shall be entitled to full payment of the Agreement Price. In the event Purchaser discovers that the hardware/software is not compatible or has innate deficiencies that require additional configuration or upgrading, and more than thirty (30) days from the date of Seller's completion of such work have not elapsed, Purchaser shall immediately notify Seller, within seven (7) calendar days from the date of such discovery(ies). Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours. If additional configuration is needed and timely notification is given to Seller as provided under this agreement and if Seller conducts the additional configuration or upgrading, Purchaser shall immediately compensate Seller for the labor and material required to make the system functional.

16. ADMINISTRATIVE PROVISIONS:
a. Changes. This agreement may be amended at the request of either party from time to time by written Change Order signed by both parties, setting forth the particular changes to be made and the effect of such changes on the price and on the time of completion, subject to Seller's approval. A charge may be made for changes in drawings and/or specifications after Purchaser and Seller have previously agreed upon same. The total charge will include order reprocessing costs, additional material and labor costs. The total charge for these changes will be agreed to after receipt of written Purchaser authorization or direction for these changes.

b. Record keeping. Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

c. Contingencies. Seller shall be excused from performance under this agreement and will have no liability for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by Purchaser or a third party or by and act of God, war, civil disturbance, fire, flood, frost, manufacturers' production schedules, installation schedules and coordination of trades, delays in transportation, acts of government agencies, accidents, court order, labor dispute, third party performance or nonperformance, or other cause beyond Seller's reasonable control, including failures and fluctuations in electrical power, heat , light, or telecommunications, and such nonperformance shall not be a default hereunder, or grounds for termination of this agreement. In no event shall an event of force majeure excuse the Purchaser from making any payment due hereunder.

d. Seller may take photographs (electronic and still) and video recording of all aspects of excavation and installation.

17. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

18. MANDATORY MEDIATION AND CHOICE OF LAW AND FORUM. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY PURSUING ARBITRATION AS REQUIRED UNDER THIS AGREEMENT. THE PLACE OF THE MEDIATION SHALL BE IN DENTON COUNTY, TEXAS. All other provisions hereof and of all resulting orders are to be governed and construed under the laws of the State of Texas, and the courts of said state shall have sole jurisdiction over any dispute concerning this agreement.

19. ARBITRATION. THE PARTIES FURTHER AGREE AS FOLLOWS:(a) UPON WRITTEN NOTICE BY SELLER OR PURCHASER TO THE OTHER, ANY AND ALL CONTROVERSIES BETWEEN THE PARTIES SHALL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBIRTRATION ASSOCIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME OF FILING, UNLESS THE CONSTRUCTION INDUSTRY ARBITRATION RULES CONFLICT WITH THIS PROVISION, AND IN SUCH EVENT THE TERMS OF THIS PROVISION SHALL CONTROL. ANY ARBITRATION HEREUNDER SHALL BE BEFORE AT LEAST THREE ARBITRATORS ASSOCIATED WITH THE AMERICAN ARBITRATION ASSOCIATION AND SELECTED IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE AWARD OF THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL BE FINAL, AND JUDGEMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. ERRORS OF LAW SHALL BE AN ADDITIONAL GROUND FOR VACATUR OF AN AWARD RENDERED PURSUANT TO THIS PROVISION.

(b) ARBITRABLE DISPUTES INCLUDE ANY AND ALL CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES OF WHATEVER TYPE OR MANNER, INCLUDING WITHOUT LIMITATION, ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ALL PAST, PRESENT AND/OR FUTURE AGREEMENTS INVOLVING THE PARTIES, ANY TRANSACTIONS BETWEEN OR INVOLVING THE PARTIES, AND/OR ANY ASPECT OF ANY PAST OR PRESENT RELATIONSHIP OF THE PARTIES, SPECIFICALLY INCLUDING ANY ALLEGED TORT COMMITTED BY ANY PARTY.

(c) DEPOSITIONS MAY BE TAKEN AND OTHER DISCOVERY OBTAINED IN ANY ARBITRATION UNDER THIS PROVISION. WITHIN THIRTY (30) DAYS OF THE DATE A RESPONSIVE PLEADING IS FILED IN AN ARBITRATION PROCEEDING HEREUNDER, ALL PARTIES SHALL SERVE ON ALL OTHER PARTIES AN INITIAL DISCLOSURE AS WOULD BE REQUIRED BY RULE 26, FEDERAL RULES OF CIVIL PROCEDURE.

(d) FOR THE PURPOSES OF THIS PROVISION, “THE PARTIES” MEANS SELLER AND PURCHASER, AND ALL PERSONS AND ENTITIES SIGNING THIS AGREEMENT OR ANY OTHER AGREEMENTS EXECUTED HERETOFORE OR CONTEMPORANEOUSLY WITH AND AS PART OF THE SAME TRANSACTION WITH THIS AGREEMENT. “THE PARTIES” SHALL ALSO INCLUDE INDIVIDUAL PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES OF ANY PARTY TO THOSE DOCUMENTS.

(e) THE PARTIES SHALL HAVE THE RIGHT TO INVOKE SELF-HELP REMEDIES (SUCH AS SET-OFF, SEIZURE AND/OR FORECLOSURE) BEFORE, DURING OR AFTER ANY ARBITRATION AND/OR PERFORMANCE, RECEIVER, INJUNCTION OR RESTRAINING ORDER, AND SEQUESTRATION) BEFORE OR AFTER ANY ARBITRATION. THE PARTIES NEED NOT AWAIT THE OUTCOME OF THE ARBITRATION BEFORE USING SELF-HELP REMEDIES. USE OF SELF-HELP OR ANCILLARY AND/OR PROVISIONAL JUDICIAL REMEDIES SHALL NOT OPERATE AS A WAIVER OF EITHER PARTY’S RIGHT TO COMPEL ARBITRATION.

(f) THE PARTIES AGREE THAT ANY ACTION REGARDING ANY CONTROVERSY BETWEEN THE PARTIES SHALL EITHER BE BROUGHT BY ARBITRATION, AS DESCRIBED HEREIN, OR BY JUDICIAL PROCEEDINGS, BUT SHALL NOT BE PURSUED SIMULTANEOUSLY IN DIFFERENT OR ALTERNATIVE FORUMS. A TIMELY WRITTEN NOTICE OF INTENT TO ARBITRATE PURSUANT TO THIS AGREEMENT STAYS AND/OR ABATES ANY AND ALL ACTION IN A TRIAL COURT, SAVE AND EXCEPT A HEARING ON A MOTION TO COMPEL ARBITRATION AND/OR THE ENTRY OF AN ORDER COMPELLING ARBITRATION AND STAYING AND/OR ABATING THE LITIGATION PENDING THE FILING OF THE FINAL AWARD OF THE ARBITRATORS.

(g) ANY AGGRIEVED PARTY SHALL SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE TO ANY AND ALL OPPOSING PARTIES WITHIN 360 DAYS AFTER DISPUTE HAS ARISEN. A DISPUTE IS DEFINED TO HAVE ARISEN ONLY UPON RECEIPT OF SERVICE OF JUDICIAL PROCESS OR OF A COMPLAINT IN ARBITRATION. FAILURE TO SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE WITHIN THE TIME SPECIFIED ABOVE SHALL BE DEEMED A WAIVER OF THE AGGRIEVED PARTY'S RIGHT TO COMPEL ARBITRATION OF SUCH CLAIM. THE ISSUE OF WAIVER PURSUANT TO THIS AGREEMENT IS AN ARBITRABLE DISPUTE.

(h) ACTIVE PARTICIPATION IN PENDING LITIGATION DURING THE 360 DAY NOTICE PERIOD, WHETHER AS PLAINTIFF OR DEFENDANT, IS NOT A WAIVER OF THE RIGHT TO COMPEL ARBITRATION. ALL DISCOVERY OBTAINED IN THE PENDING LITIGATION MAY BE USED IN ANY SUBSEQUENT ARBITRATION PROCEEDING.

(i) THE PARTIES FURTHER AGREE THAT (i) NO ARBITRATION PROCEEDING SHALL BE CERTIFIED AS A CLASS ACTION OR PROCEED AS A CLASS ACTION, AND (ii) NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CONSOLIDATED WITH, OR JOINED IN ANY WAY WITH, ANY OTHER ARBITRATION PROCEEDING.

(j) ANY ARBITRATOR SELECTED SHALL BE KNOWLEDGEABLE IN THE SUBJECT MATTER OF THE DISPUTE. EACH OF THE PARTIES SHALL PAY AN EQUAL SHARE OF THE ARBITRATION COSTS, FEES, EXPENSES, AND OF THE ARBITRATORS' FEES, COSTS, AND EXPENSES.

(k) ALL STATUTES OF LIMITATIONS WHICH WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING HEREUNDER AND THE COMMENCEMENT OF ANY ARBITRATION PROCEEDING TOLLS SUCH LIMITATIONS.

(l) IN ANY ARBITRATION PROCEEDING SUBJECT TO THIS PROVISION, THE ARBITRATORS, OR MAJORITY OF THEM, ARE SPECIFICALLY EMPOWERED TO DECIDE (BY DOCUMENTS ONLY, OR WITH A HEARING, AT THE ARBITRATORS' SOLE DISCRETION) PRE-HEARING MOTIONS WHICH ARE SUBSTANTIALLY SIMILAR TO PRE-HEARING MOTIONS TO DISMISS AND MOTIONS FOR SUMMARY ADJUDICATION.

(m) THIS ARBITRATION PROVISION SHALL SURVIVE ANY TERMINATION, AMENDMENT, OR EXPIRATION OF THE AGREEMENT IN WHICH THIS PROVISION IS CONTAINED, UNLESS ALL OF THE PARTIES OTHERWISE EXPRESSLY AGREE IN WRITING.

(n) THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL AWARD ATTORNEY'S FEES AND ARBITRATION COSTS TO THE PREVAILING PARTY PURSUANT TO THE TERMS OF THIS AGREEMENT.

(o) VENUE OF ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE IN DENTON COUNTY, TEXAS.

THE PARTIES MAY AGREE IN WRITING TO USE A DIFFERENT ARBITRATION GROUP BESIDES THE AMERICAN ARBITRATION ASSOCIATION.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to do the work as specified. Payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES. This agreement is subject to revision and may not be the final project cost. Additions or deletions as defined by the owner will reflect the final project cost.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF PETROLEUM GROUP'S SIGNATURE BELOW.

JF PETROLEUM GROUP dba McCon Building and Petroleum

By: _____ Print Name: Rhett Stokes

Title: General Manager North Texas Date: 03/26/2026

ACCEPTED FOR:_____

By: _____ Printed Name:_____

Title:_____ Date:_____

Phone Number:_____

PROPOSAL NO. 8-RS-QBP2235-1

JF PETROLEUM GROUP

1001 Spinks Road, Suite 220
Flower Mound, Texas 75028
Phone: 972.929.0646
Fax: 972.929.0723
www.mcconbuilding.com

1001 Spinks Rd. Ste. 220, Flower Mound, TX 75028

PROPOSAL

Quote #: 8-RS-QBP2235-1 **Date:** 3/26/2026 **PO#:** **Job #:**

BuyBoard: 772-25 **SourceWell ID:** 081524-JFA

Customer: City of Celina

Bill to Address:	142 N. Ohio St.	**Ship to Address**	Celina - Fire Station 4 1205 Punk Carter Parkway
City, State Zip:	Celina, TX 75009	**City, State Zip:**	Celina, TX 75009
Phone:	972-382-4041	**Phone:**	
Contact Name:	Kevin Helsel	**email:**	khelsel@Celina-tx.gov

JF Petroleum Group agrees to furnish the materials and if requested the labor to complete the scope of work described below. All equipment will be provided in conformity with specifications and drawings, incorporated herein by reference, subject to the general terms and conditions described below, in this agreement. Initial:_____ Date:_____

Pumps				
Item Number	**Description**	**Unit Price**	**Quantity**	**Total Price**
	Fill-Rite Gasoline	3,519.00	1	$3,519.00
	Digital Output with Pulser		1	
	Discharge Meter Flange Kit		1	
	Fill-Rite Diesel	4,263.00	1	$4,263.00
	Digital Output with Pulser		1	
	Discharge Meter Flange Kit		1	
	Hose Reel		2	
	Filter Kit		2	
	Gasoline Hanging Hardware Set		1	
	Diesel Hanging Hardware Set		1	
Management System				
Item Number	**Description**	**Unit Price**	**Quantity**	**Total Price**
	FuelMaster FMLive	18,094.00	1	$18,094.00
	Proximity Reader		1	
	Tank Monitor Interface		1	
	Annual FMLive Services		1	
	Project Management		1	
	FM Data Configuration		1	
Monitoring System				
Item Number	**Description**	**Unit Price**	**Quantity**	**Total Price**
	Incon EVO Console	14,464.00	1	$14,464.00
	External Printer		1	
	Probe		2	
	Gasoline Float Kit		1	
	Diesel Float Kit		1	
	Cap & Ring Kit		2	
	Interstitial Sensor		1	
	Interstitial Sensor Cap Kit		1	
	High Intensity Overfill Alarm		1	
	Overfill Alarm Acknowledgment Unit		1	
	AST Installation Kit		2	
	Paper		1	
Pipe & Fittings				
Item Number	**Description**	**Unit Price**	**Quantity**	**Total Price**
	Pipe & Fittings	10,330.30	1	$10,330.30
	Shear Valve		2	
	2" Ball Valve		4	
	1" Ball Valve		2	
	2.0"X15" MXMS Flex		4	
	1.5"X12" MXMS Flex		2	
Subtotal				**$50,670.30**

JF PETROLEUM GROUP

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1001 Spinks Rd. Ste. 220, Flower Mound, TX 75028

Tank & Components				
Item Number	**Description**	**Unit Price**	**Quantity**	**Total Price**
	4,000-gallon FireGuard Tank Split 2K/2K	52,245.70	1	$52,245.70
	Riser		2	
	Clock Guage		2	
	Remote Fill Box		2	
	Dry Disconnect Fill Adapter		2	
	Dry Disconnect Coupler		2	
	Vapor Swivel Adapter		1	
	Vapor Cap		1	
	Overfill		2	
	Drop Tube		4	
	2" Swing Check		2	
	Expansion Relief Valve		2	
	Solenoid Valve		2	
	External Emergency Valve		2	
	Extractor Fitting 4x2x4		2	
	Pressure Vacuum Vent		1	
	2" Tank Vent		1	
	Emergency Stop & Pedestal		1	
	Fuel System & Tank Signage		1	

Installation				
Item Number	**Description**	**Unit Price**	**Quantity**	**Total Price**
	Performance Bond		1	
	Maintenance Bond		1	
	Contractor Registration with the City of Celina		1	
	Permit - Fees waived by the City of Celina		1	
	Equipment Rental		1	
	Programming, Configuration, Site Commissioning, Start-up		1	
	Electrical - Terminate (ONLY) cabling provided by the GC/City of Celina		1	
	Installation	65,280.00	1	$65,280.00
	City of Celina is to provide drawings and necessary documentation for			
	required permits with the City of Celina.			
	Additional charges to apply if electrical and concrete are required.			
	A site survey would be required to determine the appropriate scope			
	of work required.			
Subtotal				**$117,525.70**

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Category				Price
Pumps				$7,782.00
Management System				$18,094.00
Monitoring System				$14,464.00
Pipe & Fittings				$10,330.30
Tank & Components				$52,245.70
Installation				$65,280.00
Subtotal		**168,196.00**		**$168,196.00**
Shipping / Freight				**$1,800.00**
Setup				**$0.00**
Subtotal Amount				**$169,996.00**
Total Sales Tax				**Tax Exempt**
Total Quote Amount				**$169,996.00**

Proposal is valid for 10 days. Installation is separate, unless requested. We require 35.0% upon order and the remainder is due 10 days after OEM invoice. Additional parts & labor may require additional costs. Equipment remains the property of JF Petro Group until the balance is paid in full.

Vendor:
JF Petroleum Group
Mr. Rhett Stokes
1001 Spinks Road, Suite 220
Flower Mound, Texas 75028
972.929.0646

Make All Checks Payable to:
JF Petroleum Group
1001 Spinks Road, Suite 220
Flower Mound, Texas 75028

PROPOSED:

_____
Seller

_____
Date

ACCEPTED:

_____
Purchaser

_____
Date

EXCEPTIONS & EXCLUSIONS:

1. There may be other issues that arise which may need to be addressed to comply with the National Electrical Code that are not included in this proposal. If such conditions are found, JF Petro will provide a proposal for approval.

2. Pricing subject to manufacture's price changes and subject to site specific plans and specifications. No drawings were provided at the time of this estimate.

3. Excludes ALL electrical service and ONLY includes terminating supplied electrical and communication cabling by the GC.

4. Excludes any concrete work that may be required. A site survey would be required to determine the appropriate scope of work required.

Vendor Contract Information Summary

Vendor	PSI JF Petroleum Group Inc. dba JF Petroleum Group
Contact	Mark Barron
Phone	956-686-9582
Phone Extension	7219
Email	mbarron@jfpetrogroup.com
Vendor Website	www.jfpetrogroup.com
TIN	74-2589087
Address Line 1	3702 S. Expressway 281
Vendor City	Edinburg
Vendor Zip	78542
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20
States	Texas
Contract Name	Fueling Systems and Equipment
Contract No.	772-25
Effective	07/01/2025
Expiration	06/30/2028
Accepts RFQs	Yes
Return Policy	Returns require written approval and are subject to 20% restocking fee

4/1/2026 8:56 AM

Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon a Major Modification to the design standards in the Downtown Code, in order to allow for the development of Senior Independent Living; generally located at the southeast corner of Main Street and Oklahoma Drive, within the Downtown Code - Preston Streams District, for Preston Club. (McAfee)

Background Information:

The subject property is approximately two (2) acres, and is located at the southeast corner of Main Street and Oklahoma Drive, within the Downtown Code, Preston Streams District. The applicant, Preston Club, proposes to develop a five-story independent living facility with associated commercial components and a structured parking garage.

The property is currently zoned within the Preston Streams district of the Downtown Code. The proposed land use is membership-based, age-restricted, independent living with ground-floor commercial use, permitted by the Downtown Code. However, the applicant is requesting a Major Modification to the Downtown Code design standards in order to construct the building as proposed.

A Major Modification is required for significant deviations from the base Downtown Code standards that do not qualify as Minor Modifications and may be design-related or land-use-related in nature. This request is design-related. Major Modifications are reviewed by the Planning & Zoning Commission, with final approval authority resting with the City Council, and require the same public hearing notifications and processes as zoning changes.

The purpose of a Major Modification is to determine the appropriateness of a proposal, with the City having broad discretionary approval authority, provided the request is consistent with the vision of the Downtown Master Plan and the design principles of the Downtown Code.

The proposed development includes:

- A primary building containing approximately 160 independent living (age 55+) residential units, ground-floor amenities, and approximately 9,000 square feet of commercial space.
- A secondary building containing approximately 20 independent living (age 55+) residential units and a 4,500 square-foot ground-floor fitness, health, and wellness center.
- A structured parking garage providing approximately 257 parking spaces.
- Twelve (12) parallel on-street parking spaces along adjacent side streets.
- Two outparcels that include one rental house and one homestead.

The proposed Major Modifications to the Downtown Code include:

- **Building Height:**
  The DTC allows a maximum of three stories by right. The applicant proposes a five-story mixed-use building and a five-story parking garage, up to approximately 65 feet in height. Staff notes that the Entertainment District across the street allows up to five stories, or six stories with a parking garage.
- **Building Type:**
  Block building types are not permitted in the Preston Streams District. The applicant is requesting approval to allow a block building type. Staff notes that the Downtown Master Plan envisioned projects similar to the proposed development, even if they are not technically allowed under the current Preston Streams regulations.
- **Setbacks and Setback Averaging:**
  The code requires setback averaging where adjacent structures exist. The proposed project complies with a zero-foot build-to zone. Staff notes that for block buildings along Type B streets, setbacks of 0 to 10 feet are permitted, and that setback averaging applies only when a project is located on an established block of houses.
- **Transition Area Height:**
  Within 35 feet of residential property, buildings are limited to a maximum of two stories. The applicant proposes no stepback and maintains the full building height. Staff acknowledges the discrepancy and notes that one adjacent home is a rental and the other is a homestead. Both property owners have discussed the project with the applicant.
- **Parking:**
  The zoning ordinance requires 315 parking spaces. The applicant proposes 269 parking spaces, including on-street parking. Staff notes that age-restricted communities typically have lower parking demands than the City's base requirement of 1.5 spaces per unit.
- **Signage:**
  Rooftop signage is not permitted, and wall signage is limited to 20 feet in width. The applicant proposes an illuminated "Preston Club" rooftop sign with a width of 22 feet. Staff notes that rooftop signs are allowed on Type B streets within Patio Commons and the Entertainment District.

- **Additional Modification:**
  The major modification request also includes the ability to acquire two additional lots on the block without requiring additional authorization.

Major policy considerations for the development include the following:

- The project visually improves a block along a significant downtown corridor.
- The proposed architectural renderings adhere to Celina's Historic Texas Architectural Style characteristics, including the parking garage.
- The development adds significant ad-valorem value to the City.
- The project meets the overall vision of the Downtown Master Plan, despite deviations from specific Downtown Code design standards.

The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in January. There was no public feedback at the Public Hearing. The applicant requested to table the item at the February and March City Council meetings.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Location Map

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

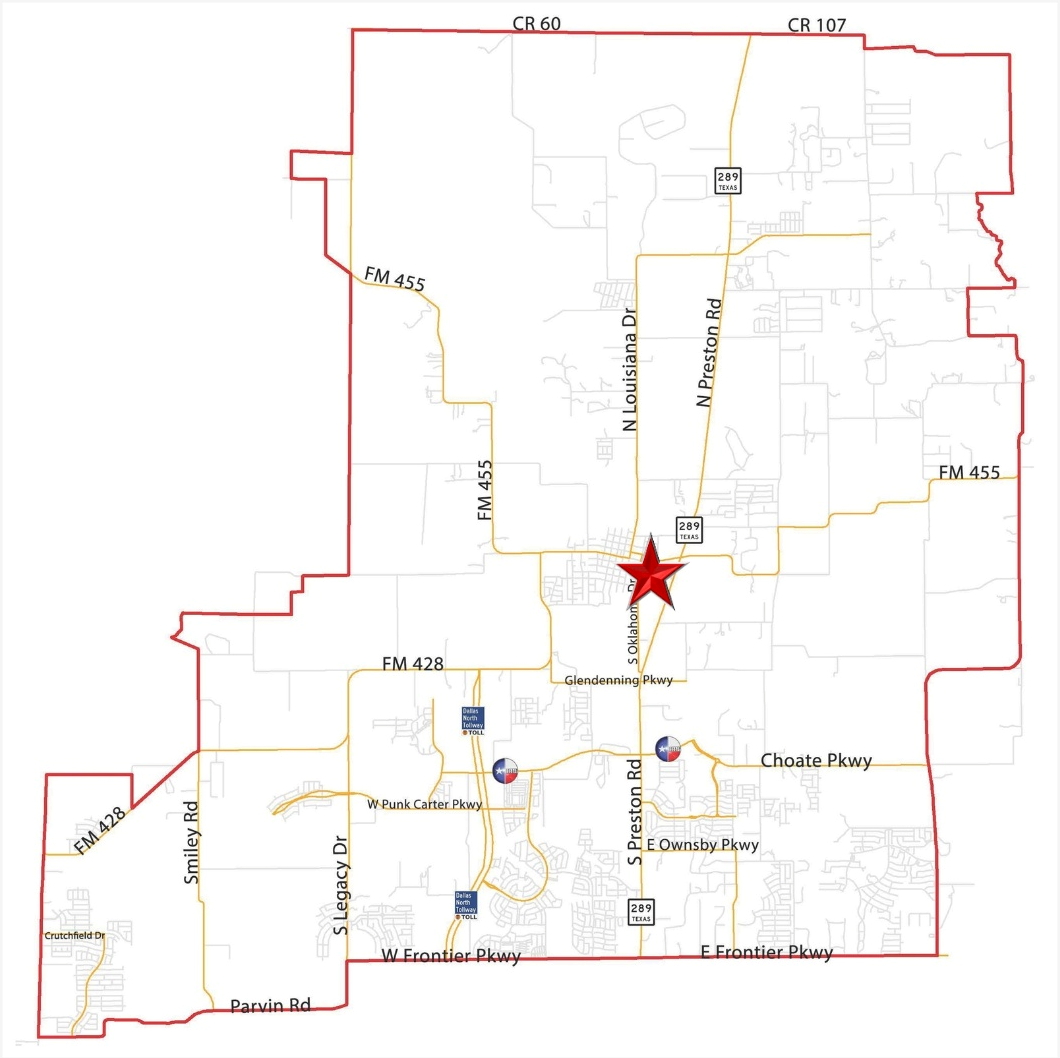


Preston Club Celina

Major Modification

City Council

April 14, 2026


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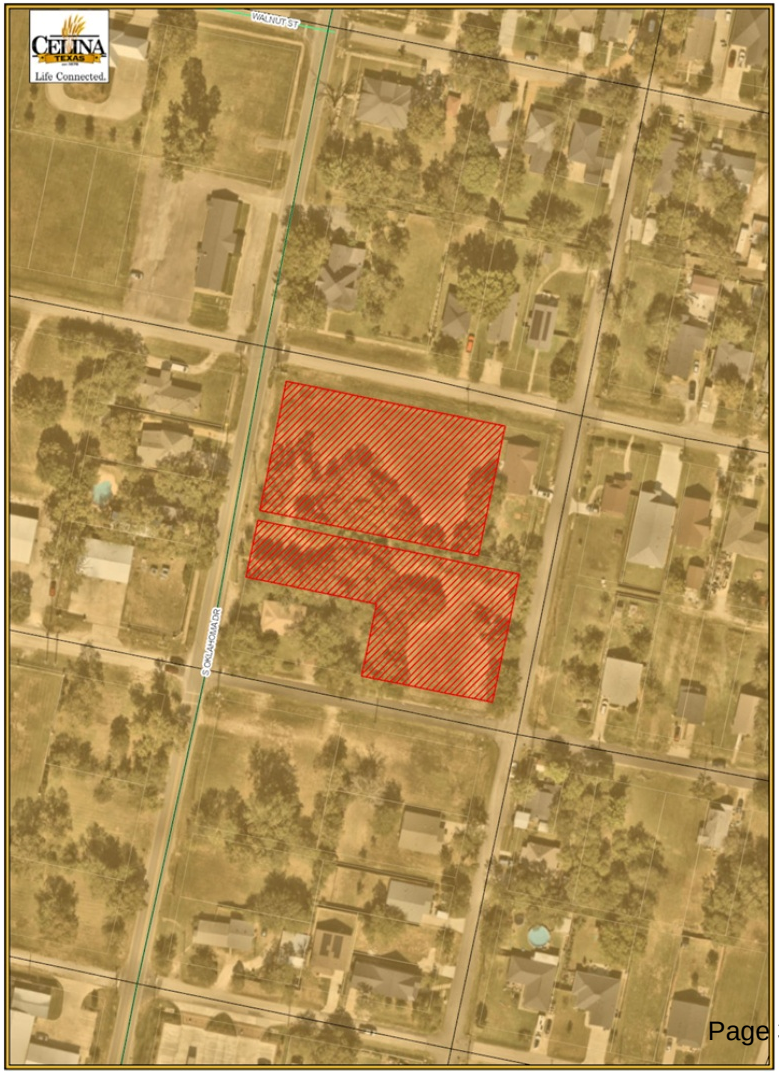
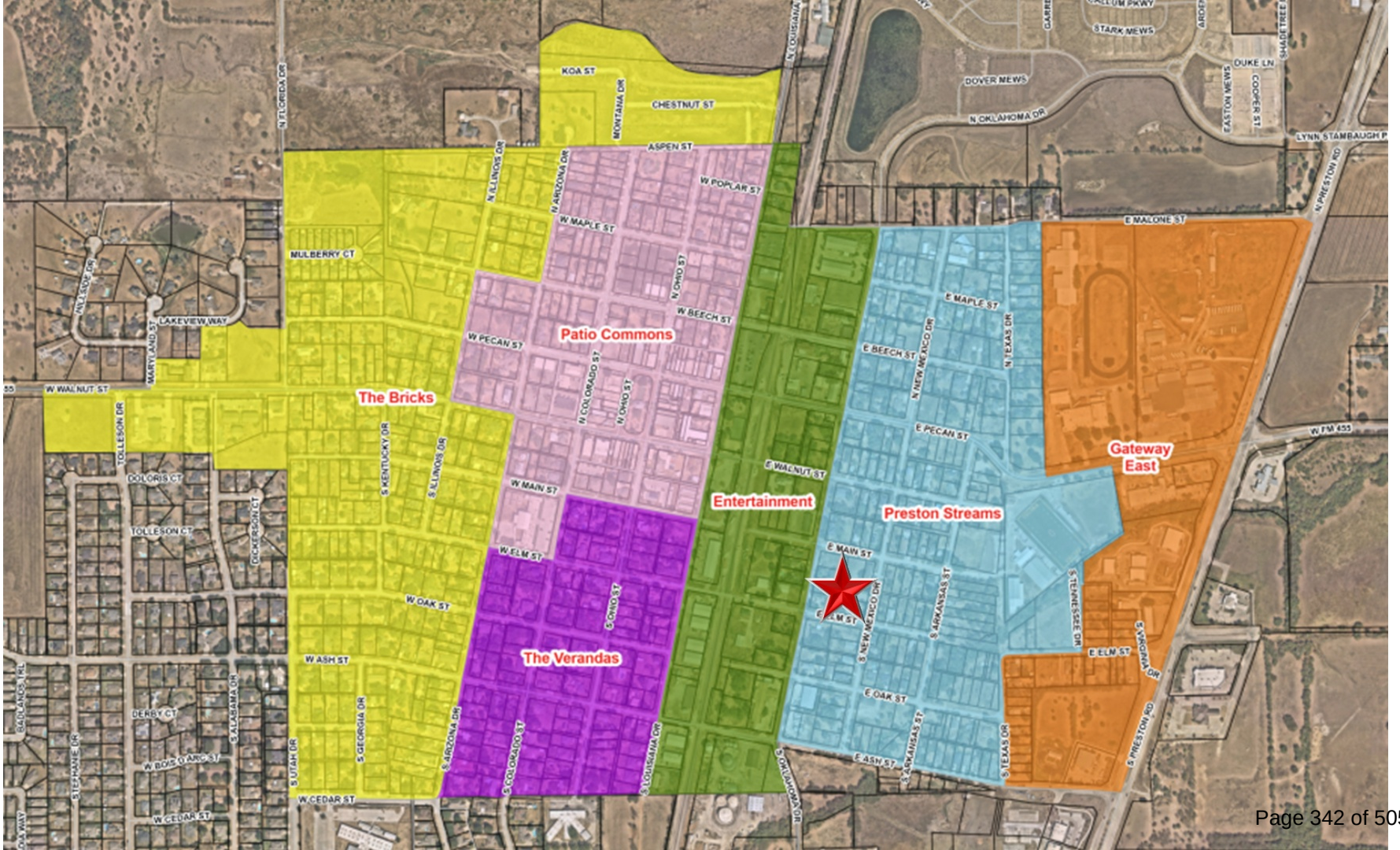
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
E Ownsby Pkwy
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

Location Map

The subject property is generally located at the southeast corner of Main Street and Oklahoma Drive




Patio Commons
The Bricks
The Verandas
Entertainment
Preston Streams
Gateway East
KOA ST
CHESTNUT ST
ASPEN ST
W POPLAR ST
W MAPLE ST
MULBERRY CT
W BEECH ST
W PECAN ST
W WALNUT ST
W MAIN ST
W ELM ST
W OAK ST
W ASH ST
W CEDAR ST
E MALONE ST
E MAPLE ST
E BEECH ST
E PECAN ST
E WALNUT ST
E MAIN ST
E ELM ST
E OAK ST
E ASH ST
DOVER MEWS
STARK MEWS
DUKE LN
N OKLAHOMA DR
LYNN STAMBAUGH P
N PRESTON RD
W FM 455
S PRESTON RD
LAKEVIEW WAY
TOLLESON CT
DERBY CT
STEPHANIE DR
N FLORIDA DR
N ILLINOIS DR
N ARIZONA DR
N OHIO ST
N COLORADO ST
S KENTUCKY DR
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S ARIZONA DR
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S UTAH DR
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S LOUISIANA DR
S OHIO ST
N NEW MEXICO DR
N TEXAS DR
S NEW MEXICO DR
S ARKANSAS ST
S TENNESSEE DR
S VIRGINIA DR
S TEXAS DR
S OKLAHOMA DR

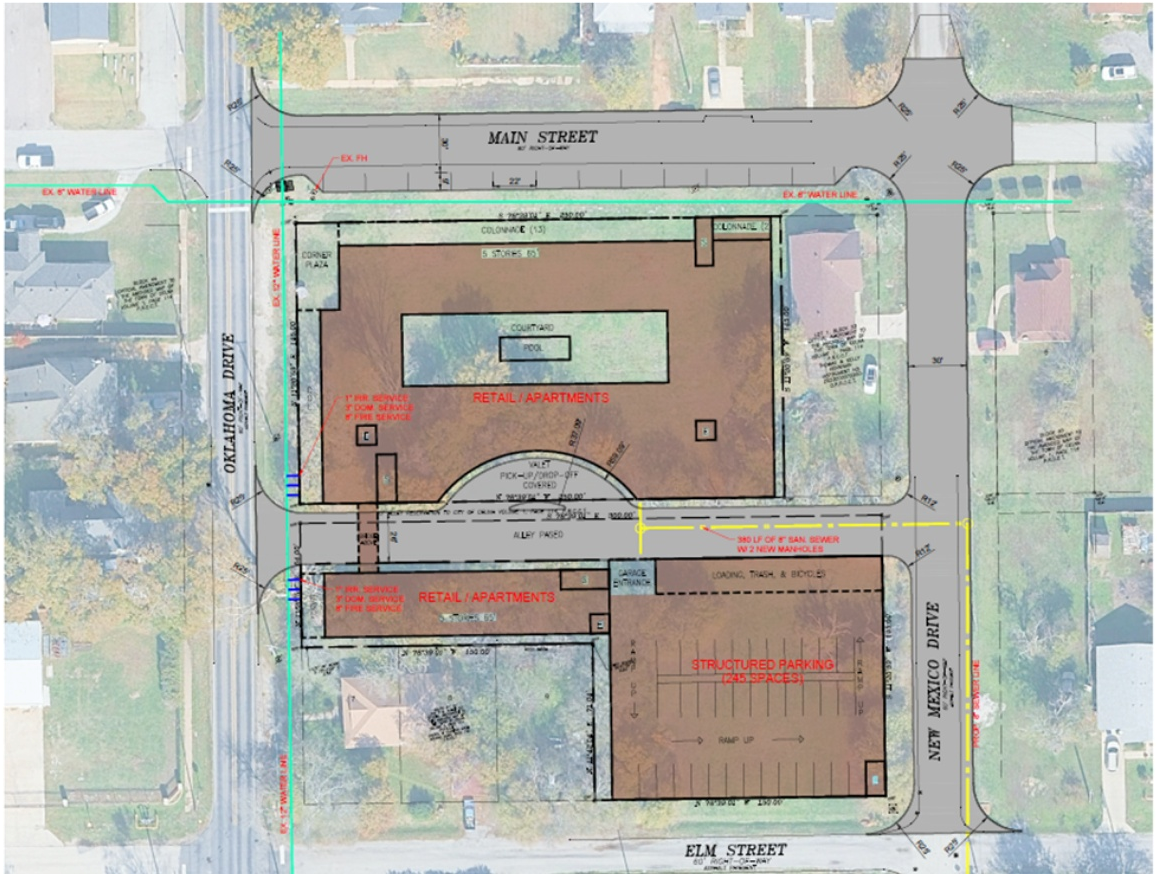
BACKGROUND

- The subject property is approximately 2 acres
- The property is currently zoned in the Preston Streams district of the Downtown Code
- The applicant's request is to build a 5-story independent living facility that includes commercial components and a parking garage
- The applicant is seeking a Major Modification from the Downtown Code design regulations in order to construct the building as proposed
- The proposed land use is allowed by the Downtown Code

MAJOR MODIFICATION OVERVIEW

- Significant deviations from the base Downtown Code that do not qualify as Minor Modifications
- Can be either design related or land use in nature
  - This major modification is design related
- Reviewed by P&Z with final approval authority by the City Council
- Require the same public hearing notifications and processes as zoning changes
- The purpose is to determine the appropriateness of a proposal with the City having broad discretionary approval in conformance with the vision outlined in the Downtown Master Plan and the design principles of the Downtown Code

CONCEPT PLAN

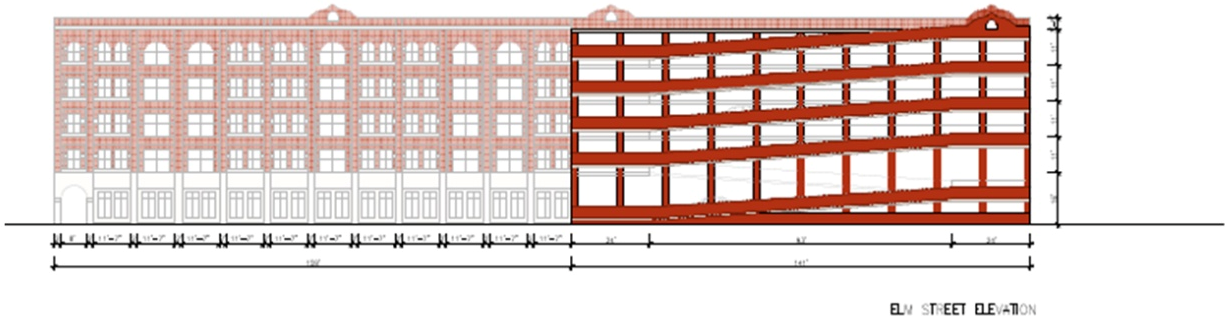


PROPOSED ELEVATIONS





PROPOSED ELEVATIONS



ELM STREET ELEVATION



NEW MEXICO DRIVE ELEVATION

PROPOSED RENDERINGS - ALLEY





PROPOSED RENDERINGS - ELM



PROPOSED RENDERINGS - MAIN



PROPOSED RENDERINGS - NEW MEXICO



PROPOSED RENDERINGS - OKLAHOMA



PROPOSED RENDERINGS - MAIN & OKLAHOMA







PROJECT OVERVIEW

- Membership-based age-restricted multi-family
- A primary building containing approximately 160 independent living (age 55+) residential units, ground floor amenities with 9,000 square feet of commercial space
- A secondary building containing approximately 20 independent living (age 55+) residential units and a 4,500 square foot ground floor fitness/health/wellness center
- A structured parking garage for approximately 257 vehicles
- Twelve (12) parallel surface parking spaces along side streets

MAJOR MODIFICATIONS

Code Section / Topic	Code Requirement / Standard	Proposed / Relief Requested	Staff Analysis / Comment
Building Height	3 stories by right	5-story mixed-use building and 5-story parking garage (up to 65')	The Entertainment District, across the street, allows up to 5 stories (6 stories with a parking garage).
Building Type	Building type (Block Building) not permitted in Preston Streams District	Allowance for Block Building type	The Downtown Master Plan envisioned projects such as the applicant proposes, even if not technically allowed in Preston Streams.
Setbacks / Setback Averaging	Setback averaging required where adjacent structures exist	Project abiding by a 0' build-to-zone	The setback for a Block Building along a Type B street is 0-10' (build-to-zone). Setback averaging only applies when a project is located on an established block of houses.

MAJOR MODIFICATIONS CONT.

Code Section / Topic	Code Requirement / Standard	Proposed / Relief Requested	Staff Analysis / Comment
Transition Area – Height	Residential Transition within 35 feet; max 2 stories	No stepback; full building height maintained	Staff acknowledges the discrepancy. One home is a rental and the other is a homestead. Both had discussions with the applicant.
Parking	315 spaces required	269 spaces, including on-street parking	Age restricted communities have lower parking needs than the City's base requirement of 1.5 spaces per unit.
Signage	Rooftop signage not permitted; max 20-ft width	Illuminated 'Preston Club' rooftop signage; 22-ft width	Rooftop signs are allowed on Type B streets in Patio Commons and the Entertainment District.

The Major Modification includes the ability to acquire the 2 additional lots on the block without the need for additional authorization from P&Z and Council.

POLICY CONSIDERATIONS

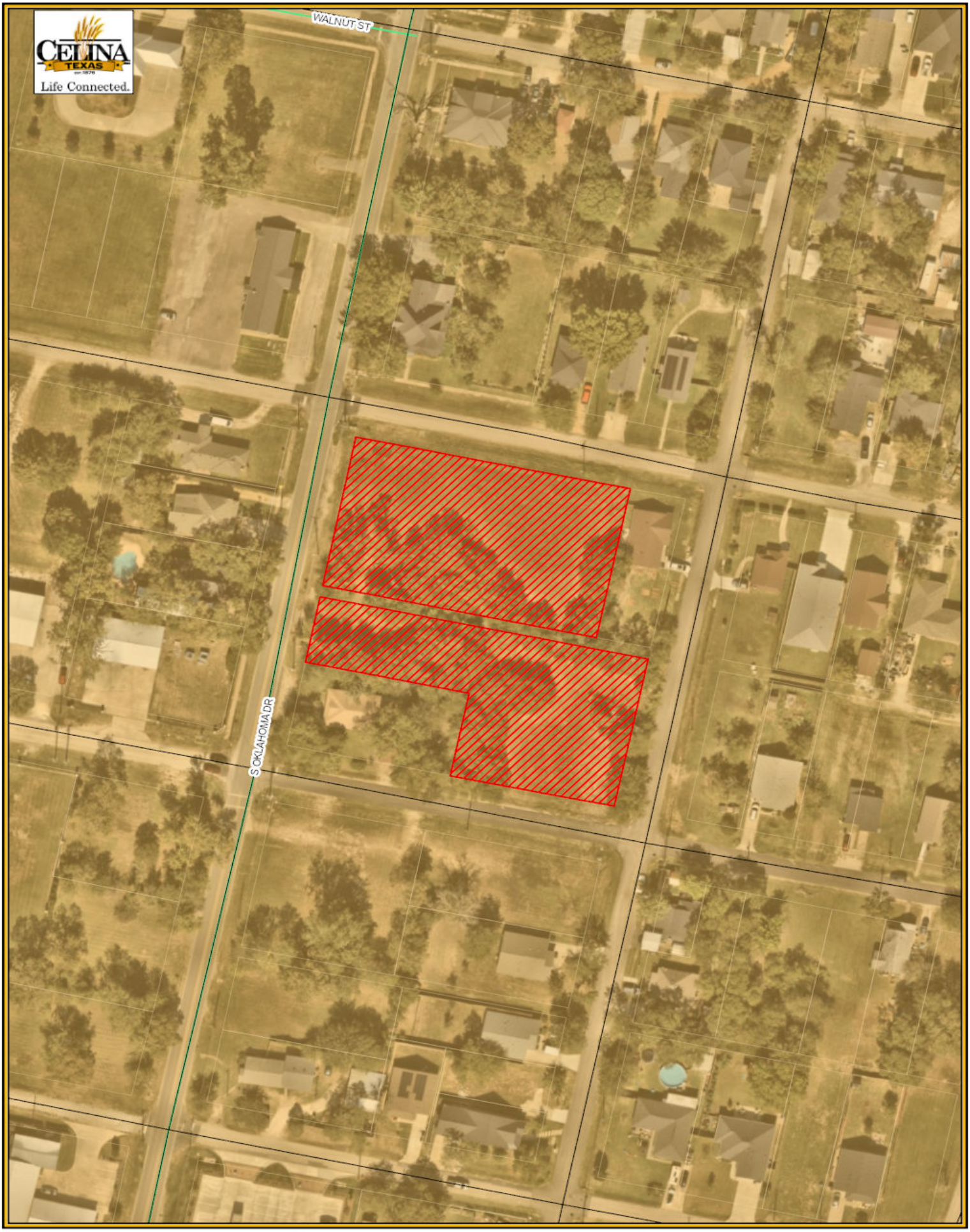
- The development of the Preston Club site visually improves a block along a significant downtown corridor
- The proposed renderings adhere to Celina's Historic Texas Architectural Style characteristics (including the parking garage)
- The proposed development adds significant ad-valorem value
- The proposed project meets the vision of the Downtown Master Plan, even if deviating from specific design standards of the Downtown Code
- The two out parcels include one rental house and a homestead
- Constructing 3 residential side streets ($2.8M estimate) that would otherwise be a tax payer obligation

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in January
- There were no public speakers at the public hearing
- The applicant requested to table the item at the February and March City Council meetings
- Staff recommends approval as presented



Thank You!



Legend

- Subject Property
- City Limits
- Roads
- Parcels

25-MM-02 Preston Club
Celina
Location Map

12/29/2025

N
W E
S

0 88 175
Feet

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for an Auto, Gas Pumps/Fuel Sales use on approximately two (2) acres; generally located at the northeast corner of Frontier Parkway and Preston Road, within the City limits, for Murphy USA (Celina Gateway). (Mohan)

Background Information:
Murphy USA is requesting a Specific Use Permit (SUP) to operate a gas station. The subject property is approximately two (2) acres and generally located at the northeast corner of Frontier Parkway and Preston Road.

The property is currently within City limits and has existing zoning from 2004 that allows for C2 – General Commercial.

The Zoning Ordinance requires an Auto, Gas Pumps/Fuel Sales use to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the base Commercial zoning district and Preston Road Overlay (PRO). An SUP is required for land uses that the Zoning Ordinance may allow, but uses that are also screened and specially approved for situational suitability. The purpose of the SUP requirement is to determine the appropriateness of a proposal. The City has broad discretionary approval of the requested SUP.

Policy considerations:

- The City has broad discretionary approval of the requested SUP.
- The zoning request is in conformance with the Future Land Use Plan (FLUP).
- The proposed SUP helps diversify the tax base.
- Modern design standards ensure an attractive project.
- The intersection of two future 6-lane arterials is a common location for the proposed use.

- The market demand for additional gas stations is high.
- The Master Thoroughfare Plan accommodates the proposed land use.

The Planning & Zoning Commission recommended approval (5-1), with a dissenting vote from Commissioner Samuelson, at its regular meeting in March. The dissenting vote wanted to ensure more than a gas station would develop on this corner. There was no public feedback at the Public Hearing.

Legal Review:
N/A

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

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented

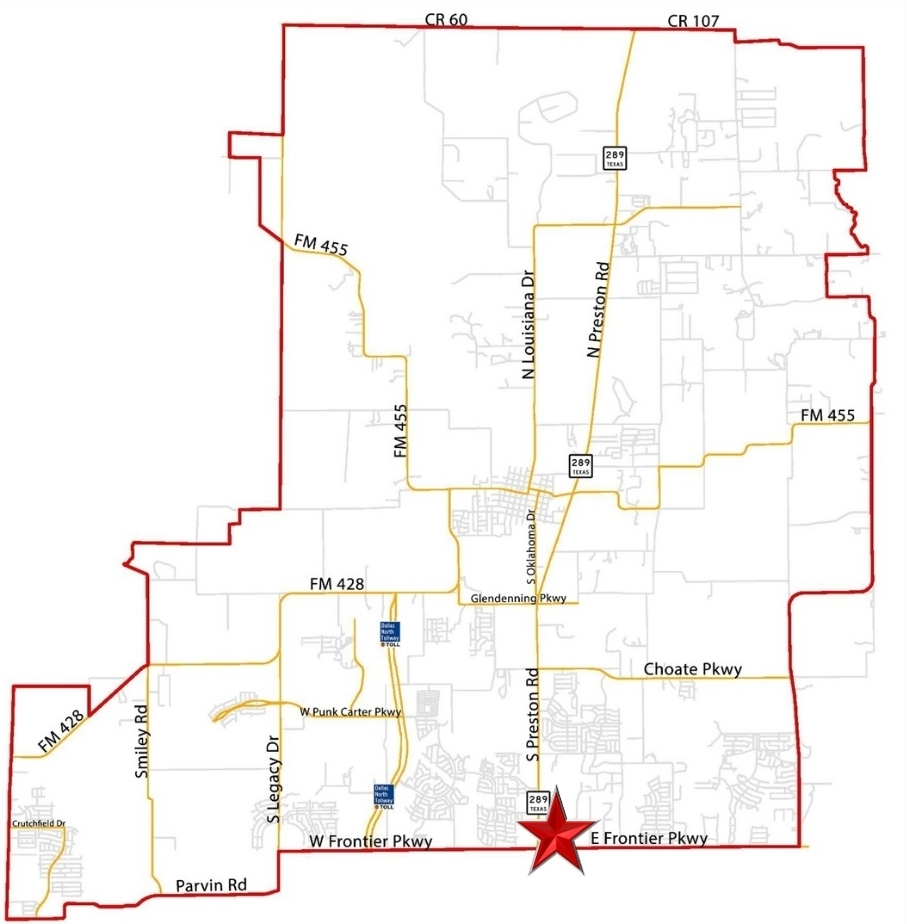


Murphy USA

Specific Use Permit

City Council

April 14, 2026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S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
S Preston Rd
FM 428
Smiley Rd
S Legacy Dr
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

Location Map

The subject property is generally located at the northeast corner of Frontier Parkway and Preston Road



BACKGROUND

- The subject property is approximately 2 acres
- The property is currently within City Limits and has existing zoning from 2004 that allows for C2 – General Commercial
- The applicant desires to operate a gas station

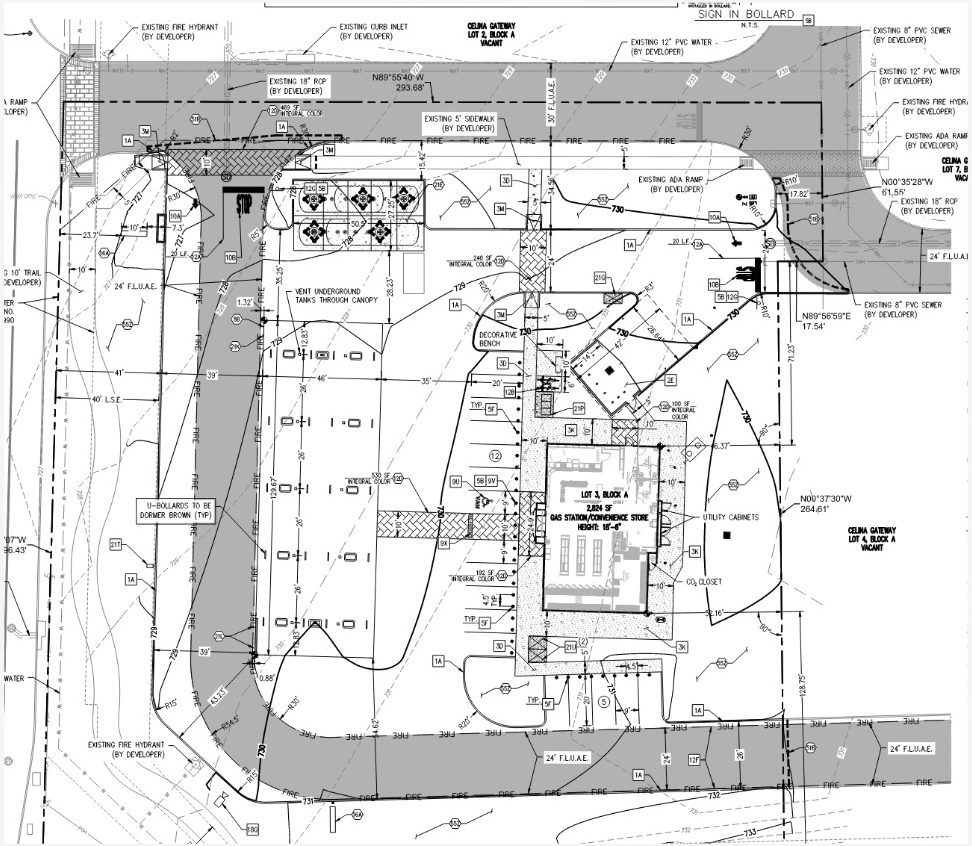
ENTITLEMENT OVERVIEW

- The Zoning Ordinance requires an Auto, Gas Pumps/Fuel Sales, to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the base Commercial zoning district and Preston Road Overlay (PRO)

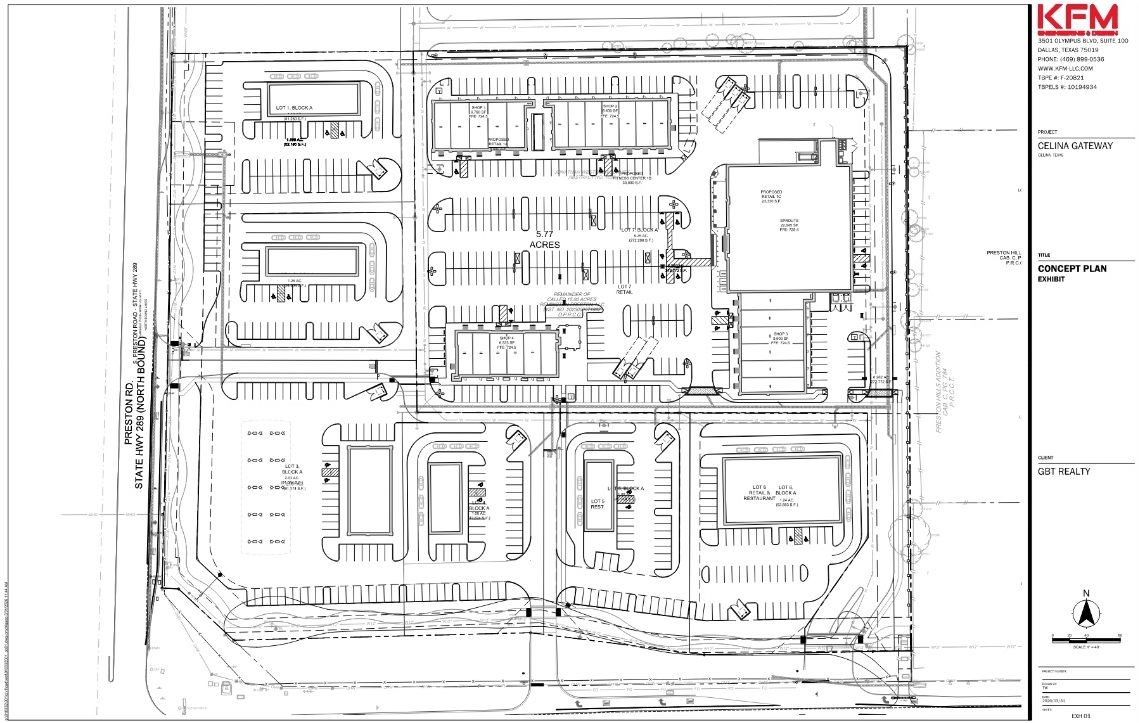
SUP OVERVIEW

- A SUP is required for land uses that the Zoning Ordinance may allow, but uses that are also screened and specially approved for situational suitability
- The purpose of the SUP requirement is to determine the appropriateness of a proposal
- The City has broad discretionary approval of the requested SUP

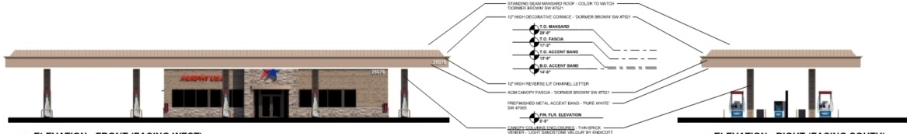
CONCEPT PLAN



CORNER CONCEPT PLAN



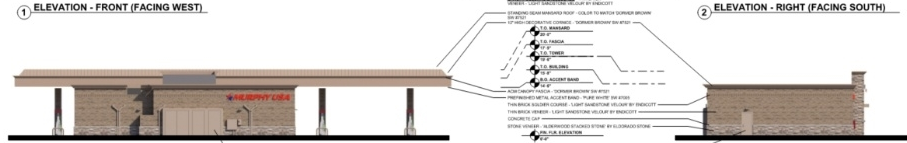
CONCEPTUAL RENDERINGS



1 ELEVATION - FRONT (FACING WEST)



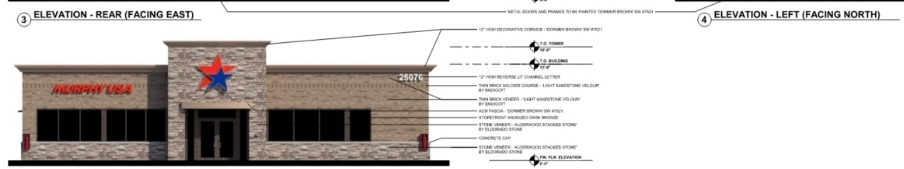
2 ELEVATION - RIGHT (FACING SOUTH)



3 ELEVATION - REAR (FACING EAST)



4 ELEVATION - LEFT (FACING NORTH)



5 ELEVATION - FRONT BUILDING ONLY (FACING WEST)



6 TRASH ENCLOSURE





SIGNAGE COLOR CHART

BUILDING - CHANNEL LETTER SIGNS FURNISHED AND INSTALLED BY THE SIGN VENDOR

MURPHY USA STAR LOGO	BLUE	ORACAL 8500 - 909 MIDDLE BLUE	
	RED	ORACAL 8500 - 031 RED	
	RETURNS	WHITE	
	TYPECAP	WHITE JEWELSTYK	

MONUMENT - PRICE SIGNS FURNISHED AND INSTALLED BY THE SIGN VENDOR

MURPHY USA STAR LOGO	BLUE	3M 3632-157	
	RED	3M 3632-43	
	DIGITS	3M 3630-121	
	CABINET	BLACK	
UNLEADED	RED	3M 3632-73	
	WHITE	3M 3632-20	
	DIGIT	RECOVERITE	
	CABINET	BLACK	
DIESEL	GREEN	3M 3632-26	
	WHITE	3M 3632-20	
	DIGIT	GREEN/WHITE	
	CABINET	BLACK	
ETHANOL FREE	BLUE	3M 3632-157	
	WHITE	3M 3632-20	
	DIGIT	BLUE/WHITE	
	CABINET	BLACK	

7 MONUMENT SIGN

BUILDING & CANOPY SIGNS:	QTY.	HEIGHT	WIDTH	AREA S.F.	TOTAL S.F.
MURPHY USA CHANNEL BLDG LOGO SIGN	1	GRAPHIC AREA		21.41	21.41
MURPHY USA CHANNEL BLDG LOGO SIGN (REAR)	1	GRAPHIC AREA		33.56	33.56
MURPHY USA CHANNEL STAR SIGN	1	GRAPHIC AREA		39.65	39.65
		BUILDING & CANOPY SIGNS TOTAL SIGNAGE :			94.60 S.F.
ADDRESS NUMBERS SIGNS:					
ADDRESS NUMBERS (QTY REQUIRED)	2	12.00"	48.63"	4.05	8.09
		ADDRESS NUMBERS TOTAL SIGNAGE :			8.09 S.F.
MONUMENT SIGN					
MURPHY DOUBLE	2	83.00"	110.00"	45.75	89.49
		MONUMENT SIGNS TOTAL SIGNAGE :			89.49 S.F.
				TOTAL SIGN AREA :	292.29 S.F.

POLICY CONSIDERATIONS

- The City has broad discretionary approval of the requested SUP
- The zoning request is in conformance with the Future Land Use Plan (FLUP)
- The proposed SUP helps diversify the tax base
- Modern design standards ensure an attractive project
- The intersection of two future 6-lane arterials is a common location for the proposed use
- The market demand for additional gas stations is high
- The Master Thoroughfare Plan accommodates the proposed land use

RECOMMENDATION

- The Planning & Zoning Commission recommended approval (5-1), with a dissenting vote from Commissioner Samuelson, at its regular meeting in March
- The dissenting vote wanted to ensure more than a gas station would develop on this corner
- There was no public feedback at the public hearing
- Staff recommends approval as presented



Thank You!



Legend

- Parcels
- Roads
- City Limits
- Subject Property

26-SUP-01 - Murphy USA - Celina Gateway
Location Map

3/2/2026

N W E S

0 190 380

Feet

ORDINANCE 2026-____
MURPHY USA (FRONTIER & PRESTON) - SPECIFIC USE PERMIT (SUP)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 2 ACRE TRACT OF LAND SITUATED IN THE JONATHAN WESTOVER SURVEY, ABSTRACT NO. 1030, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED ON THE NORTHEAST CORNER OF FRONTIER PARKWAY AND PRESTON ROAD, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED COMMERCIAL, OFFICE, AND RETAIL DISTRICT (C) ZONING WITH THE PRESTON ROAD OVERLAY (PRO) AND A SPECIFIC USE PERMIT PROVIDING FOR AN AUTO, GAS PUMPS/FUEL SALES; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, a Specific Use Permit for an "Auto, Gas Pumps/Fuel Sales" use has been requested for the property generally located on the northeast corner of Frontier Parkway and Preston Road, Celina, Texas; and

WHEREAS, the establishment of a Specific Use Permit has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the

City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested Specific Use Permit accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the Specific Use Permit should be granted.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare for its residents.

SECTION 3
SPECIFIC USE PERMIT

A Specific Use Permit is hereby granted to authorize "Auto, Gas Pumps/Fuel Sales" use for the property generally located on the northeast corner of Frontier Parkway and Preston Road, Celina, Texas. Such use shall be consistent and in compliance with the underlying base zoning district. Development of the property shall be subject to the City Regulations, as amended.

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning generally located on the northeast corner of Frontier Parkway and Preston Road, Celina, Texas, with Commercial, Office, & Retail District (C) zoning with the Preston Road Overlay (PRO) and a Specific Use Permit for an "Auto, Gas Pumps/Fuel Sales" use.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the generally located on the northeast corner of Frontier Parkway and Preston Road, Celina, Texas, shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina, as amended.

SECTION 7

PENALTY

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, and each and every day such violation is continued shall be deemed to constitute a separate offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of April 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT A
Legal Description

Being 2.129 acres (92,717 square feet) in the Jonathan Westover survey, abstract no. 1030, city of Celina, Collin county, Texas, and being a portion of a called 14.089-acre tract of land described as “tract 1” in deed to Remington Preston, LLC., recorded in instrument no. 2023000071892 of the official public records of Collin county, Texas, and being more particularly described a follows:

Beginning at a 1/2-inch iron rod with a blue cap stamped “6677” found for the most westerly southwest corner of said “tract 1” and the east line of south Preston road, a variable-width public right-of-way;

Thence north 01 degrees 35 minutes 7 seconds east, with the west line of “tract 1” and the east line of said south Preston road, a distance of 296.43 feet to a calculated point for corner.

Thence north 89 degrees 55 minutes 40 seconds west, a distance of 293.68 feet to a calculated point for corner;

Thence south 00 degrees 35 minutes 28 seconds west, a distance of 61.55 feet to a calculated point for a corner;

Thence south 89 degrees 59 minutes 34 seconds west, a distance of 2.55 feet to a calculated point for corner;

Thence south 00 degrees 37 minutes 30 seconds east, a distance of 264.61 feet to a calculated point for corner in the south line of “tract 1” and the north line of east frontier parkway, a variable-width public right-of-way, from which a 1/2-inch pink capped iron rod found for an angle point in the south line of said “tract 1” and the north line of said east frontier parkway, bears north 88 degrees 32 minutes 39 seconds, a distance of 229.10 feet;

Thence south 88 degrees 32 minutes 39 seconds, with the south line of “tract 1” and the north line east frontier parkway, a distance of 202.18 feet to a 5/8-inch iron rod found for the southern end of a corner clip at the intersection of the north line of said east frontier parkway and the east line of said south Preston road;

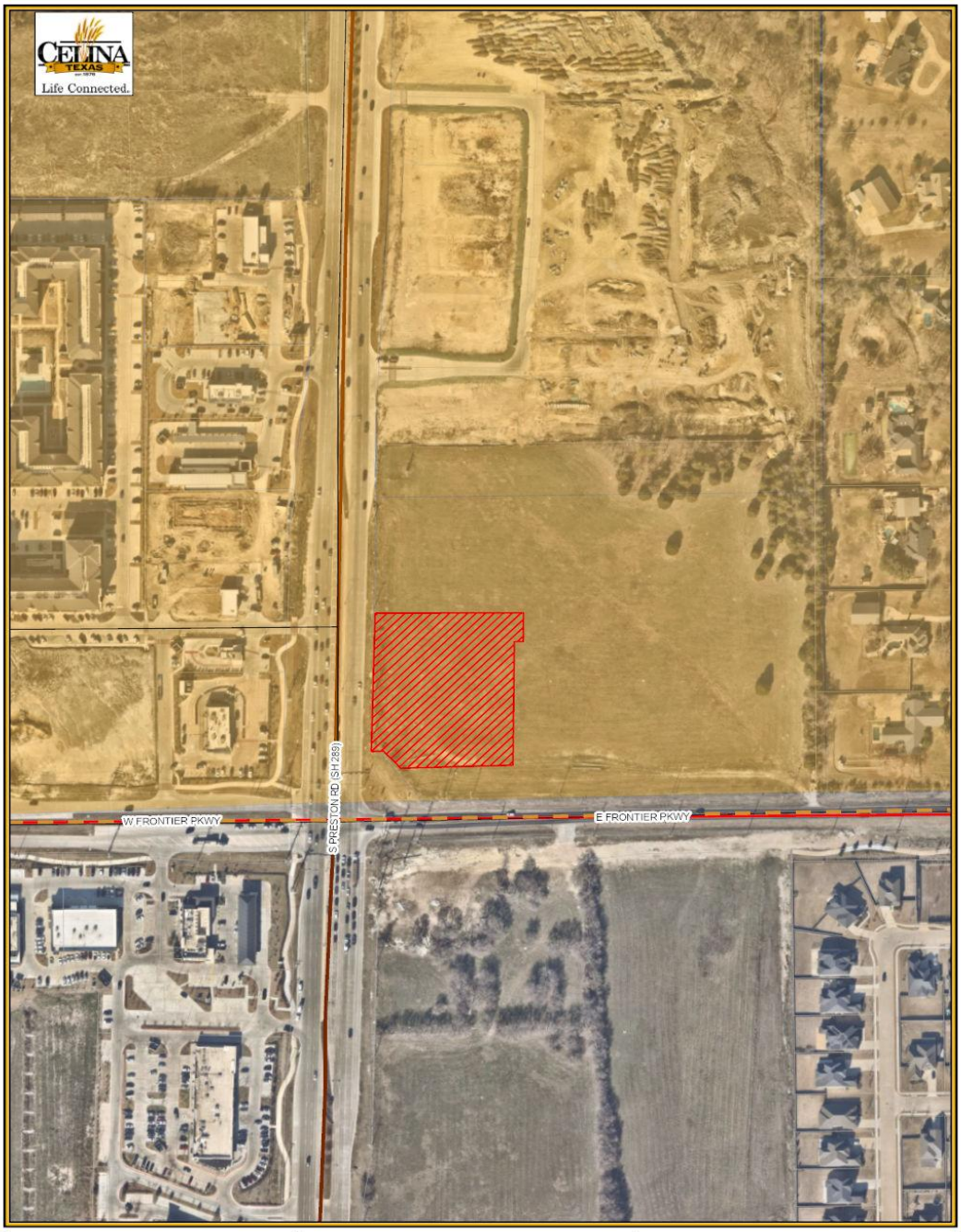
Thence north 43 degrees 04 minutes 41 seconds west, with said corner clip, a distance 50.22 feet to a 1/2-inch iron rod found for the northern end of said corner clip;

Thence north 88 degrees 27 minutes 49 seconds west, with a south line of said “tract 1”, a distance of 24.50 feet;

Thence north 01 degrees 35 minutes 7 seconds east to the point of beginning and containing 2.129 acres (92,717 square feet) more or less.

EXHIBIT B

Depiction of Property



Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance on the voluntary annexation of approximately eight (8) acres; generally located west of FM 455 (future Legacy Drive) and approximately 650 feet north of future O'Brien Drive, within the Extraterritorial Jurisdiction (ETJ), for Yellow Door Storage. (Mohan)

Background Information:
The subject property is approximately eight (8) acres and is currently located within the Extraterritorial Jurisdiction (ETJ), with a pre-annexation agreement that expires in August 2035. The City Council approved a Development Agreement for the subject property in March 2025, which outlines the future zoning and annexation of the site. The governing agreement allows for commercial uses along the frontage, with mini-warehouse/self-storage permitted in the rear portion of the property. The applicant is proposing to annex the property into the City limits and zone it to a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C), while allowing mini-warehouse/self-storage as a permitted use in the rear of the property. In accordance with the Development Agreement, the front 300 feet of the property is reserved for commercial uses.

The following two agenda items, including this one, comprise one project on the agenda, per the below:

Annexation (Public Hearing) - Voluntary annexation of the subject property
Zoning (Public Hearing) - Zoning the property for future development

The associated annexation will bring approximately eight (8) acres into the City limits. The proposed layout maintains the hard corner of O'Brien Road and Legacy Drive for higher-value retail opportunities, while placing storage behind commercial uses, which is appropriate for a property of this depth. Storage is generally considered a compatible land use adjacent to single-

family neighborhoods and tends to operate as a low-impact neighbor. The request is consistent with the previously approved Development Agreement.

On the associated zoning item, one speaker at the Planning & Zoning Commission public hearing expressed concerns regarding potential two-story units with windows overlooking his property. However, the only proposed two-story structure is the front office building, which is located approximately 400 feet from the rear property line and does not include windows facing the adjacent single-family property. Additional concerns were raised regarding lighting and setbacks. Storage developments do not typically generate lighting complaints, and all City design standards will apply. The speaker also noted that the proposed 40-foot setback was insufficient, though regional standards are typically closer to 10 feet. The speaker had no objections to the proposed land use itself.

The Planning & Zoning Commission unanimously recommended approval (6-0) at its regular meeting in March. Staff recommends approval as presented.

Legal Review:
This annexation Ordinance follows a standard template approved by the City Attorney's Office.

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

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

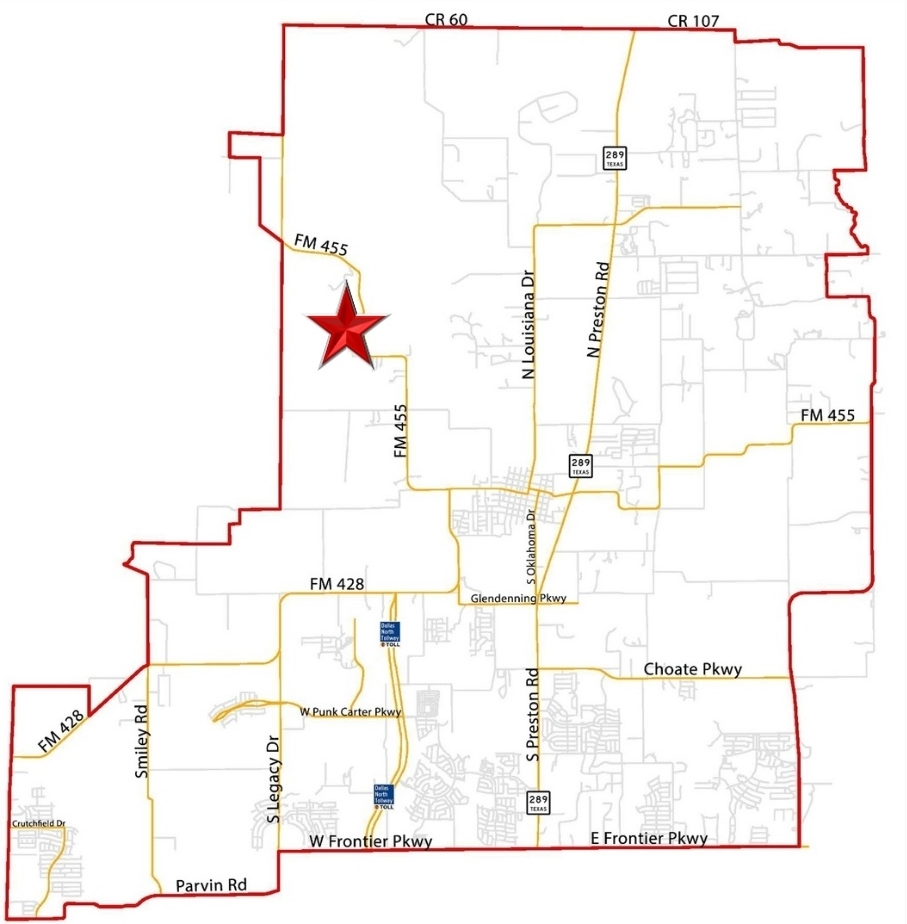


Yellow Door Storage

Annexation & PD Zoning

City Council

April 14, 2026


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

Location Map

The subject property is generally located along W FM 455 (future Legacy Drive) and approximately 650 feet north of future O'Brien Drive



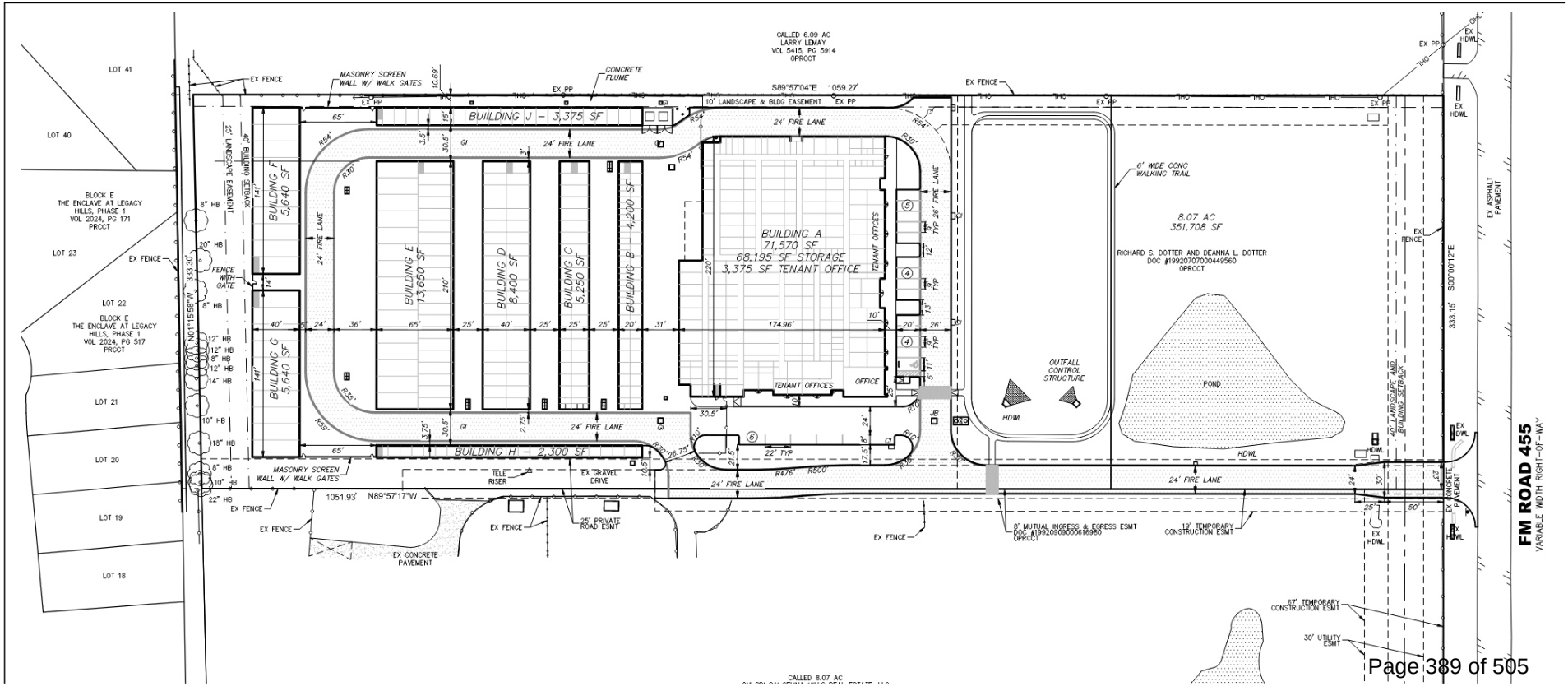
BACKGROUND

- The City Council approved a Development Agreement for the subject property in March 2025 that outlined its future zoning and annexation
- The subject property is approximately 8 acres, located in the Extraterritorial Jurisdiction (ETJ) with a pre-annexation that expires in August 2035
- The governing agreement allows Commercial along the frontage with Mini-Warehouse/Self-Storage in the back

PROJECT OVERVIEW

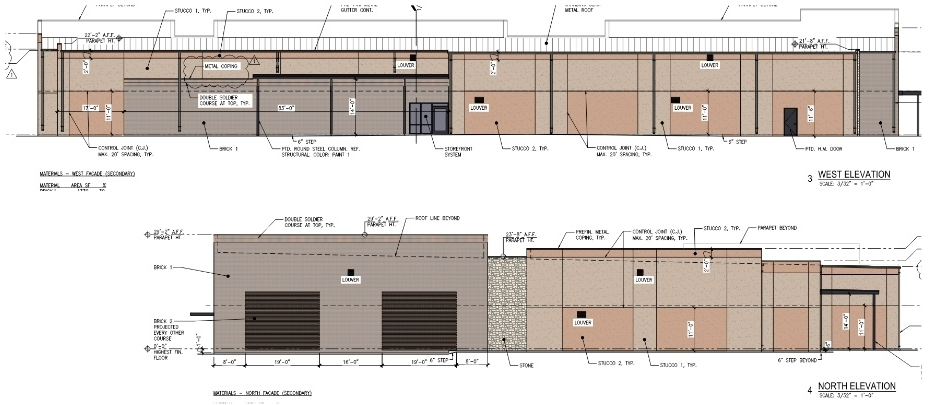
- The Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C) base zoning, with Mini Warehouse/Self-Storage being a permitted use in the rear of the property
- The front 300’ is reserved for Commercial uses, as per the governing Development Agreement

CONCEPT PLAN



CONCEPTUAL RENDERINGS - BUILDING





CONCEPTUAL RENDERINGS - BUILDING

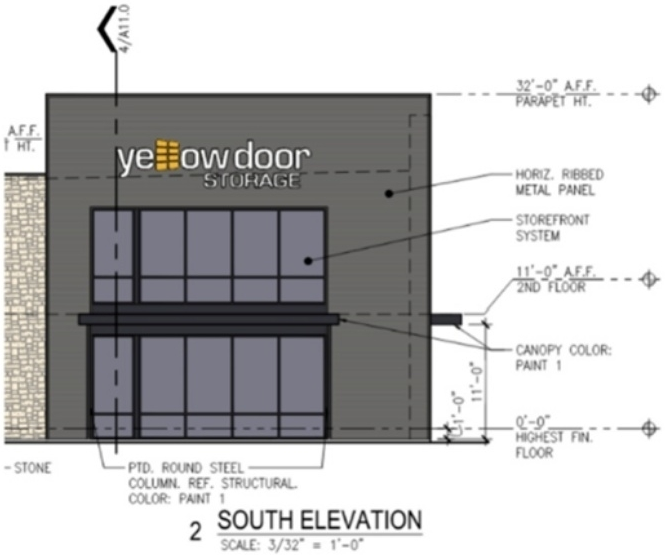


FIGURE 1



FIGURE 2

CONCEPTUAL RENDERING - STORAGE

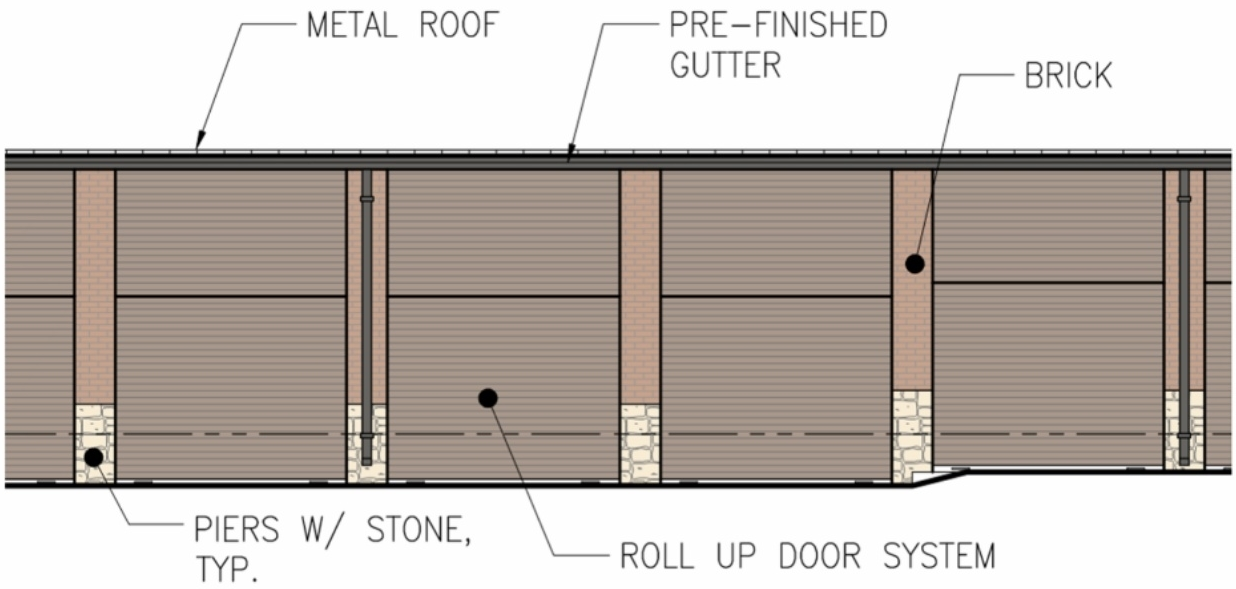


FIGURE 3

POLICY CONSIDERATIONS

- The associated annexation brings 8 acres into the City Limits
- Storage is an appropriate land use behind commercial for a property this deep
- The hard corner of O'Brien and Legacy is not impacted by this request and is kept whole for higher value retail options
- Storage tends to be a good neighbor to adjacent single-family neighborhoods
- The request is in conformance with the previously approved Development Agreement

P&Z PUBLIC HEARING

- One speaker expressed concerns about potential two-story units with windows overlooking his property. However, the only two-story structure is the front office building, which is located approximately 400 feet from the rear property line and does not include windows facing the adjacent single-family property.
- The speaker shared concerns on lighting. Storage projects do not generally generate lighting complaints. Celina's design standards apply to the project.
- The speaker stated that the 40' setback was insufficient. Regional standard is 10'.
- The speaker did note that he had no objection to the land use.

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (6-0) at its regular meeting in March
- Staff recommends approval as presented



Thank You!



Legend

- City Limits
- Roads
- Parcels
- Subject Property

25-Z-05 - Yellow Door Storage Location Map

City of Celina

3/3/2026

N
W E
S

0 235 470

Feet

ORDINANCE NO. 2026-_____
YELLOW DOOR STORAGE

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 8 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED WEST OF FM 455 (FUTURE LEGACY DRIVE) AND APPROXIMATELY 650 FEET NORTH OF FUTURE O'BRIEN DRIVE, 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 14th day of April, 2026, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 27th day of March, 2026, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of April 2026.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

LEGAL DESCRIPTION

Being a 8.07 acre tract of land out of the John Ragsdale Survey, Abstract No. 735, situated in the City of Celina, Collin County, Texas, being all of that certain tract of land conveyed to Richard S. Dotter and Deanna L. Dotter by deed of record in Document Number 19920707000449560 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with yellow plastic cap stamped "JE SMITH 2700" found in the West right-of-way line of Farm-to-Market Road 455 (a variable width right-of-way), being the Northeast corner of a called 8.024 acre tract of land conveyed to OM SRI SAI Celina Hills Real Estate, LLC and SRK Realty Group, LLC by deed of record in Document Number 2024000050197 of said Official Public Records, also being the Southeast corner of a called 8.07 acre tract of land conveyed to OM SRI SAI Celina Hills Real Estate, LLC by deed of record in Document Number 2023000134588 of said Official Public Records;

THENCE, along the West right-of-way line of said Farm-to-Market Road 455, being the common East line of said 8.07 acre tract, the following two (2) courses and distances:

1. N00°03'05"W, a distance of 158.79 feet to a 1/2 inch iron rod found;
2. N00°00'12"W, a distance of 165.70 to an "X" cut set at the Northeast corner of said 8.07 acre tract, being the Southeast corner of said Dotter Tract, for the **POINT OF BEGINNING**;

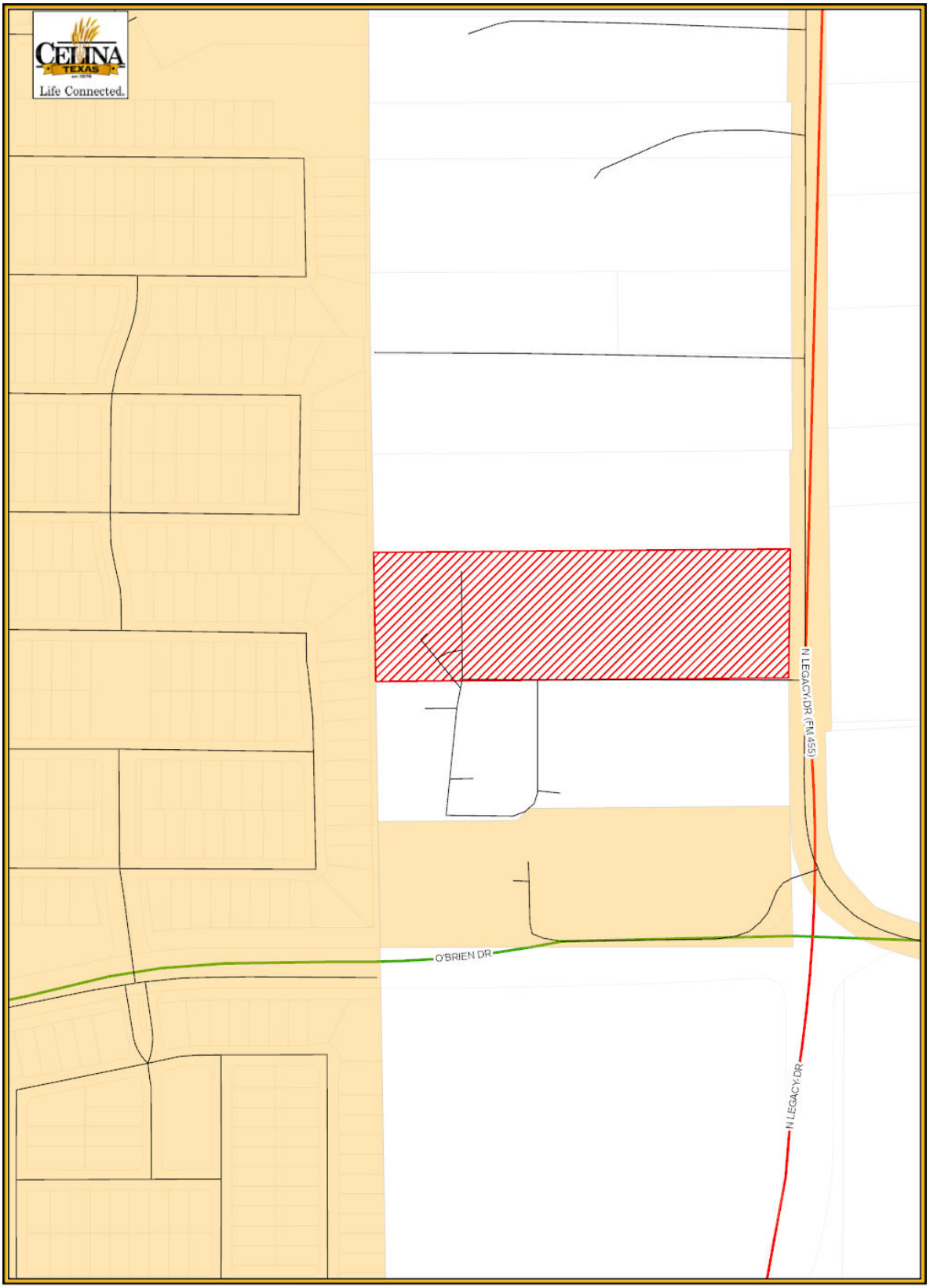
THENCE, N89°57'17"W, leaving the West right-of-way line of said Farm-to-Market Road 455, along the North line of said 8.07 acre tract, being the common South line of said Dotter Tract, a distance of 1,051.93 feet to a 1/2 inch iron rod found in the East line of Lot 58X of The Enclave at Legacy Hills, Phase 1, a subdivision of record in Volume 2024, Page 171 of the Plat Records of Collin County, Texas, being the Northwest corner of said 8.07 acre tract, also being the Southwest corner of said Dotter Tract;

THENCE, N01°15'58"W, along the East line of said Lot 58X, being the common West line of said Dotter Tract, a distance of 333.30 feet to a 1/2 inch iron with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of a called 6.09 acre tract of land conveyed to Larry Lemay by deed of record in Volume 5415, Page 5914 of said Official Public Records, being the Northwest corner of said Dotter Tract, from which a 1/2 inch iron rod found at the Northwest corner of said 6.09 acre tract bears, N00°46'08"W, a distance of 249.21 feet;

THENCE, S89°57'04"E, leaving the East line of said Lot 58X, along the South line of said 6.09 acre tract, being the common North line of said Dotter Tract, a distance of 1,059.27 feet to a 1/2 inch iron with green plastic cap stamped "EAGLE SURVEYING" set in the West

right-of-way line of said Farm-to-Market Road 455, being the Southeast corner of said 6.09 acre tract, also being the Northeast corner of said Dotter Tract;

THENCE, S00°00'12"E, along the West right-of-way line of said Farm-to-Market Road 455, being the common East line of said Dotter Tract, a distance of 333.15 feet to the **POINT OF BEGINNING** and containing an area of 8.07 acres (351,708 square feet) of land, more or less.



Legend

- City Limits
- Roads
- Parcels
- Subject Property

25-Z-05 - Yellow Door Storage
Location Map
City of Celina

3/3/2026

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Exhibit "B"

Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level

consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility.

Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of

existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than

were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately eight (8) acres to a Planned Development (PD) with Commercial, Office, and Retail District (C) base zoning, and modified development standards; generally located west of FM 455 (future Legacy Drive) and approximately 650 feet north of future O'Brien Drive, for Yellow Door Storage. (Mohan)

Background Information:
The subject property is approximately eight (8) acres and is currently located within the Extraterritorial Jurisdiction (ETJ), with a pre-annexation agreement that expires in August 2035. The City Council approved a Development Agreement for the subject property in March 2025, which outlines the future zoning and annexation of the site. The governing agreement allows for commercial uses along the frontage, with mini-warehouse/self-storage permitted in the rear portion of the property. The applicant is proposing to annex the property into the City limits and zone it to a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C), while allowing mini-warehouse/self-storage as a permitted use in the rear of the property. In accordance with the Development Agreement, the front 300 feet of the property is reserved for commercial uses.

The following two agenda items, including this one, comprise one project on the agenda, per the below:

Annexation (Public Hearing) - Voluntary annexation of the subject property
Zoning (Public Hearing) - Zoning the property for future development

The associated annexation will bring approximately eight (8) acres into the City limits. The proposed layout maintains the hard corner of O'Brien Road and Legacy Drive for higher-value retail opportunities, while placing storage behind commercial uses, which is appropriate for a

property of this depth. Storage is generally considered a compatible land use adjacent to single-family neighborhoods and tends to operate as a low-impact neighbor. The request is consistent with the previously approved Development Agreement.

One speaker at the Planning & Zoning Commission public hearing expressed concerns regarding potential two-story units with windows overlooking his property. However, the only proposed two-story structure is the front office building, which is located approximately 400 feet from the rear property line and does not include windows facing the adjacent single-family property. Additional concerns were raised regarding lighting and setbacks. Storage developments do not typically generate lighting complaints, and all City design standards will apply. The speaker also noted that the proposed 40-foot setback was insufficient, though regional standards are typically closer to 10 feet. The speaker had no objections to the proposed land use itself.

The Planning & Zoning Commission unanimously recommended approval (6-0) at its regular meeting in March. Staff recommends approval as presented.

Legal Review:
This zoning Ordinance follows a standard template approved by the City Attorney's Office.

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

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

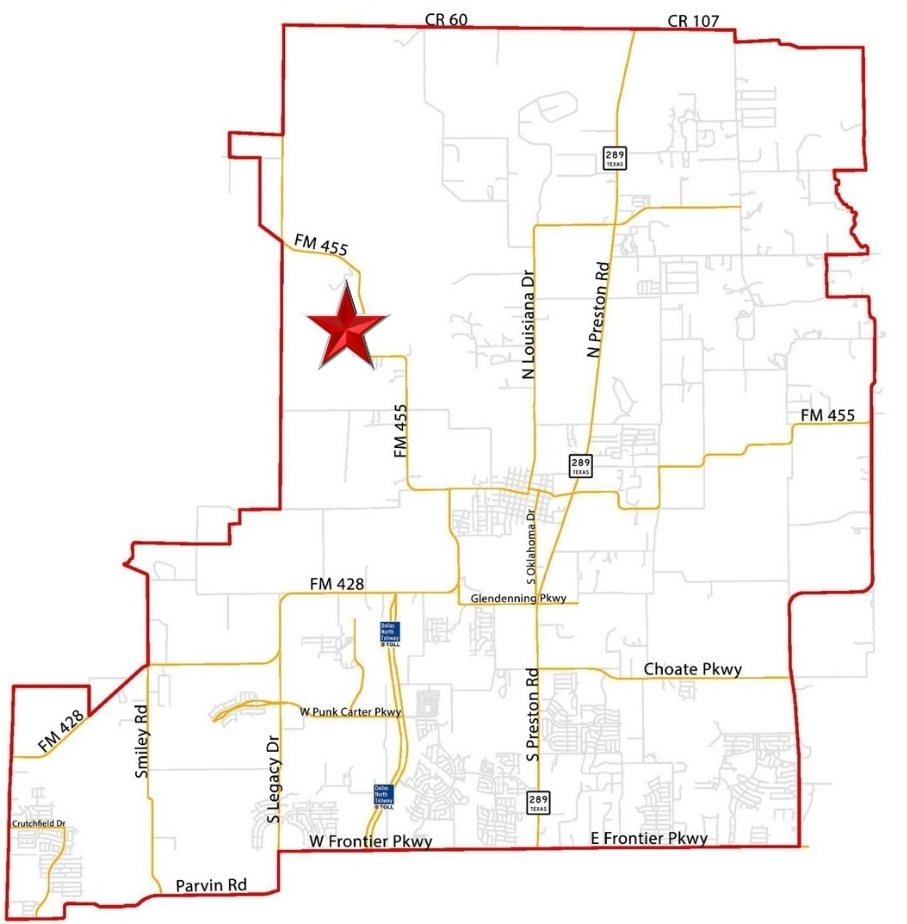


Yellow Door Storage

Annexation & PD Zoning

City Council

April 14, 2026


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

Location Map

The subject property is generally located along W FM 455 (future Legacy Drive) and approximately 650 feet north of future O'Brien Drive



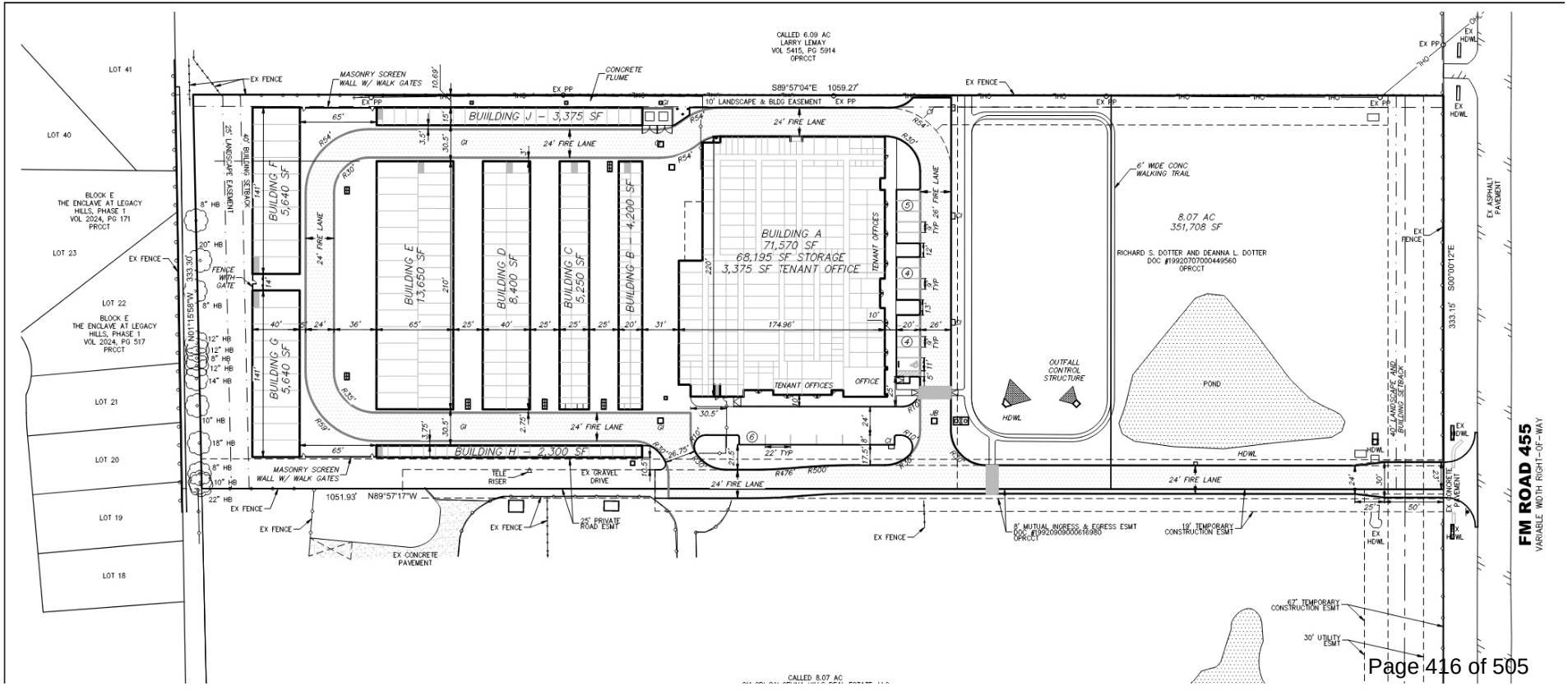
BACKGROUND

- The City Council approved a Development Agreement for the subject property in March 2025 that outlined its future zoning and annexation
- The subject property is approximately 8 acres, located in the Extraterritorial Jurisdiction (ETJ) with a pre-annexation that expires in August 2035
- The governing agreement allows Commercial along the frontage with Mini-Warehouse/Self-Storage in the back

PROJECT OVERVIEW

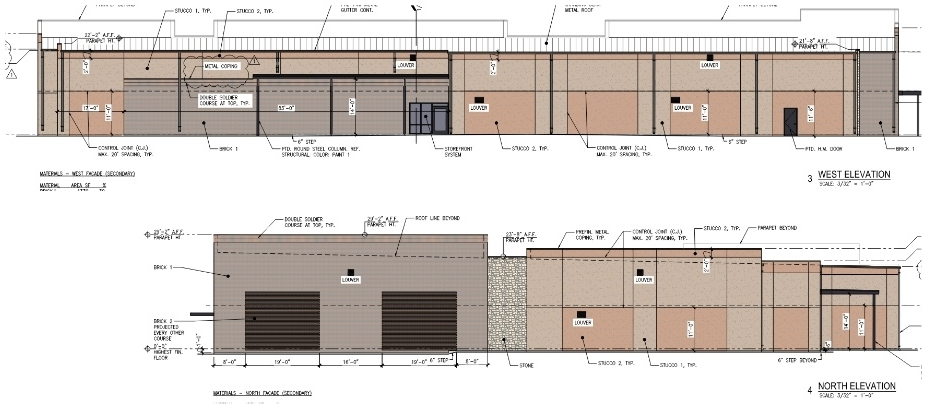
- The Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C) base zoning, with Mini Warehouse/Self-Storage being a permitted use in the rear of the property
- The front 300’ is reserved for Commercial uses, as per the governing Development Agreement

CONCEPT PLAN



CONCEPTUAL RENDERINGS - BUILDING





CONCEPTUAL RENDERINGS - BUILDING

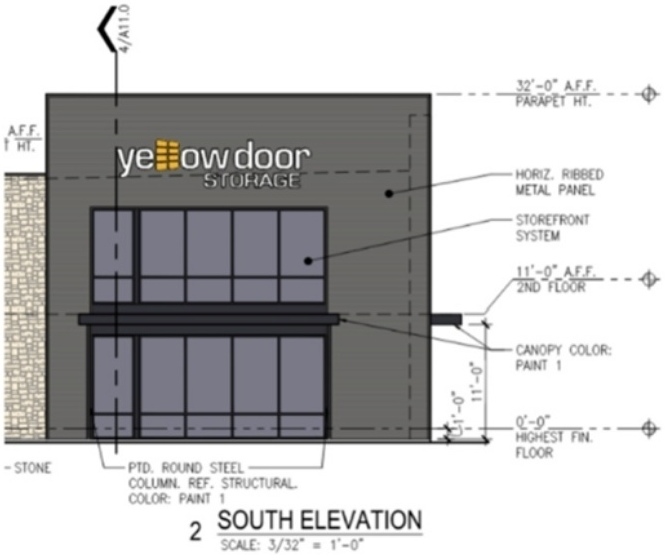


FIGURE 1



FIGURE 2

CONCEPTUAL RENDERING - STORAGE

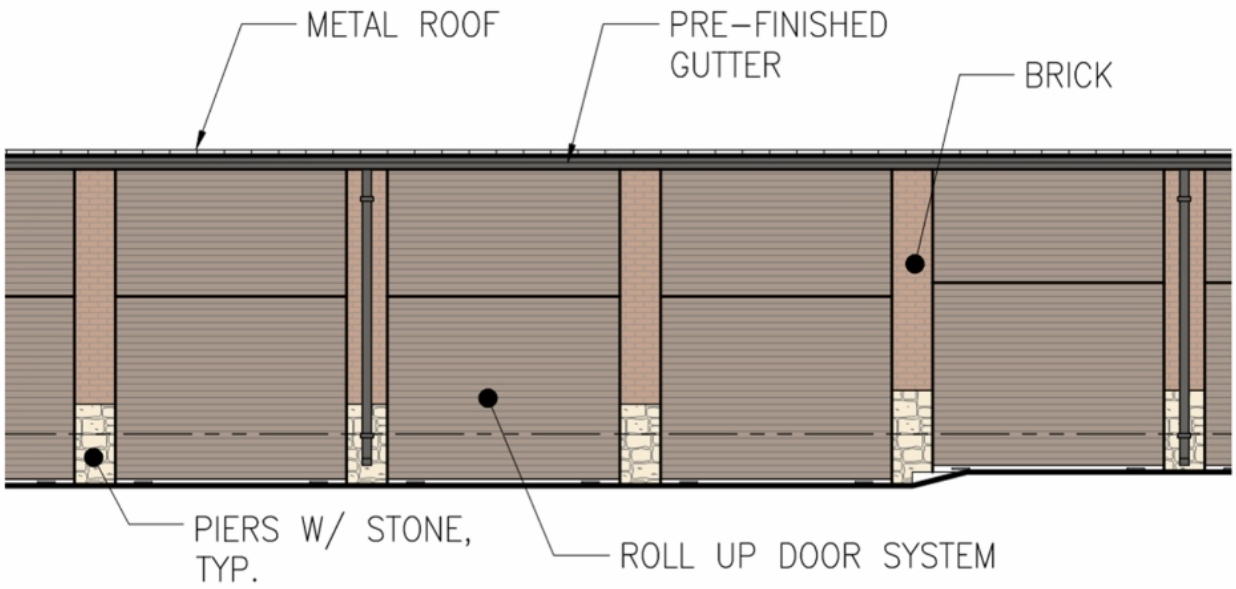


FIGURE 3

POLICY CONSIDERATIONS

- The associated annexation brings 8 acres into the City Limits
- Storage is an appropriate land use behind commercial for a property this deep
- The hard corner of O'Brien and Legacy is not impacted by this request and is kept whole for higher value retail options
- Storage tends to be a good neighbor to adjacent single-family neighborhoods
- The request is in conformance with the previously approved Development Agreement

P&Z PUBLIC HEARING

- One speaker expressed concerns about potential two-story units with windows overlooking his property. However, the only two-story structure is the front office building, which is located approximately 400 feet from the rear property line and does not include windows facing the adjacent single-family property.
- The speaker shared concerns on lighting. Storage projects do not generally generate lighting complaints. Celina's design standards apply to the project.
- The speaker stated that the 40' setback was insufficient. Regional standard is 10'.
- The speaker did note that he had no objection to the land use.

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (6-0) at its regular meeting in March
- Staff recommends approval as presented



Thank You!



Legend

- City Limits
- Roads
- Parcels
- Subject Property

25-Z-05 - Yellow Door Storage Location Map

City of Celina

3/3/2026

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ORDINANCE NO. 2026-_____
YELLOW DOOR STORAGE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 8 ACRES LOCATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 735, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF FM 455 (FUTURE LEGACY DRIVE) AND APPROXIMATELY 650 FEET NORTH OF FUTURE O'BRIEN DRIVE; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO "PD" PLANNED DEVELOPMENT DISTRICT NO. 164 WITH A BASE ZONING OF COMMERCIAL, OFFICE, AND RETAIL DISTRICT (C), WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT STANDARDS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Standards, set forth in Exhibits "C" and "D", respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district standards.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety, and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as a "PD" Planned Development District No. 164 with a base zoning of Commercial, Office, and Retail District (C), with modified development standards, and is subject to the following PD standards, which exhibits are incorporated as if fully set forth herein:

Exhibit A:	Legal Description
Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Development Standards

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein as PD No. 164 with a base zoning of Commercial, Office, and Retail District (C), with modified development standards, and incorporates the Concept Plan and Development Standards, attached hereto as Exhibit "C" and "D" respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of April 2026.

CITY OF CELNA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description

Being a 8.07 acre tract of land out of the John Ragsdale Survey, Abstract No. 735, situated

right-of-way line of said Farm-to-Market Road 455, being the Southeast corner of said 6.09 acre tract, also being the Northeast corner of said Dotter Tract;

THENCE, S00°00'12"E, along the West right-of-way line of said Farm-to-Market Road 455, being the common East line of said Dotter Tract, a distance of 333.15 feet to the **POINT OF BEGINNING** and containing an area of 8.07 acres (351,708 square feet) of land, more or less.

way), being the Northeast corner of a called 8.024 acre tract of land conveyed to OM SRI SAI Celina Hills Real Estate, LLC and SRK Realty Group, LLC by deed of record in Document Number 2024000050197 of said Official Public Records, also being the Southeast corner of a called 8.07 acre tract of land conveyed to OM SRI SAI Celina Hills Real Estate, LLC by deed of record in Document Number 2023000134588 of said Official Public Records;

THENCE, along the West right-of-way line of said Farm-to-Market Road 455, being the common East line of said 8.07 acre tract, the following two (2) courses and distances:

1. N00°03’05”W, a distance of 158.79 feet to a 1/2 inch iron rod found;
2. N00°00’12”W, a distance of 165.70 to an “X” cut set at the Northeast corner of said 8.07 acre tract, being the Southeast corner of said Dotter Tract, for the **POINT OF BEGINNING**;

THENCE, N89°57'17"W, leaving the West right-of-way line of said Farm-to-Market Road 455, along the North line of said 8.07 acre tract, being the common South line of said Dotter Tract, a distance of 1,051.93 feet to a 1/2 inch iron rod found in the East line of Lot 58X of The Enclave at Legacy Hills, Phase 1, a subdivision of record in Volume 2024, Page 171 of the Plat Records of Collin County, Texas, being the Northwest corner of said 8.07 acre tract, also being the Southwest corner of said Dotter Tract;

THENCE, N01°15'58"W, along the East line of said Lot 58X, being the common West line of said Dotter Tract, a distance of 333.30 feet to a 1/2 inch iron with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of a called 6.09 acre tract of land conveyed to Larry Lemay by deed of record in Volume 5415, Page 5914 of said Official Public Records, being the Northwest corner of said Dotter Tract, from which a 1/2 inch iron rod found at the Northwest corner of said 6.09 acre tract bears, N00°46’08”W, a distance of 249.21 feet;

THENCE, S89°57'04"E, leaving the East line of said Lot 58X, along the South line of said 6.09 acre tract, being the common North line of said Dotter Tract, a distance of 1,059.27 feet to a 1/2 inch iron with green plastic cap stamped "EAGLE SURVEYING" set in the West

Exhibit B
Depiction of Property

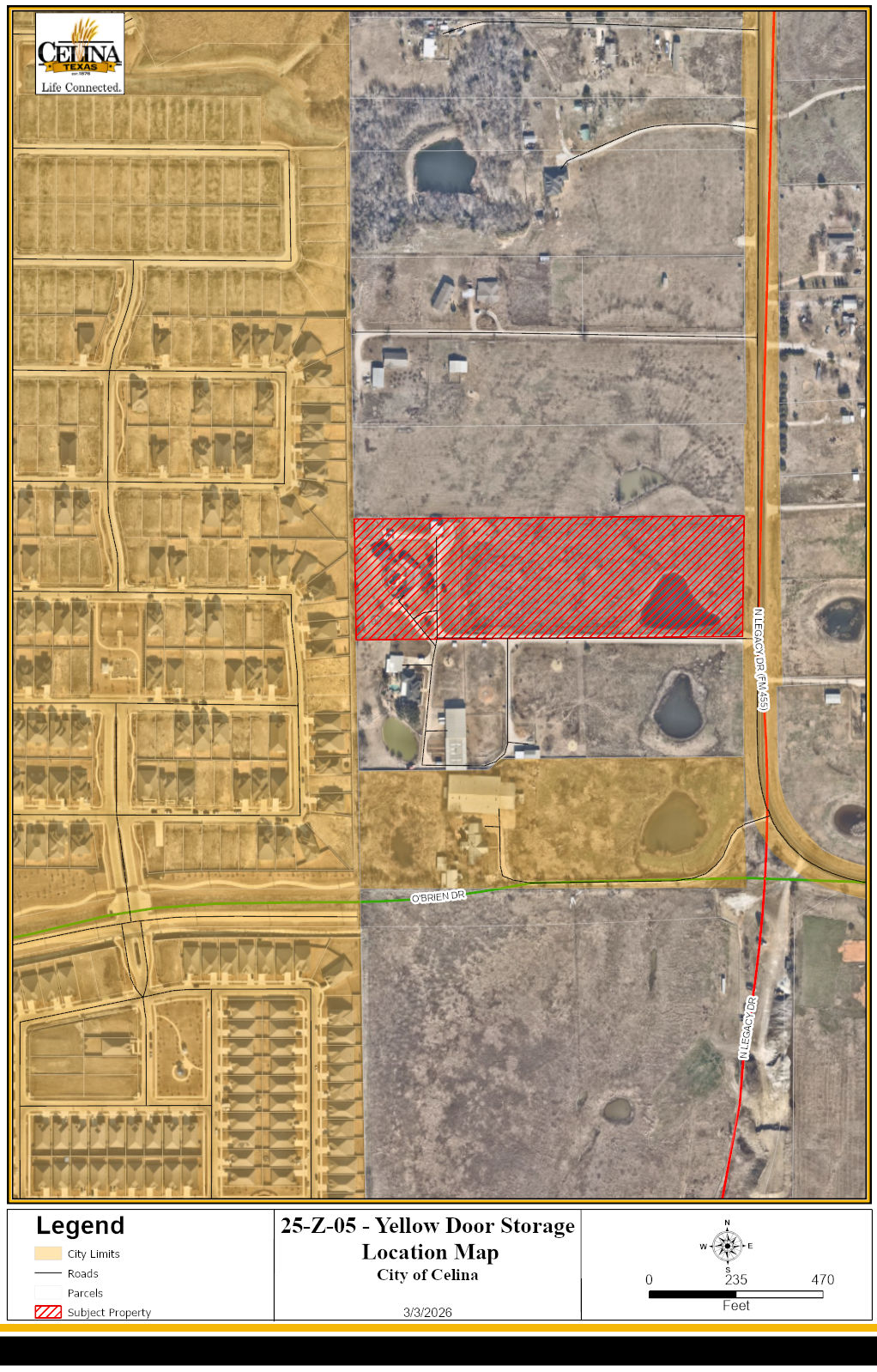


Exhibit C
Concept Plan

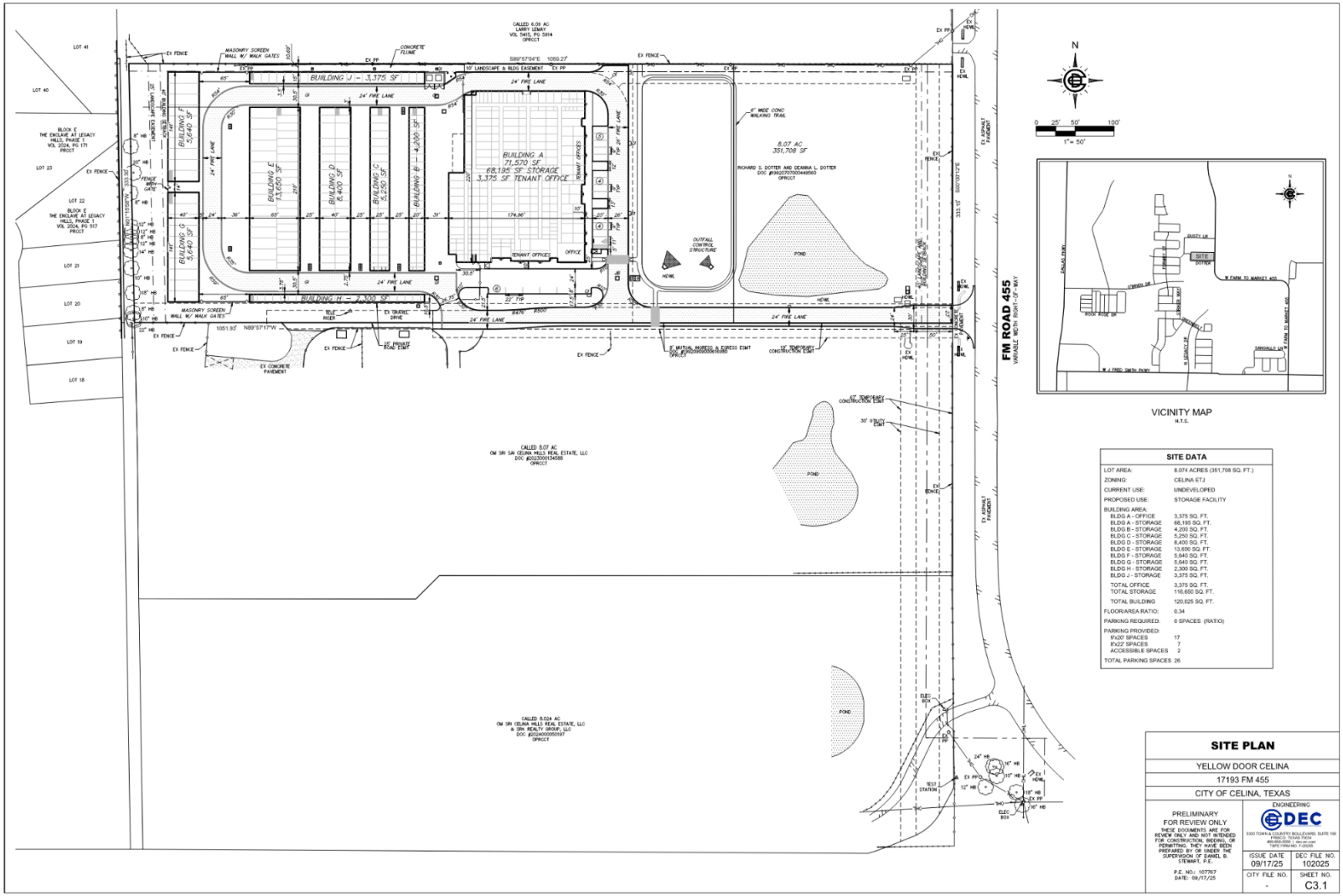

BUILDING J – 3,375 SF
BUILDING F 5,640 SF
BUILDING E 13,650 SF
BUILDING D 6,400 SF
BUILDING C 5,250 SF
BUILDING B – 4,200 SF
BUILDING A 71,570 SF
68,195 SF STORAGE
3,375 SF TENANT OFFICE
BUILDING G 5,640 SF
BUILDING H – 2,300 SF
8.07 AC 351,708 SF
POND
FM ROAD 455
VARIABLE WIDTH RIGHT-OF-WAY
N
0 25' 50' 100'
1" = 50'
SITE DATA
LOT AREA: 8.074 ACRES (351,708 SQ. FT.)
ZONING: CELINA ETJ
CURRENT USE: UNDEVELOPED
PROPOSED USE: STORAGE FACILITY
BUILDING AREA:
BLDG A - OFFICE 3,375 SQ. FT.
BLDG A - STORAGE 68,195 SQ. FT.
BLDG B - STORAGE 4,200 SQ. FT.
BLDG C - STORAGE 5,250 SQ. FT.
BLDG D - STORAGE 6,400 SQ. FT.
BLDG E - STORAGE 13,650 SQ. FT.
BLDG F - STORAGE 5,640 SQ. FT.
BLDG G - STORAGE 5,640 SQ. FT.
BLDG H - STORAGE 2,300 SQ. FT.
BLDG J - STORAGE 3,375 SQ. FT.
TOTAL OFFICE 3,375 SQ. FT.
TOTAL STORAGE 116,650 SQ. FT.
TOTAL BUILDING 120,025 SQ. FT.
FLOOR/AREA RATIO: 0.34
PARKING REQUIRED: 6 SPACES (RATIO)
PARKING PROVIDED:
9'x20' SPACES 17
8'x22' SPACES 7
ACCESSIBLE SPACES 2
TOTAL PARKING SPACES 26
VICINITY MAP
N.T.S.
SITE PLAN
YELLOW DOOR CELINA
17193 FM 455
CITY OF CELINA, TEXAS
PRELIMINARY
FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMITTING. THEY HAVE BEEN PREPARED BY OR UNDER THE SUPERVISION OF DANIEL B. STEWART, P.E.
P.E. NO.: 107767
DATE: 09/17/25
ENGINEERING
DEC
5100 TOWN & COUNTRY BOULEVARD, SUITE 150
FRISCO, TEXAS 75034
469-555-0552 | dec-er.com
TBPE FIRM NO. F-12035
ISSUE DATE 09/17/25
DEC FILE NO. 102025
CITY FILE NO. -
SHEET NO. C3.1

Exhibit D
Development Standards

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Commercial, Office, & Retail District (C) base zoning, with the following modified regulations:

1. The subject property shall generally develop per the attached Zoning Exhibit, which reserves the first 300' as Commercial.
2. Nothing on the Zoning Exhibit precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation.
3. The following land use is permitted by right on the back portion of the subject property, as shown on the Zoning Exhibit: Mini-Warehouse/Self-Storage.
4. The building exteriors, including color regulations, shall conform to the architectural standards of the Zoning Ordinance, as it exists or may be amended.

Life Connected.

Planning
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Dusty McAfee, Director of Development Services
CC: Robert Ranc, City Manager
Date: April 14, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending an approximate 28 acre portion of Planned Development (PD) No. 122 with modified development standards; generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway, within the City limits, for Uptown Commerce Center. (McAfee)

Background Information:
The applicant is requesting to amend Planned Development (PD) No. 122 to modify development standards for the Uptown Commerce Center. The subject property is approximately 28 acres and is generally located at the southwest corner of Louisiana Drive and future J. Fred Smith Parkway.

The property is currently within City limits and was zoned in 2021 as Planned Development (PD) No. 122. The existing PD designates this tract as Area E, allowing a mix of single-family (attached and detached) and multifamily residential uses, along with up to 20% Flex Use (which includes Community Facilities; Commercial, Office, & Retail; and Industrial uses). The existing PD also allows for up to 750 multifamily units (MF-0, MF-2, and/or MF-3) within Uptown.

The applicant is proposing to amend the Planned Development to allow up to 100% Flex Use across the entire 28-acre site in order to develop a commerce center consisting of light industrial and commercial buildings. This request would eliminate all previously entitled multifamily residential uses from the subject property.

Policy Considerations:

- Provides opportunities for office, service, and light industrial tenants
- Eliminates multifamily entitlement from the subject property

- The FLUP (Future Land Use Plan) shows this area reserved for Connected Core development
- Neighboring properties:
    - North (heavy equipment/storage)
    - South (Future Florida Dr. and multifamily)
    - West (SF-A, multifamily, or industrial)
    - East (Louisiana Dr. and industrial properties)

The Planning & Zoning Commission unanimously recommended approval (6-0) at its regular meeting in March. There was no public feedback at the Public Hearing. Staff recommends approval as presented.

Legal Review:
N/A

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

Financial Consideration:
N/A

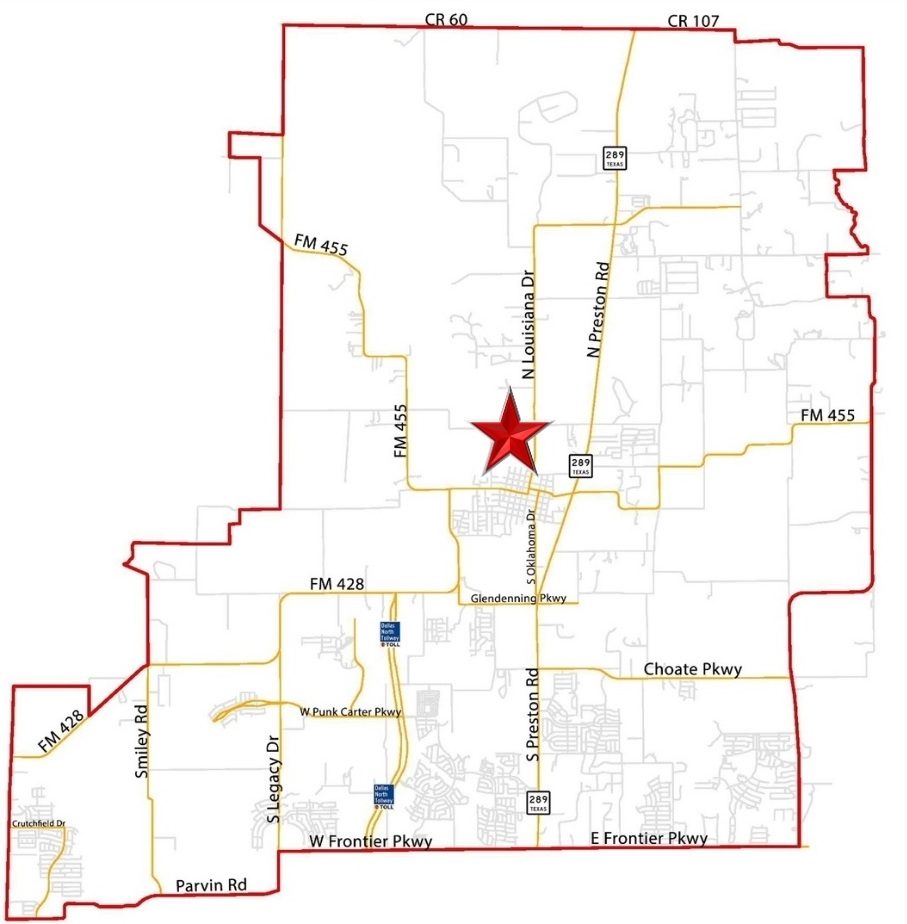
Staff Recommendation:
Staff recommends approval as presented.



Uptown Commerce Center

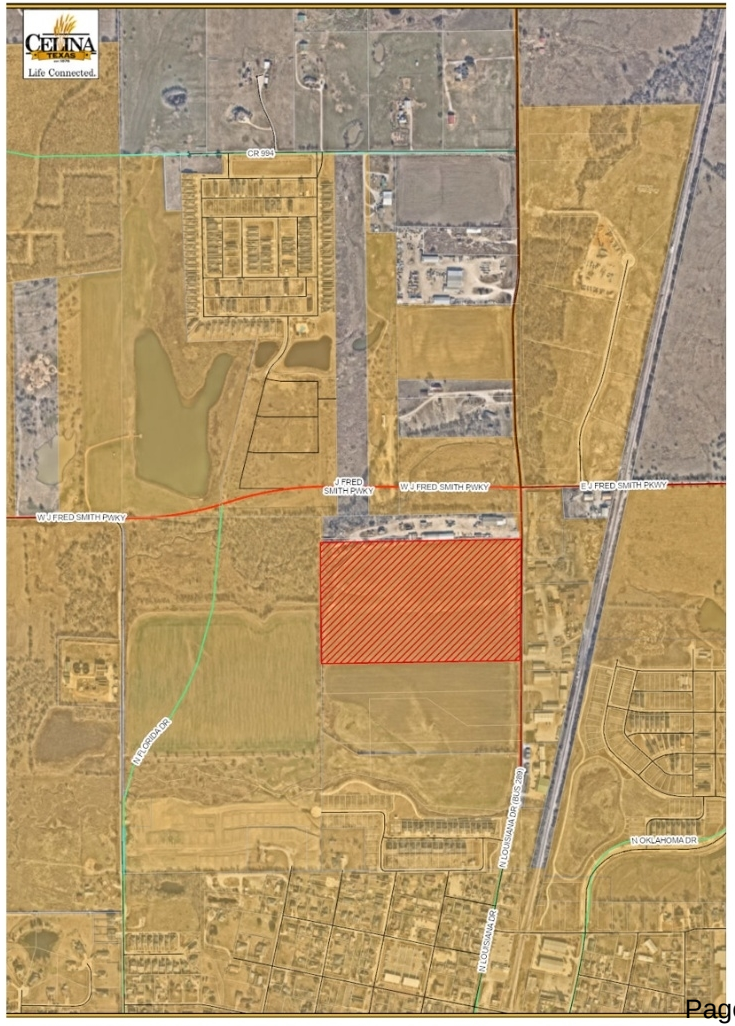
Planned Development Amendment

City Council
April 14, 2026


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

Location Map

The subject property is generally located at the southwest corner of Louisiana Drive and future J Fred Smith Parkway



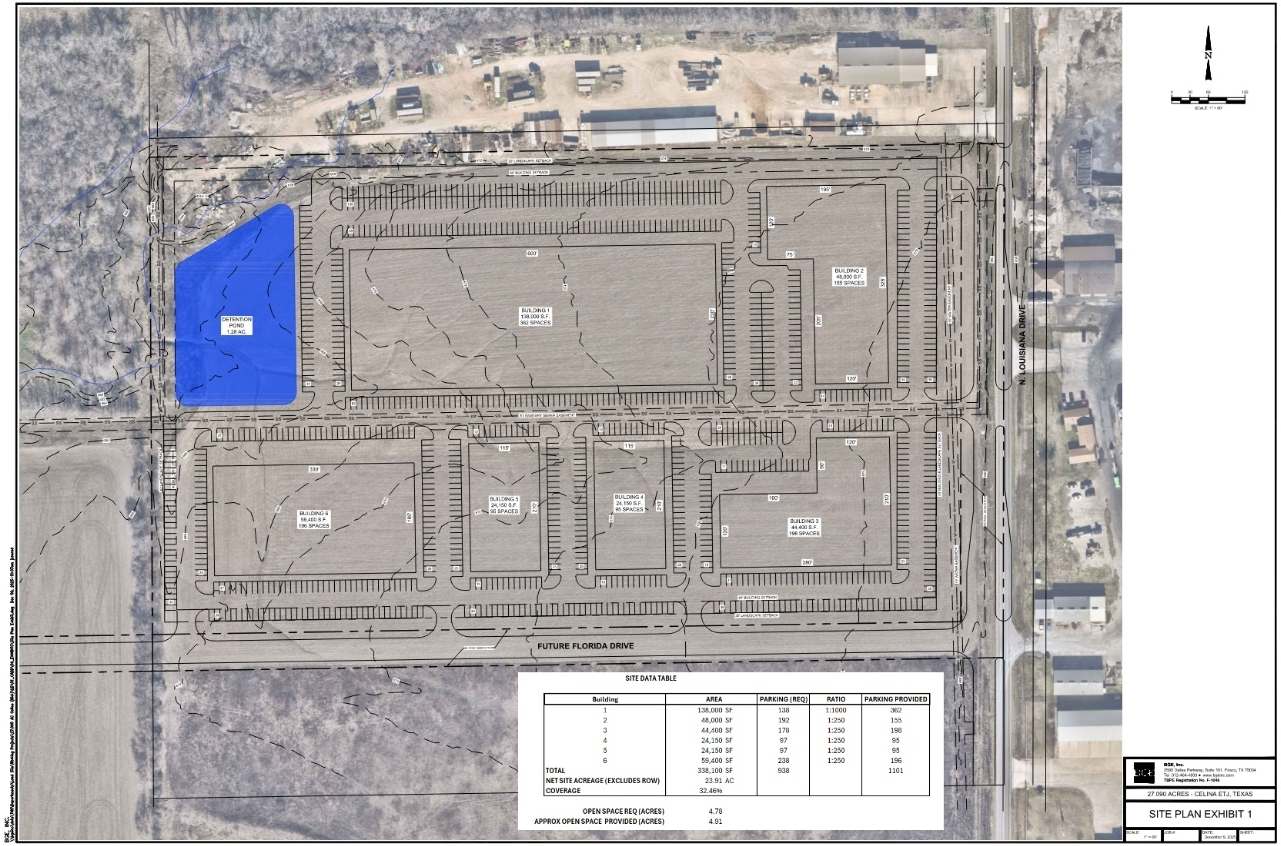
BACKGROUND

- The subject property is approximately 28 acres
- The property is currently within City limits and is zoned under a 2021 Planned Development (PD) No. 122 that designates the 28-acre tract as Area E, allowing single-family and multifamily residential uses with up to 20% Flex Use
- "Flex Use" is defined as the following allowed uses per the City Zoning Districts:
  - CF - Community Facilities
  - C- Commercial, Office & Retail
  - I - Industrial
- The applicant is proposing a commerce center composed of light industrial and commercial buildings

PROJECT OVERVIEW

- The request is to amend the Planned Development to allow up to 100% light industrial and commercial uses on 28 acres to develop a proposed commerce center
- Existing PD summary:
  - SF-A, SF-R, MF-0, MF-2, MF-3, Flex Use (Max 20% approx 10.5 acres)
  - To include a maximum of 750 units of MF-0, MF-2, and/or MF-3 (with a maximum of 250 units for MF-0)
- Proposed zoning:
  - 100% Flex Use (27 acres)
  - Eliminating multifamily entitlements from the subject property

CONCEPT PLAN



CONCEPTUAL RENDERINGS



CONCEPTUAL RENDERINGS



CONCEPTUAL RENDERINGS



CONCEPTUAL RENDERINGS

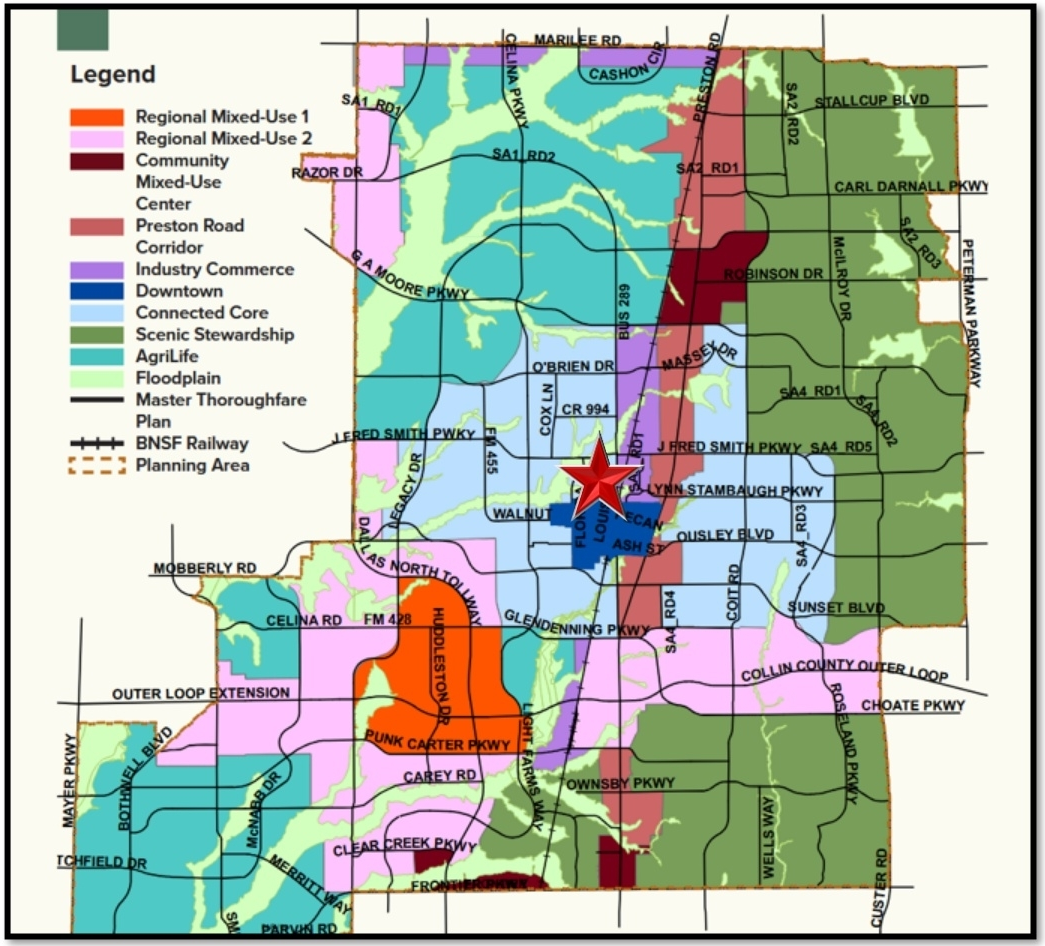


CONCEPTUAL RENDERINGS



POLICY CONSIDERATIONS

1. Provides opportunities for office, service, and light industrial tenants
2. Eliminates multifamily entitlement from the subject property
3. The FLUP (Future Land Use Plan) shows this area reserved for Connected Core development
4. Neighboring properties
    1. North (heavy equipment/storage)
    2. South (Future Florida Dr. and multifamily)
    3. West (SF-A, multifamily, or industrial)
    4. East (Louisiana Dr. and industrial properties)

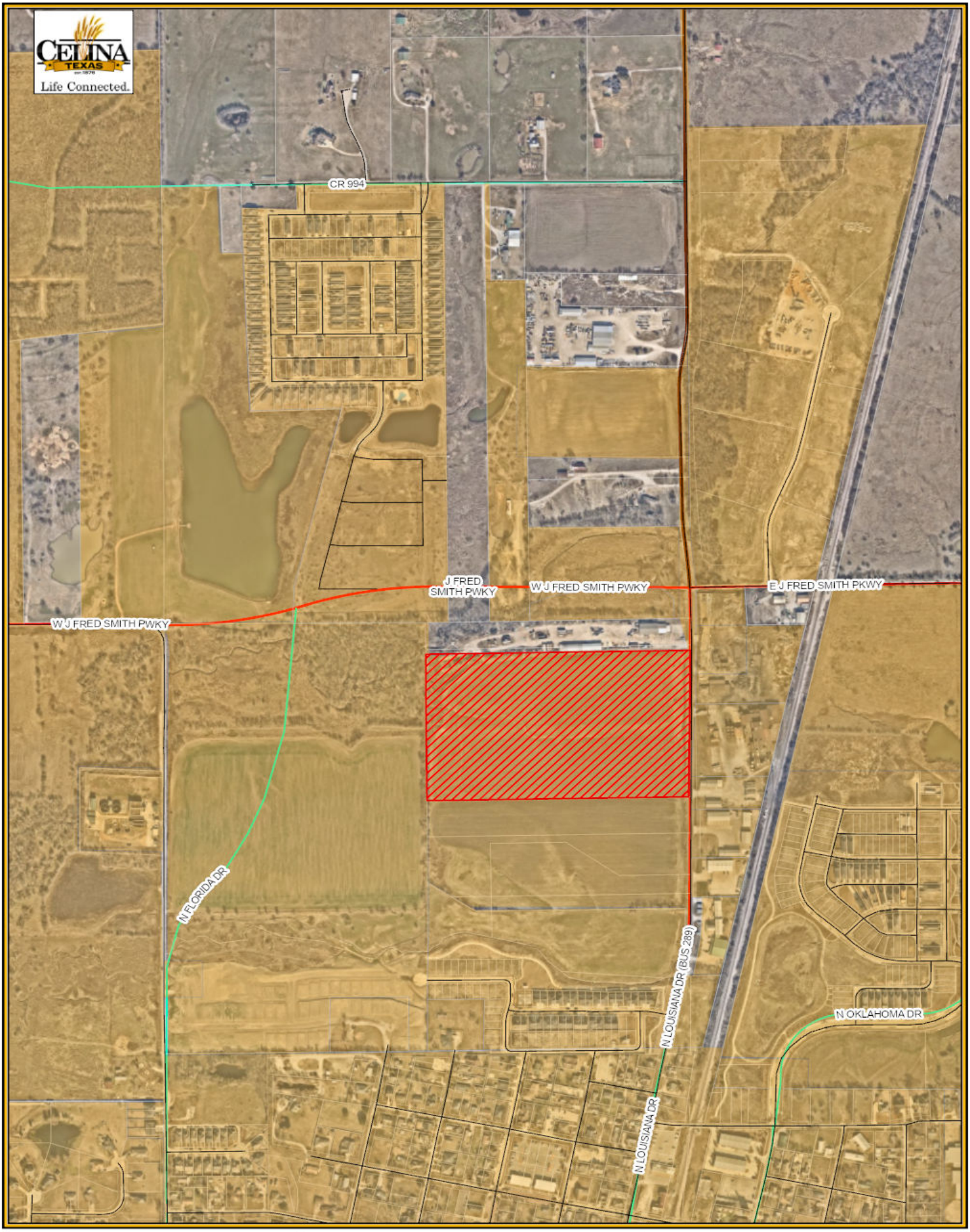

Legend
Regional Mixed-Use 1
Regional Mixed-Use 2
Community Mixed-Use Center
Preston Road Corridor
Industry Commerce
Downtown
Connected Core
Scenic Stewardship
AgriLife
Floodplain
Master Thoroughfare Plan
BNSF Railway
Planning Area
MARILEE RD
CASHON CIR
PRESTON RD
CELINA PKWY
SA1_RD1
SA1_RD2
SA2_RD1
SA2_RD2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

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (6-0) at its regular meeting in March
- There was no public feedback at the public hearing
- Staff recommends approval as presented



Thank You!



Legend

- Subject Property
- Parcels
- Roads
- City Limits

26-Z-01 - Uptown Commerce Center - PD Amendment Location Map

2/25/2026

N
W E
S

0 500 1,000

Feet

ORDINANCE 2026-____

UPTOWN COMMERCE CENTER

AN AMENDMENT TO PLANNED DEVELOPMENT #122

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 REZONING OF LAND THAT IS APPROXIMATELY 28 ACRES LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 805; COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF LOUISIANA DRIVE AND FUTURE J FRED SMITH PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO AMEND A PORTION OF PLANNED DEVELOPMENT NO. 122 (PD-122) WITH MODIFIED DEVELOPMENT STANDARDS; 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 #122, which was enacted through Ordinance 2021-66; 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", attached hereto and incorporated herein, shall replace, in their entirety, for the 28 acre tract within Ordinance 2021-66, 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

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. 2006-57of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to the Development Standards of a portion of PD-122, which exhibits are incorporated as if fully set forth herein:

Exhibit A: Legal Description
Exhibit B: Depiction of Property
Exhibit C: 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 incorporating the Development Standards, attached hereto as Exhibit "C".

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of

Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of April 2026.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

Exhibit A
Legal Description

BEING A TRACT OF LAND, SITUATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 805, IN THE EXTRA-TERRITORIAL JURISTICTION OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 47.310 ACRE TRACT OF LAND DESCRIBED IN A DEED TO UPTOWN CELINA PARTNERS, LP RECORDED IN INSTRUMENT NO. 20210428000853200 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A MAG NAIL FOUND IN THE APPROXIMATE CENTER OF NORTH LOUISIANA DRIVE, A VARIABLE WIDTH RIGHT-OF-WAY (RECORD INFORMATION NOT FOUND), SAME BEING A POINT ON THE EAST LINE OF SAID 47.310 ACRE TRACT;

THENCE S 89°05'04" W, A DISTANCE OF 1394.60 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT FROM WHICH A FOUND 5/8-INCH IRON ROD WITH CAP STAMPED "LANDPOINT" BEARS S 00°20'46" E, A DISTANCE OF 208.84 FEET FOR THE NORTHWEST CORNER OF A CALLED 5.947 ACRE TRACT OF LAND DESCRIBED IN DEED TO CELINA DOWNTOWN 1 OWNER, LLC ACCORDING TO THE DOCUMENT FILED OF RECORD IN INSTRUMENT NO. 20220103000010450, O.P.R.C.C.T.;

THENCE N 00°20'46" W, A DISTANCE OF 844.12 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET FOR THE NORTHWEST CORNER OF THIS TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 2.452 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LEWIS DICKERSON ACCORDING TO THE DOCUMENT FILED OF RECORD IN INSTRUMENT NO. 20100510000463340 (O.P.R.C.C.T.) FROM WHICH A FOUND 3/8-INCH IRON ROD BEARS N 00°20'46" W, A DISTANCE OF 186.00 TO THE NORTHWEST CORNER OF TRACT ONE AS DESCRIBED IN DEED TO LEWIS DISCKERSON AND JERRY DICKERSON ACCORDING TO THE DOCUMENT FILED OF RECORD IN VOLUME 4572, PAGE 4113, DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE N 89°04'20" E, ALONG THE SOUTH LINE OF SAID 2.452 ACRE TRACT, A DISTANCE OF 1400.95 FEET TO A MAG NAIL FOUND FOR THE NORTHEAST CORNER OF THIS TRACT, SAME BEING A POINT IN THE APPROXIMATE CENTER OF NORTH LOUISIANA DRIVE;

THENCE S 00°05'03" W, ALONG THE EAST LINE OF SAID 47.310 ACRE TRACT AND THE APPROXIMATE CENTER OF SAID NORTH LOUISIANA DRIVE, A DISTANCE OF 844.51 FEET TO THE **POINT OF BEGINNING**, AND **CONTAINING** 27.090 OF AN ACRE/ACRES OR 1,180,039 SQUARE FEET OF LAND MORE OR LESS, AND BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON GROUND AND ACCOMPANIED BY AN EXHIBIT OR SURVEY MAP PREPARED UNDER JOB NUMBER ***70297-00*** BY PAPE DAWSON ENGINEERS, INC.

Exhibit B
Depiction of Property

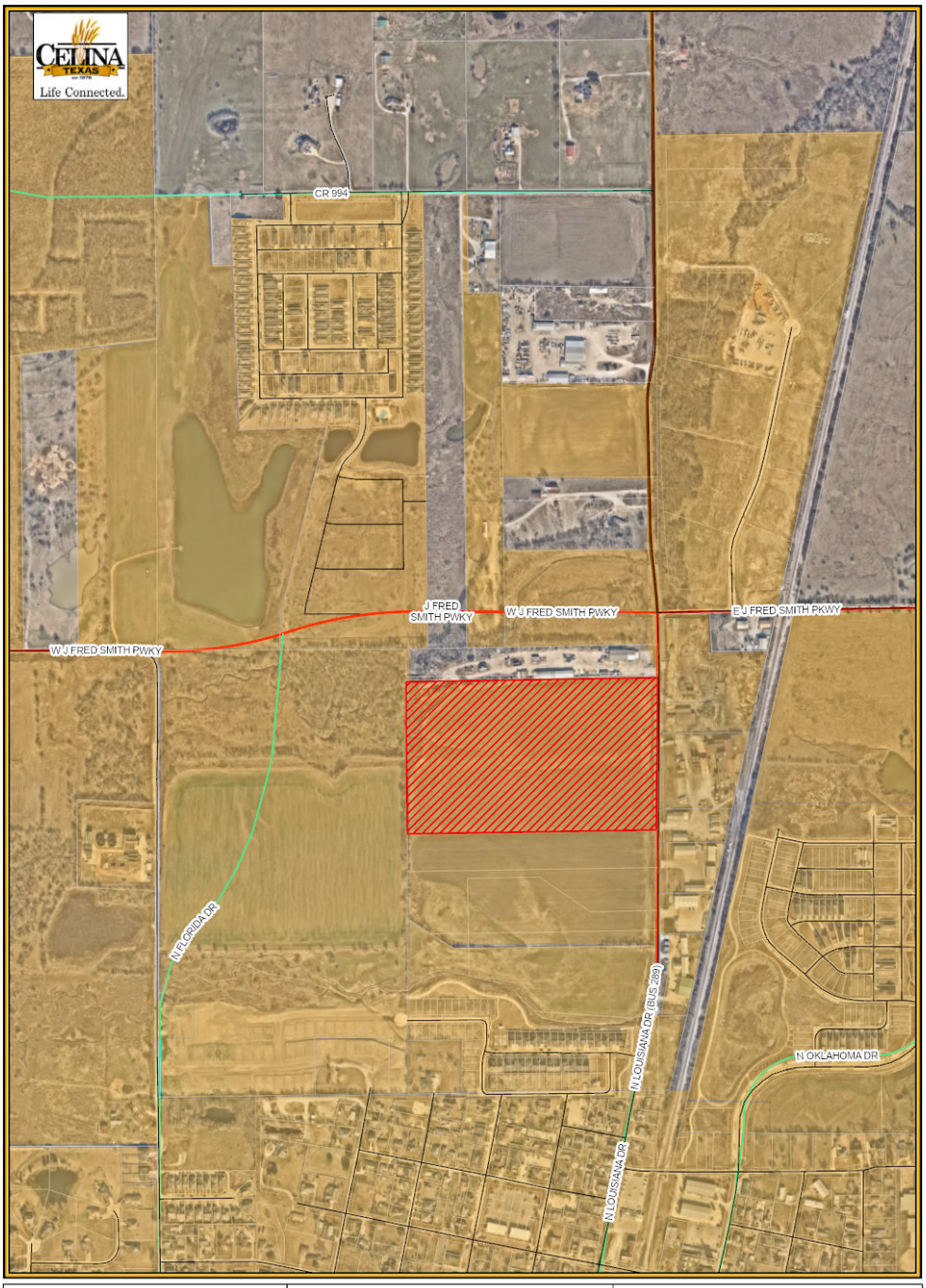


Exhibit C

Development Standards

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

Area E: (28 acres) Allowed Uses – Max 100% - Flex Use

"Flex Use" is defined as the following allowed uses per the City Zoning Districts:

a. CF - Community Facilities
b. C- Commercial, Office & Retail
c. I- Industrial

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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Catherine Oduro, Senior Civil Engineer
CC: Kimberly Brawner, Assistant City Manager
Date: April 14, 2026

Agenda Item:
Conduct a Public Hearing to consider and act upon an Ordinance amending Ordinance No. 2025-02, the City's Master Thoroughfare Plan and Map. (Oduro)

Background Information:
City Council adopted the Celina 2040 Comprehensive Plan on April 13, 2021, by Ordinance No. 2021-36 (the "Comprehensive Plan"), as permitted under Chapter 213 of the Texas Local Government Code, to promote the long-range development of the City and public health, safety, and welfare. The Comprehensive Plan also adopts and incorporates the Major Thoroughfare Plan and Map ("MTP"). The City Council last amended the MTP on July 8, 2025, to Ordinance No. 2025-38. Staff is proposing changes to the Master Thoroughfare, particularly the Clear Creek Parkway and Florida Drive alignments.

Clear Creek Parkway currently connects to Dallas Parkway. The originally proposed connection falls between the on and off ramps to the Dallas North Tollway (DNT), which raises a safety concern due to drivers exiting the SB DNT off-ramp turning westbound onto Clear Creek Parkway, and the eastbound drivers exiting Clear Creek Parkway to turn and enter the SB DNT on-ramp. Staff recommends removing the connection of Clear Creek Parkway to Dallas Parkway and, in exchange, creating a new connection to the north between Doe Branch Boulevard and Dallas Parkway along County Road 970. This new connection will provide access to Dallas Parkway, which will be clear of conflict points due to the on and off traffic for DNT.

North Florida Drive currently connects West Walnut Avenue to J. Fred Smith Parkway. After evaluating the constructability of J. Fred Smith Parkway between North Louisiana Drive and Celina Parkway, staff determined that a bridge over Doe Branch Creek was needed. The construction of the J. Fred Smith bridge connection was not accounted for in the current 5-year Capital Improvement Plan. Due to the immediate need for east-west connectivity in the area, staff is recommending the alignment of Florida Drive to connect directly to Louisiana Drive. The

Uptown developer has reviewed the proposed revision and supports the realignment.

During the March 26, 2026, Planning and Zoning Commission meeting, the Planning and Zoning Commission reviewed the proposed amendments, and additionally, the Planning Department reviewed the proposed amendments in accordance with Section 213.003(a)(2) of the Texas Local Government Code. As a result of such analysis and review, City staff proposes amendments to the MTP as outlined in Exhibit "A" to this Ordinance, necessary to achieve connectivity to existing and proposed roadways and access to all parcels that will aid in orderly development.

Legal Review:
Ordinance has been reviewed and approved by Legal.

Supporting Documents:
1. Staff Presentation
2. Celina Master Thoroughfare Plan
3. Ordinance

Financial Consideration:
N/A

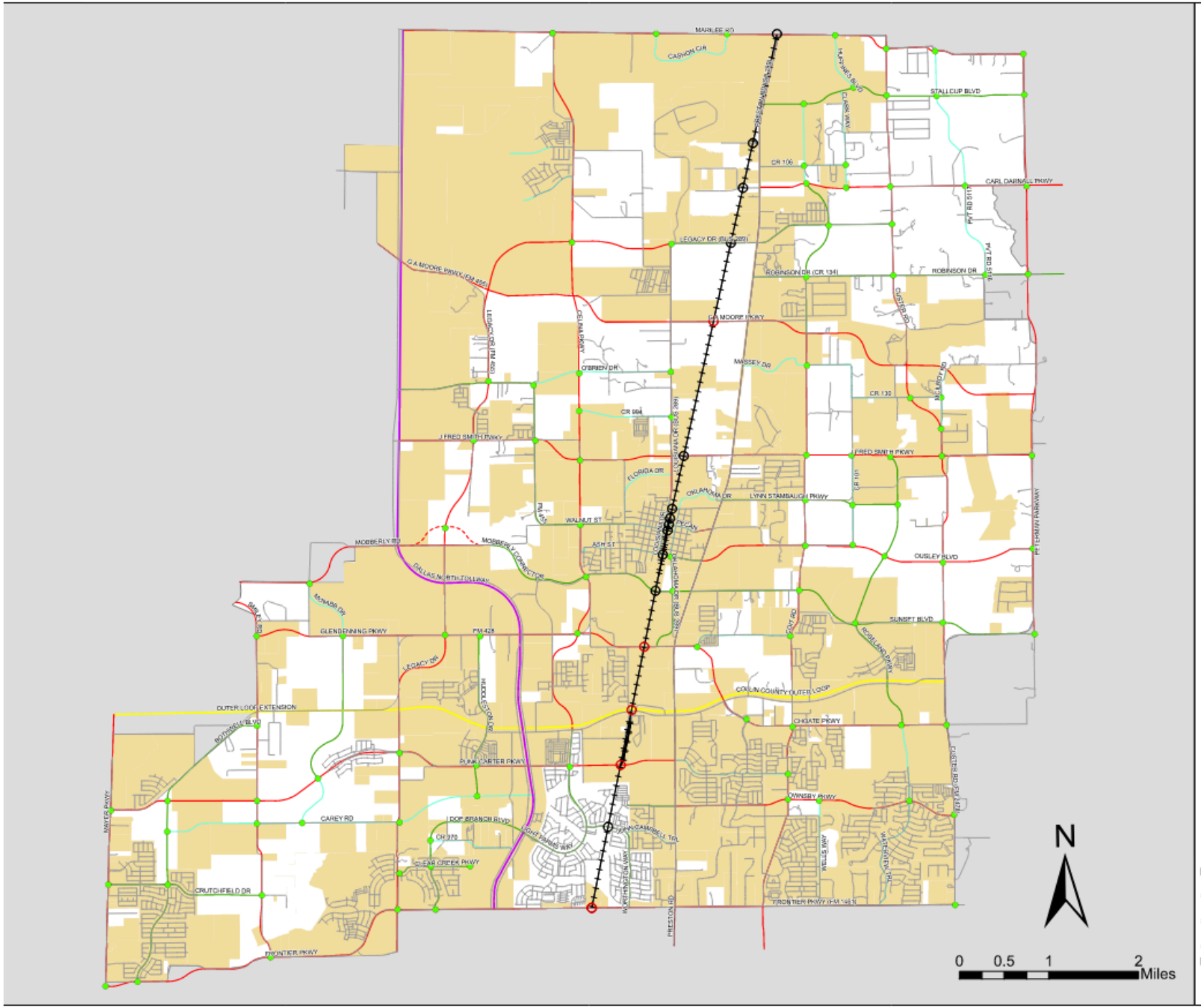
Staff Recommendation:
Staff recommends approval as presented.



MASTER THOROUGHFARE PLAN (MTP) UPDATE 2026

April 14, 2026

Catherine Oduro, PE, PMP, CFM
Interim Director of Engineering



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Thoroughfare Plan
City of Celina
3/23/2026

Legend

- Roundabout

Thoroughfare Crossing

- RR Grade Separated Crossings
- RR At Grade Crossings

Thoroughfare Plan

- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD-ALT 120' ROW
- 6LD 140' ROW*
- Freeway 400' ROW
- Outer Loop 500' ROW
- Railroad
- City Limits
- ETJ

NOTES:

*** MAJOR ARTERIAL: 140' OR 160' ROW AT INTERSECTIONS**

**** MINOR ARTERIAL: 110' OR 120' ROW AT INTERSECTION**

*****MINOR COLLECTORS: TIA REQUIRED TO DETERMINE LOCATION AND CAPACITY**

PROPOSED UPDATES

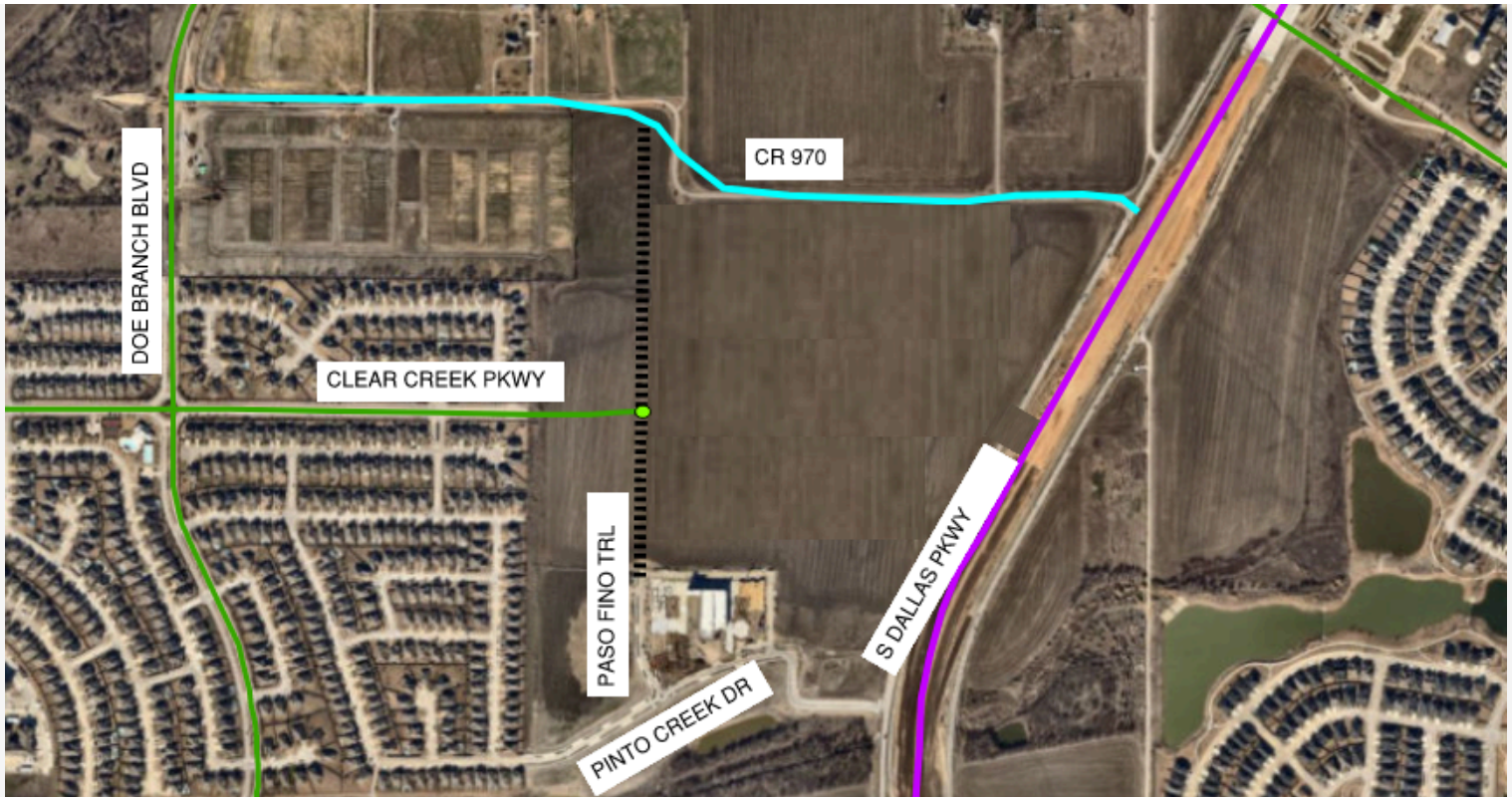
- Match approved development plans (as of 3/1/2026).
- Align with Traffic Impact Traffic Impact Analysis (TIA) as performed.

CLEAR CREEK PARKWAY



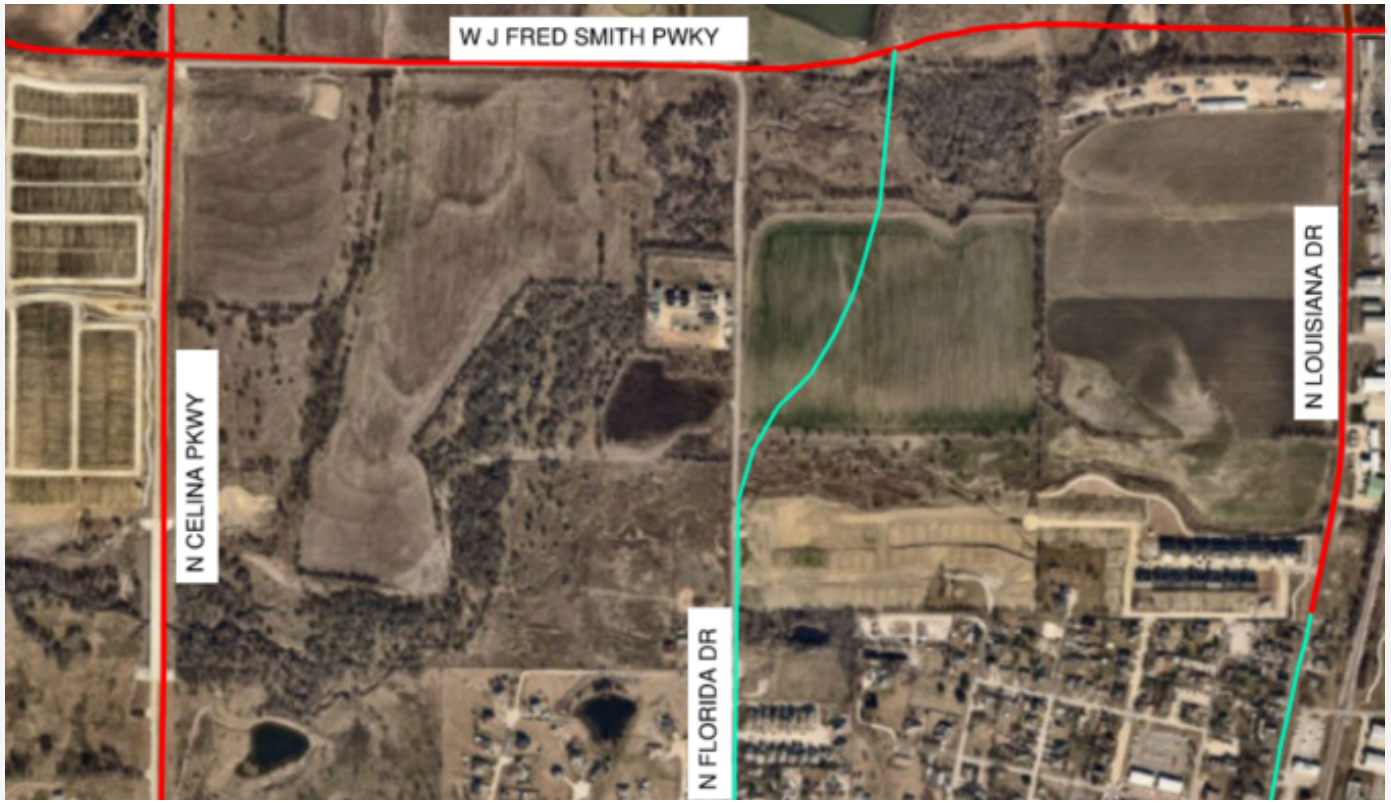
Current Alignment

CLEAR CREEK PARKWAY



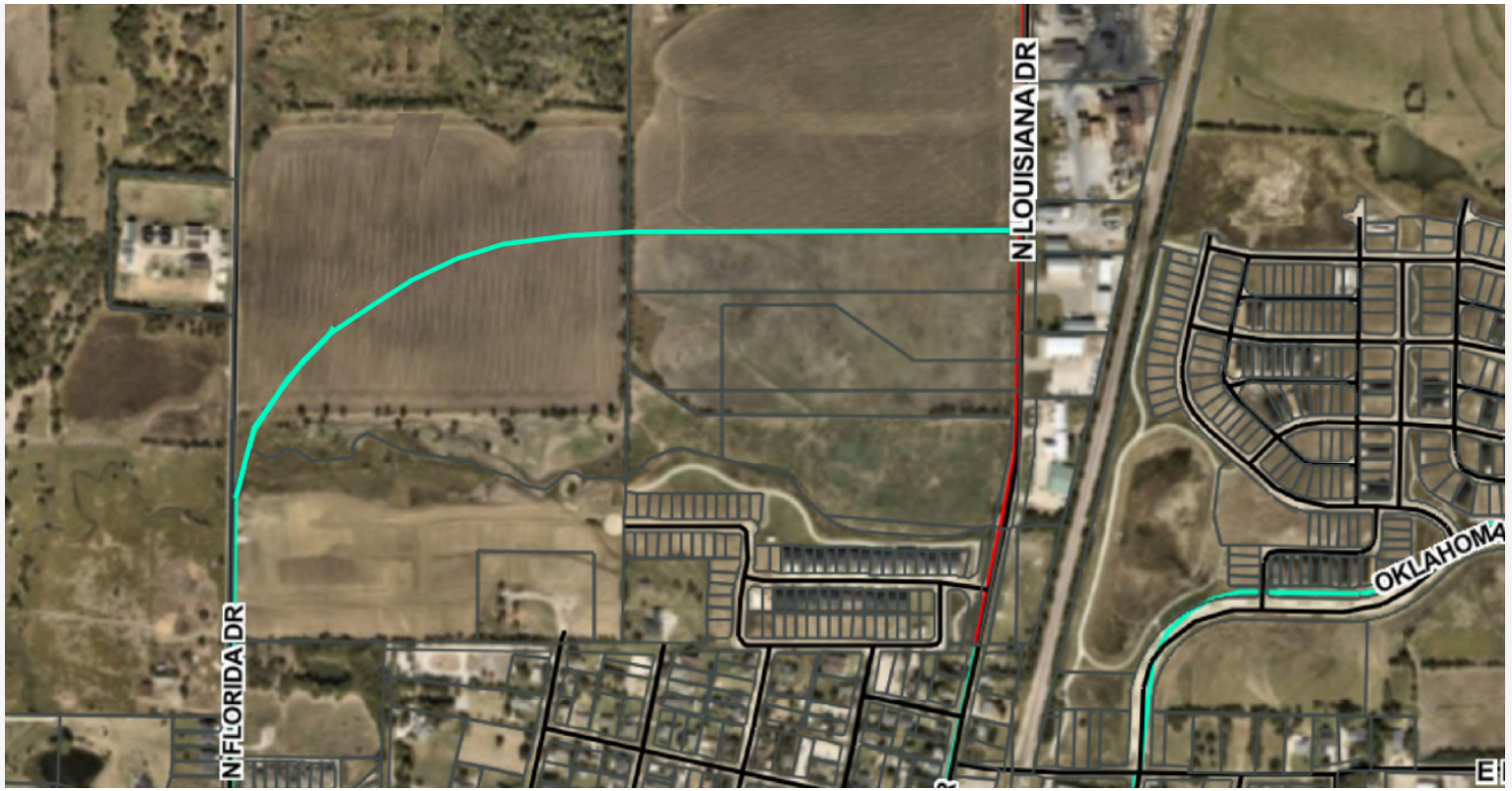
Proposed Alignment

FLORIDA DRIVE



Current Alignment

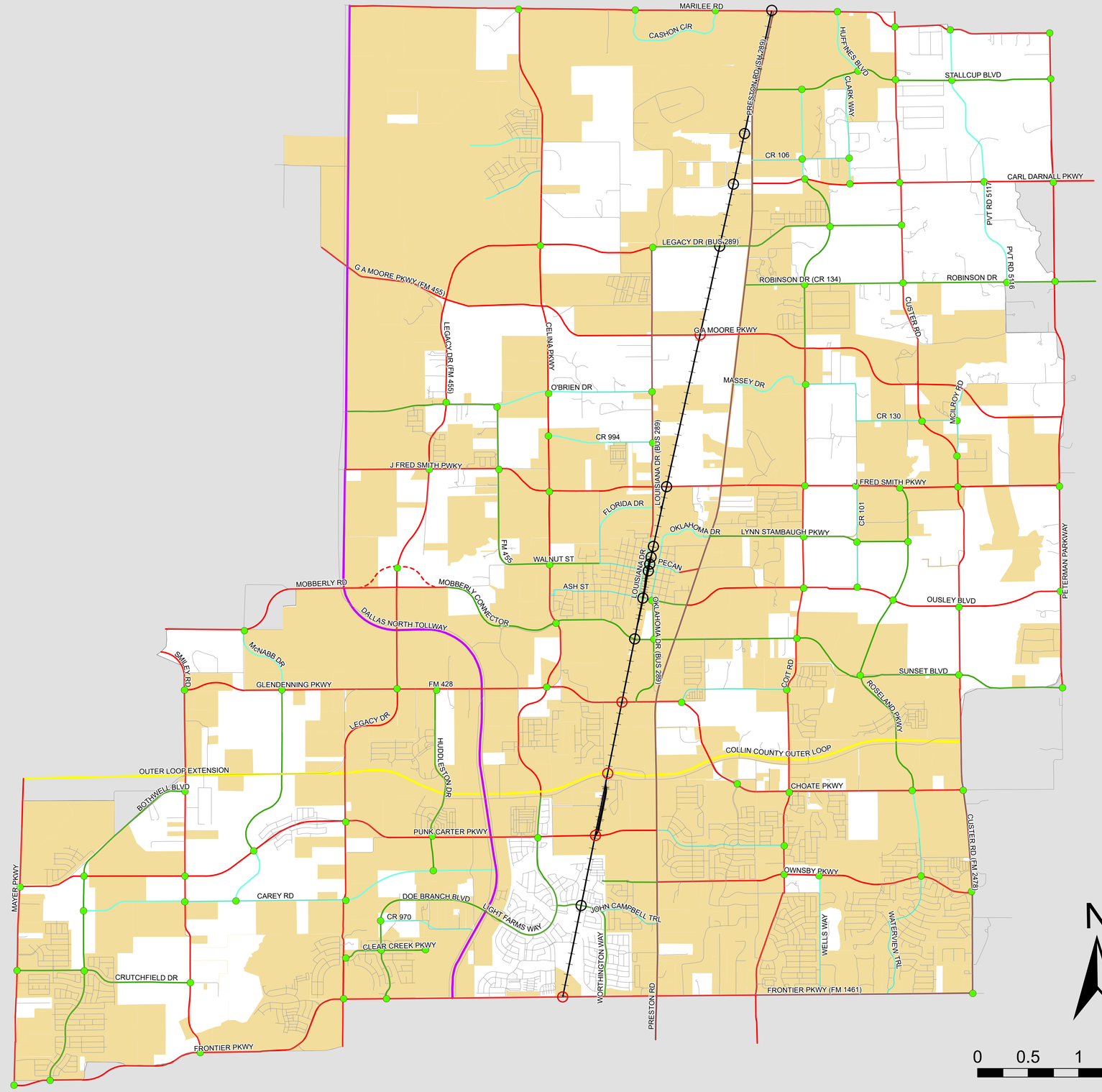
FLORIDA DRIVE



Proposed Alignment



Thank You!



CELINA TEXAS EST. 1876

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Thoroughfare Plan
City of Celina
3/23/2026

Legend

- Roundabout

Thoroughfare Crossing

- RR Grade Separated Crossings
- RR At Grade Crossings

Thoroughfare Plan

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*****MINOR COLLECTORS: TIA REQUIRED TO DETERMINE LOCATION AND CAPACITY**

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE MASTER THOROUGHFARE PLAN AND MAP OF THE CELINA 2040 COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, SAVINGS, AND REPEALING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the "City") is a Home Rule municipal corporation operating under a municipal charter adopted as authorized by Article XI, Section 5 of the Texas Constitution; and,

WHEREAS, the City Council of the City (the "City Council") adopted the Celina 2040 Comprehensive Plan on April 13, 2021 by Ordinance 2021-36 (the "Comprehensive Plan"), as allowed by Chapter 213 of the Texas Local Government Code, for promoting the long-range sound development of the City and promoting public health, safety and welfare; and

WHEREAS, the Comprehensive Plan also adopts and incorporates the Major Thoroughfare Plan and map ("MTP"); and

WHEREAS, the City Council previously amended the MTP on January 14, 2025, by Ordinance 2025-02; and

WHEREAS, the City staff and the City's professional consultants have conducted an analysis of existing and proposed land uses; existing collector streets, arterial streets and highways; Texas Department of Transportation plans for highway improvements and the needs for north-south and east-west routes and connectivity within the City; and

WHEREAS, during the March 26, 2026 Planning and Zoning Commission meeting, the Planning and Zoning Commission reviewed the proposed amendments, and additionally, the planning department has reviewed the proposed amendments in accordance with Section 213.003(a)(2) of the Texas Local Government Code; and

WHEREAS, as a result of such analysis and review the City staff proposes amendments to the MTP as set forth in **Exhibit "A"** to this Ordinance, necessary to achieve connectivity to existing and proposed roadways and access to all parcels that will aid in orderly development; and

WHEREAS, proper notice of public hearing upon this Ordinance has been posted in accordance with applicable law and the City Council has conducted the necessary public hearing where the public was provided an opportunity to give input on the proposed amendment to the Comprehensive Plan and finds that the adoption of this amendment of the MTP to the Comprehensive Plan is appropriate and serves a public purpose and protects the health, safety, and welfare of citizens of the City.

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

Section 1. Findings. The recitals set forth above are deemed to be the findings and determinations made by the City Council and are incorporated into the body of this Ordinance as if fully set forthherein.

Section 2. Amendment. The MTP of the Comprehensive Plan is hereby amended as set forth in **Exhibit "A"** to this Ordinance, as if fully set forth herein.

Section 3. Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

Section 4. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall be effective from and after the date of its adoption.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of April 2026.

CITY OF CELINA, TEXAS

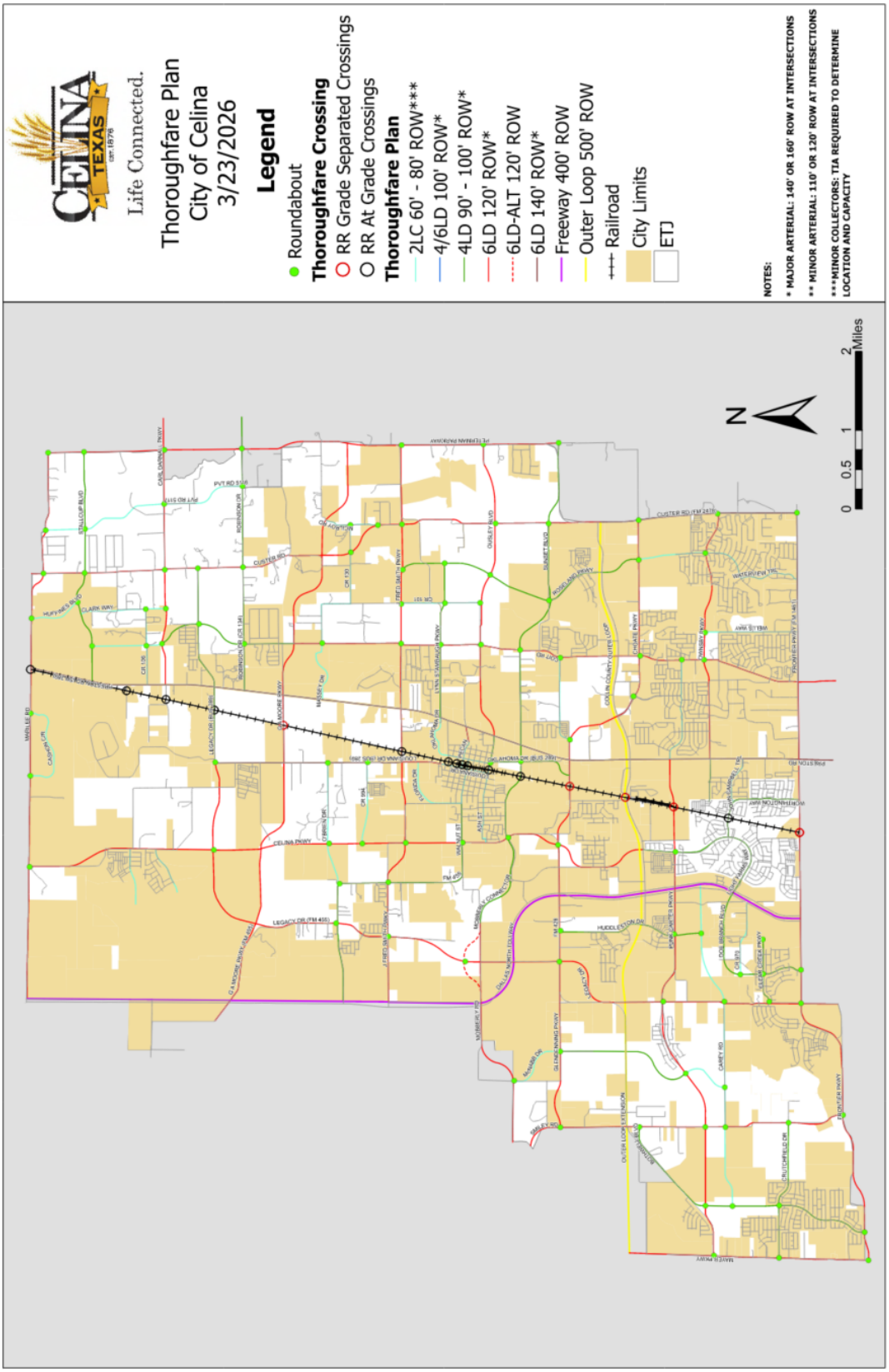
_____
Ryan Tubbs, Mayor

ATTEST:

_____
Ashley Owens, City Secretary

EXHIBIT "A"

MASTER THOROUGHFARE PLAN AND MAP



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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From: Linda Majeed, Civil Engineer
CC: Kimberly Brawner, Assistant City Manager
Date: April 14, 2026

Agenda Item:
Consider and act to award Bid 2026-028 for the Glendenning Transmission Line project to S.J. Louis Construction of Texas, LTD., in the amount of $16,718,733.73, plus a ten (10) percent contingency of $1,671,873.37 for a total amount not to exceed $18,390,607.10. (Brawner)

Background Information:
On October 11, 2022, the City Council approved a contract with Freese and Nichols, Inc. to conduct a study and preliminary design for the Southeast Pump Station, Ground Storage Tank and Transmission Pipeline. The study was to establish the pump station design criteria and provide recommendations for the capacity, site and facility layouts. Recommendation for the transmission water line alignment and size was also included in the study.

On July 11, 2023, the City Council approved a contract with Freese and Nichols, Inc. to design the Southeast Pump Station and the 54-inch Glendenning transmission line. On the same date, the City Council also approved a contract with Kimley-Horn and Associates, Inc. to design the 8-million-gallon (MG) Southeast Ground Storage Tank (GST).

On April 9, 2024, the City Council approved a resolution authorizing the negotiation and acquisition of the water easements and temporary construction easements for the transmission line. On March 10, 2026, the City Council subsequently approved the use of eminent domain to acquire the necessary water easements and the temporary construction easement. The acquisition process is now nearing completion.

On March 31, 2026, the City received responses to Bid 2026-028 for the Glendenning Transmission Line. The project received eleven bids. S.J. Louis Construction of Texas, LTD, was the lowest responsive bidder. The project includes the construction and installation of approximately 12,500 linear feet of 54-inch pipeline extending from FM 428 to the proposed Southeast Pump Station (SEPS) site. The project also includes approximately 1,800 linear feet of

42-inch pipeline extending from the SEPS site to Old Glendenning Rd, along with two 2-inch fiberoptic conduits and associated pull boxes.

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

Supporting Documents:
1. Staff Presentation
2. Location Map
3. Agenda Recap
4. Agreement
5. Bid Tabulation
6. Form 1295

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

Staff Recommendation:
Staff recommends awarding the contract as presented.



Glendenning Transmission Line

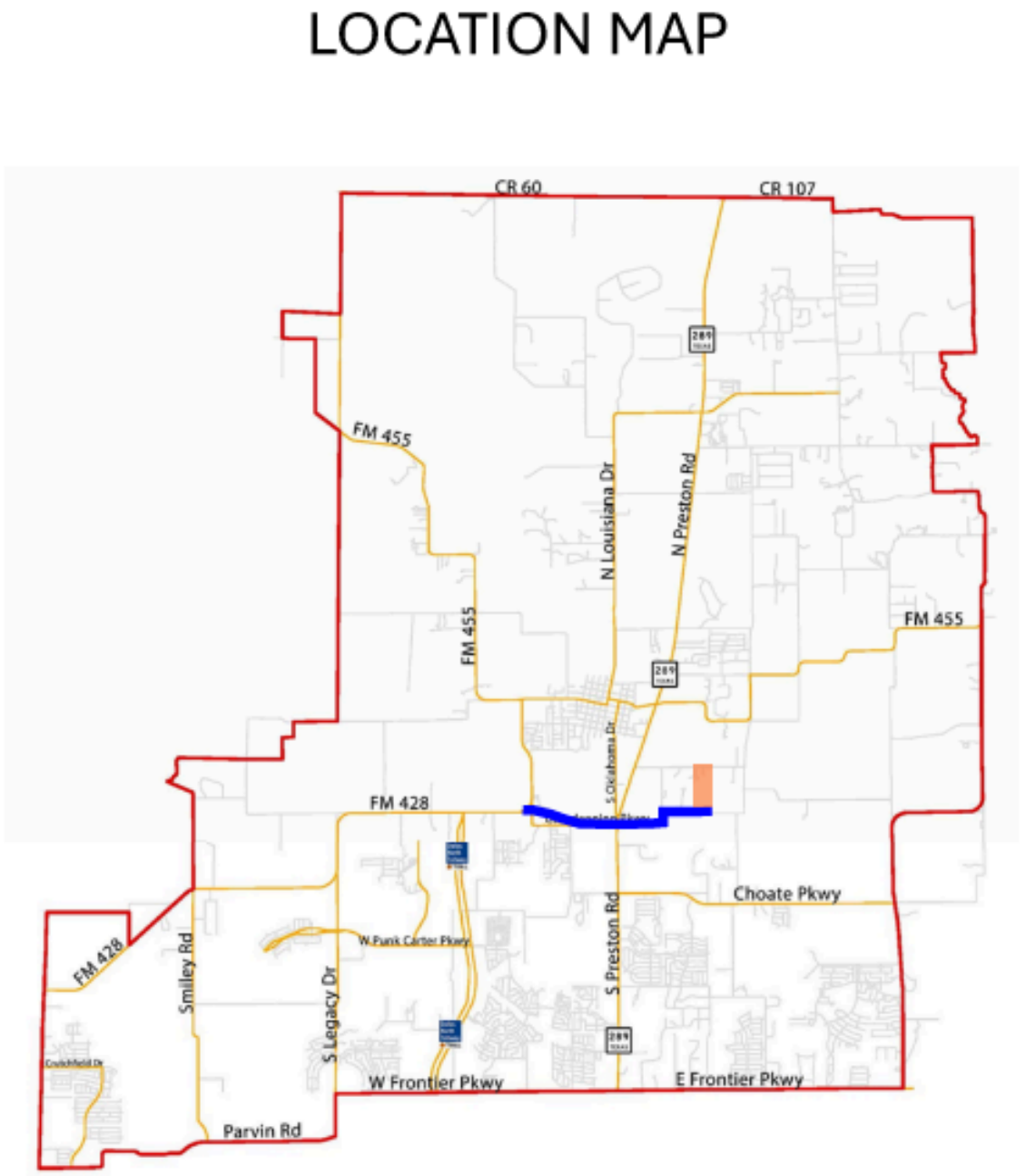
Bid 2026-028

04/14/2026

Kimberly Brawner, P.E., PTOE
Assistant City Manager

Location Map

From FM 428 to Southeast Pump Station



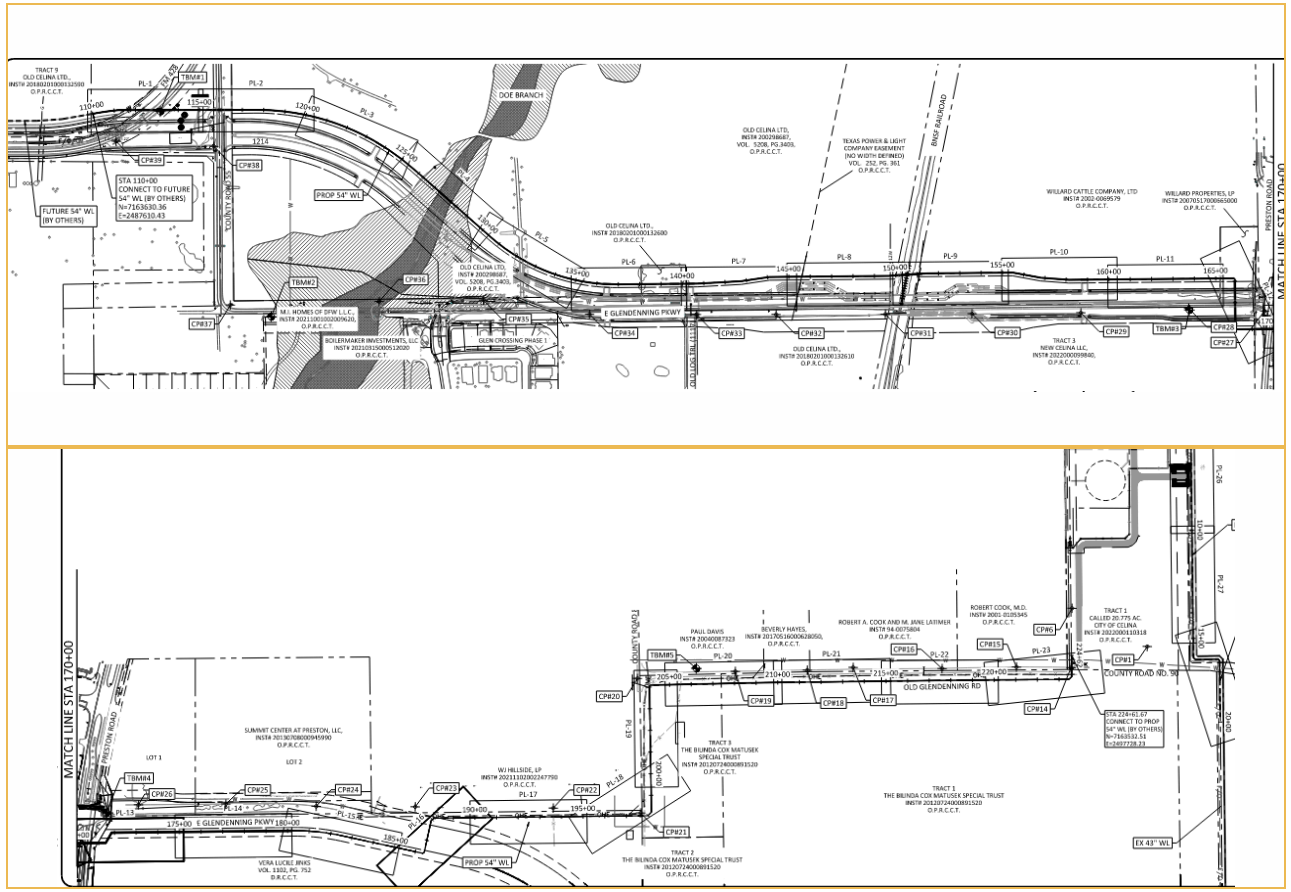
Background

- ☆ October 11, 2022 - City Council approved a contract with Freese and Nichols, Inc. to conduct a study and preliminary design for the Southeast Pump Station, Ground Storage Tank and Transmission Pipeline.
- ☆ July 11, 2023 - City Council approved a contract with Freese and Nichols, Inc. to design the Southeast Pump Station and the 54-inch Glendenning transmission line
- ☆ July 11, 2023 - City Council approved a contract with Kimley-Horn and Associates, Inc. to design the 8-million-gallon (MG) Southeast Ground Storage Tank (GST).
- ☆ April 9, 2024 - City Council approved a resolution authorizing the negotiation and acquisition of the water easements and temporary construction easements for the transmission line.
- ☆ March 10, 2026 - City Council approved the use of eminent domain to acquire the necessary water easements and the temporary construction easement.
- ☆ March 11, 2026 - Bid invitation was advertised in the local paper, posted on the City's eProcurement system and vendors were notified.

Background

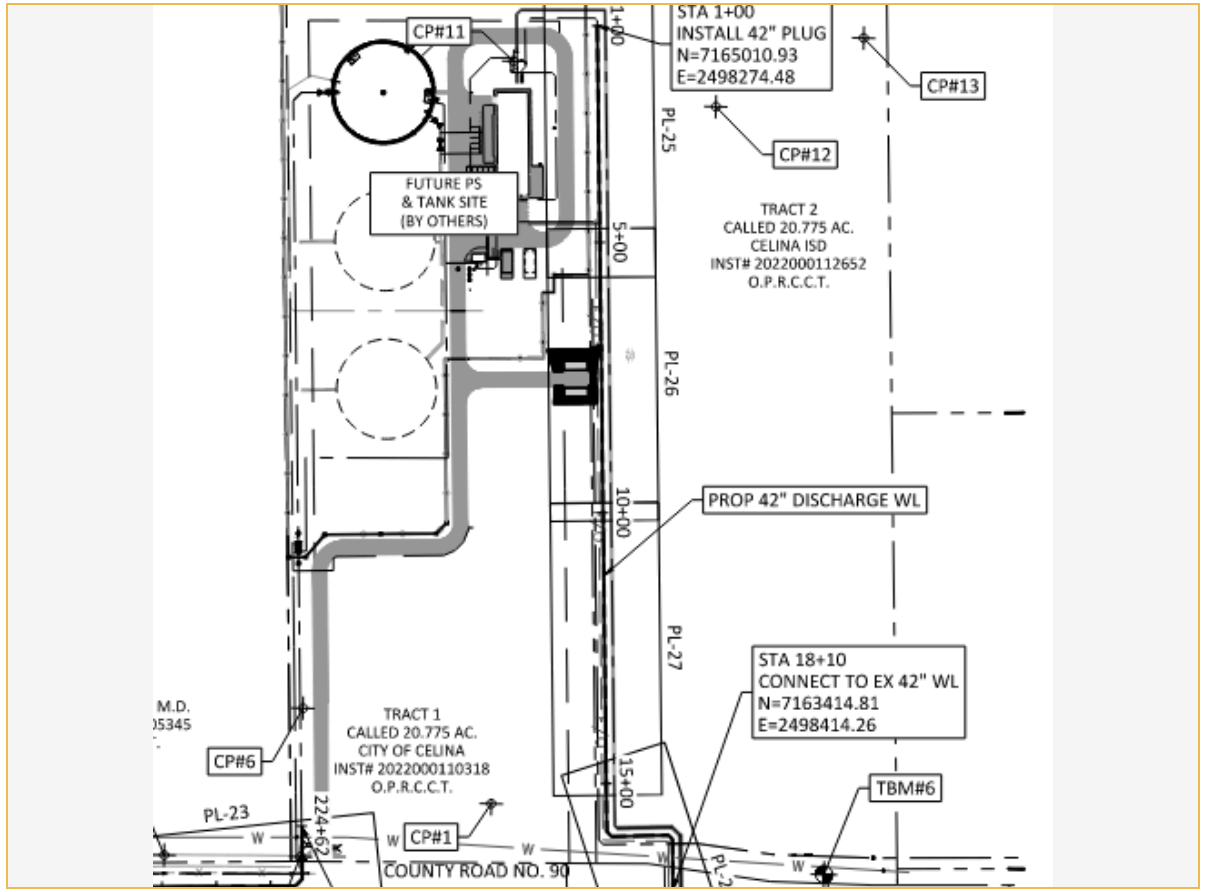
- ☆ March 31, 2026 - City received eleven (11) responses to the sealed proposal 2026-028 for construction of transmission line.
- ☆ Upon receiving positive feedback from vendor's references, staff recommended S.J Louis Construction of Texas, LTD as the lowest responsible bidder.

Scope of Work



- Approximately 12,500 linear feet of 54-inch pipeline.
- Locations: FM 428 to the proposed Southeast Pump Station (SEPS) site.

Scope of Work



- Approximately 1,800 linear feet of 42-inch pipeline.
- Location: from Southeast Pump Station (SEPS) site to Old Glendenning Rd along with two 2-inch fiberoptic conduits.

Bid 2026-020

Bidders	With Poly Coated Steel
Mckee Utility Contractors, Inc.	$18,104,565
S.J Louis Construction of Texas, LTD	**$16,718,733.73**
Belt Construction	$17,118,295
Mountain Cascade of Texas LLC	$18,521,543
Western Municipal Construction of Texas, LLC.	$17,084,963
Blackrock Construction (BRCT, LLC)	$20,489,082
SYB Construction	$19,951,689.86
Garney Companies, Inc.	$19,595,852
Thall Construction	$19,483,585
Carstensen Contracting Inc	$20,746,288
Harper Brothers Construction	$24,308,549

A | Lowest apparent bidder is S.J. Louis Construction of Texas, Ltd.

B | Contract days: 427

C | Opinion of Probable Construction Cost (OPCC): $18,615,413.00

D | Bid Price: $16,718,733.73

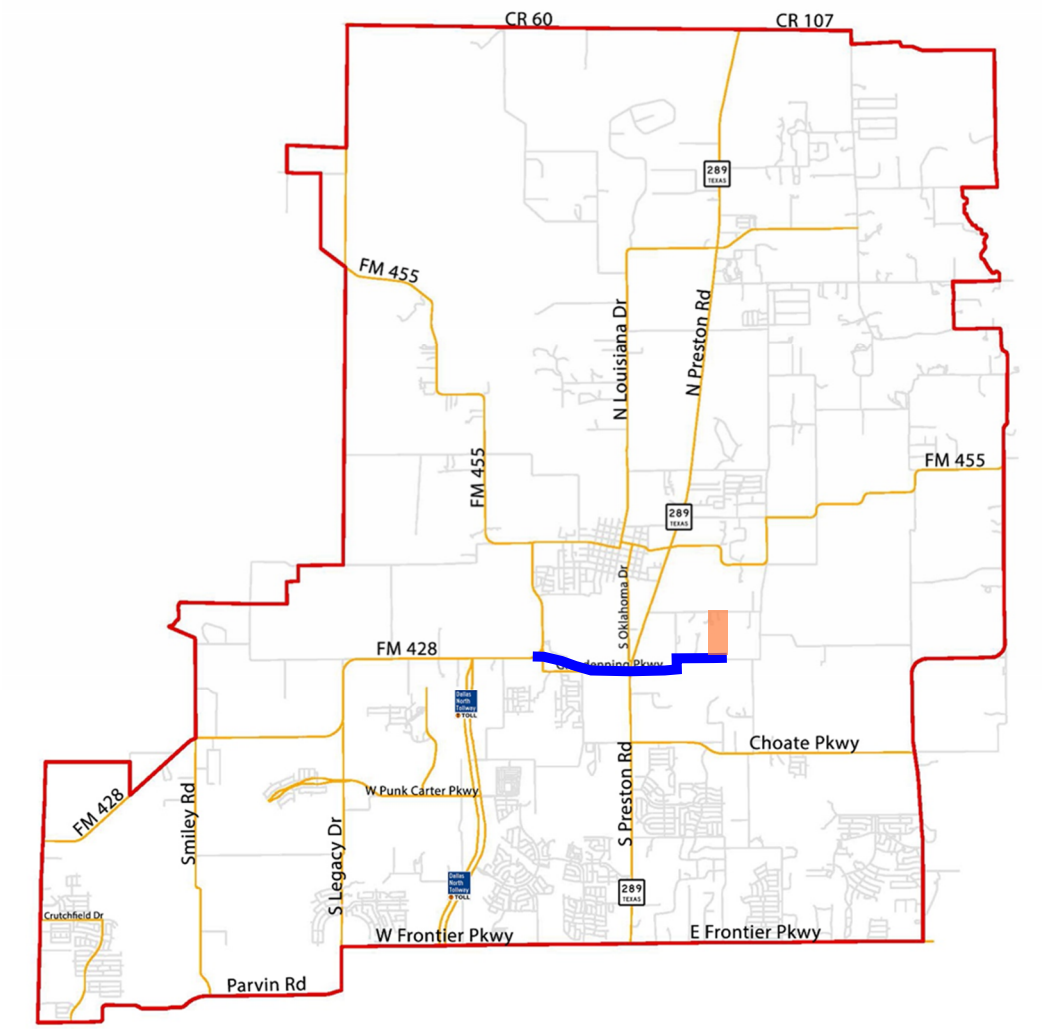
E | 10% Contingency: $1,671,873.37

F | Total Not to Exceed: **$18,390,607.10**



Thank You!

LOCATION MAP



CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2026-028
SOLICITATION NAME: Glendenning Transmission Line
PROJECT #: W90

Bid Opening Date	3/31/26	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	1257
Number of Submissions:	11
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	11
Number of No Bids	7
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder.

Eleven responses were received. The responses were sent to the department and engineer of record for further review.

Budgeted Amount: $18,615,413.00

Contracted Price: $16,718,733.73

Recommendation:
Upon completion of the review, the department recommends lowest responsible vendor(s):

Recommended Vendor(s):	S.J Louis Construction of Texas LTD
Contract Term:	427 calendar days

Ryan Quigley, Purchasing Agent	4/1/26
Submitted By	Date

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SECTION 00410
EJCDC STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS CONTRACT is by and between the **City of Celina** (OWNER) and **S.J Louis Construction of Texas LTD** (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:

Project: **City of Celina**
Glendenning Transmission Line
PROJECT W90

BID 2026-028

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 includes the construction and installation of approximately 12,500 linear feet of 54-inch pipeline (AWWA C200 or AWWA C303) extending from the existing Celina Road Pump Station to the proposed Southeast Pump Station (SEPS) site.

In addition, the project includes the installation of approximately 1,800 linear feet of 42-inch ductile iron pipeline from the SEPS site to Coit Road, along with two 2-inch fiber-optic conduits and associated fiber pull boxes to be installed adjacent to the proposed 42-inch pipeline.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Freese and Nichols, 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 343 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 427 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER

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if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER, and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER ***$2500*** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ***$2500*** 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: **$16,718,733.73**

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.

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6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of ***0%*** per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph

4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.`

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following in their entirety:
1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;

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8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

B. The documents listed in paragraph 9.01. Are attached to this Agreement (except s expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of the Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive

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Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the 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.

10.06 Termination for Nonappropriation of Funds. The OWNER operates on a fiscal year that ends annually on September 30th. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, OWNER and CONTRACTOR agree and acknowledge that if sufficient funds, whether through debt issuance or any other sources, are not made available, appropriated, and/or if future debt issuances do not occur by the governing body of OWNER for the continued performance of the Project or Work under this Agreement for any fiscal year, either party may terminate this Agreement without penalty. This section, "Termination for Nonappropriation of Funds," shall control over any other provision of this Agreement and any other provision of the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart has been delivered to each of the OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

EXECUTED in single or multiple originals effective once signed by both parties.

CITY OF CELINA, TEXAS

Robert Ranc, City Manager

CONTRACTOR.

Signed by:
2FC3F705BFBE489...

Aaron Rodriguez

Printed Name & Title

Address for giving notices:
City of Celina
142 N. Ohio
Celina, TX 75009
Attn: Contracts
469-813-4194
contracts@celina-tx.gov

Address for giving notices:
10515 Gulfdale St Ste 111
San Antonio
United States
TX
78216

Council Auhorized Date:_____

PO #_____

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2026-028 Addendum 3
S.J. Louis Construction of Texas, Ltd.
Supplier Response

Event Information

Number: 2026-028 Addendum 3
Title: Glendenning Transmission Line
Type: Invitation to Bid
Issue Date: 3/11/2026
Deadline: 3/31/2026 10:00 AM (CT)
Notes: The construction project includes:

The project includes the construction and installation of approximately 12,500 linear feet of 54-inch pipeline (AWWA C200 or AWWA C303) extending from the existing Celina Road Pump Station to the proposed Southeast Pump Station (SEPS) site.

In addition, the project includes the installation of approximately 1,800 linear feet of 42-inch ductile iron pipeline from the SEPS site to Coit Road, along with two 2-inch fiber-optic conduits and associated fiber pull boxes to be installed adjacent to the proposed 42-inch pipeline.

Budget Estimate: $16 Million

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Click HERE to register for the virtual bid opening

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

Contact Information

Contact: Ryan Quigley
Address: Purchasing
142 N Ohio St
Celina, TX 75009
Phone: (940) 208-0128
Email: rquigley@celina-tx.gov

S.J. Louis Construction of Texas, Ltd. Information

Contact: Adam Lunsford
Address: 520 South 6th Avenue
Mansfield, TX 76063
Phone: (817) 477-0320
Fax: (817) 477-0552
Email: AdamL@sjlouis.com

Undersigned affirms: 1. They have read and understood the requirements of this request; 2. They are duly authorized to sign and submit this response on behalf of the firm named in this submittal. 3. The proposal has not been prepared in collusion with any other proposer. The contents of the proposal as it relates to the pricing, terms, or conditions of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business before the official opening of this proposal.

Aaron Rodriguez
Signature

AaronR@sjlouis.com
Email

Submitted at 3/31/2026 09:56:27 AM (CT)

Requested Attachments

Bid Bond

S.J. Louis Construction of Texas Ltd - Bid Bond.pdf

Download Form from the Attachments Tab Complete Form Upload Form Here Must be sealed, bond # included, and power of attorney.

W9

S.J. Louis Construction of Texas Ltd - W9.pdf

Complete the W9 form located in the Attachments Tab and upload here. Please ensure that form is signed.

00-403 Contractor Compliance to Texas Sales Tax Code

S.J. Louis Construction of Texas Ltd - Contractor Compliance to Texas Sales Tax Code.pdf

Download Form from the Attachments; Complete Form; and Upload Form Here

00-410 Experience Record

S.J. Louis Construction of Texas Ltd - Experience Record.pdf

Download Form from the Attachments Tab; Complete Form; and Upload Form Here

CIQ - Conflict of Interest

S.J. Louis Construction of Texas Ltd - CIQ.pdf

Complete the CIQ form located in the Attachments Tab and upload here. If no conflicts exist please still complete boxes 1 and 7.

Form 1295

S.J. Louis Construction of Texas Ltd - Form 1295.pdf

Complete the form 1295 electronically and upload the signed form here. Instructions on how to do so can be found in the attributes.

00-401 Non Resident Bidder Form

S.J. Louis Construction of Texas Ltd - Non Resident Bidder Form.pdf

Complete the Non Resident Bidder form located in the Attachments Tab and upload here.

List of Proposed Subcontractors

S.J. Louis Construction of Texas Ltd - List of Subcontractors.pdf

Bid Attributes

1	**Bond Requirements** **Bid Bond:** Each Proposal submitted shall be accompanied a Bid Bond, in the amount of 5% of the bid total, from a reliable surety as a guarantee that, if awarded the contract, the Proposer will execute a Construction Agreement with the City, including all required bonds and other documents. 1. A copy of the bond shall be uploaded; **and** 2. The original must be submitted, upon request, to Purchasing within 3 business days. **Payment and Performance Bonds:** Payment and Performance Bonds, for the performance of the Work and for payment of those who provide labor or materials, will be required within 10 days after Construction Manager and City execute the Contract. The Payment Bond shall be in an amount equal to 100% of the total bid award; and the Performance Bond shall be in an amount equal to 100% of the total bid award. 1. A payment bond will be required in the event the contract amount exceeds $50,000 2. A performance bond will be required in the event the contract amount exceeds $100,000 **Maintenance Bond:** The successful firm shall furnish a Maintenance Bond in the amount of 100% of the contract sum covering defects of material and workmanship for **two** calendar years following the City's approval and acceptance of the construction. **All bonds must be written by an approved surety company, licensed in the State of Texas and shall issue all bonds in accordance with Texas law.** ☑ I agree to provide the required bonds
2	**Substantial Completion** Substantial Completion = 343 calendar days ☑ Acknowledge
3	**Completion - Ready for Final Payment** Completion = 427 calendar days ☑ Acknowledge
4	**Procore** The City of Celina utilizes Procore Software to manage construction projects. **All communication including RFI's, submittals including payment application and change orders, as well as project scheduling will be submitted and processed electronically through the software.** **All Payment applications must be processed through procore and submitted no later than the 10th day of each month for the previous full month.** **Example:** **All work completed for August 1 - 31, 2023 is due by September 10, 2023** Please acknowledge below your agreement to use Procore and to submit payment applications in a timely manner. ☑ I agree to utilize the City's Procore Software.
5	**Electronic Submission** ***The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.***
6	**Celina Design and Construction Standards** https://www.celina-tx.gov/1069/Engineering-Design-and-Construction-Stan

7 Liquidated Damages

Liquidated Damages will be applied as follows.

Amount of Contract	Amount of Liquidated Damages
Less than $500,000	$500 per day
$500,000 to $1,000,000	$1,000 per day
$1,000,000 to $5,000,000	$2,000 per day
Greater than $5,000,000	$2,500 per day

8 Sub-Contractor Payments

All contracts in which there is a subcontractor involved, must agree to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

Provide a statement that you agree to this requirement.

SJ Louis Construciton of Texas, Ltd. agrees to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

9 Bid Acceptance

All bids will remain subject to acceptance for a period of 90 days.

10 Retracting Your Bid - Making Modifications after submission.

Modification to or Withdrawal of Submission
Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by retracting the response. To modify a submission prior to the submission deadline:

1. Log into your account, click the retract link at the top of the page.
    - Select "NO BID" if you are choosing **not** to re-submit; or
    - **Make the required changes and resubmit your response.**
    - See the help section in the top right of the window for further details.

11 Local Preference Policy

The purpose of this policy is to comply with Sections 271.905 and 271.9051 of the Texas Local Government Code to allow for consideration of a bidder's principal place of business in the award of a competitively bid contract.

This application for local preference consideration does not mean that the City of Celina is limiting responses to the competitive bid process to only businesses located within the City limits. All bids are welcome and encouraged.

Vendors must submit an application with each solicitation. The decision to approve or deny consideration shall be at the discretion of the City Council.

Applications for local preference may downloaded from the City's Procurement website located here.

12 Non-Collusion

I certify as the respondent and submitter for this solicitation that:

1. That I am the person responsible in my firm and named in this bid response for the price(s) and the amount of this bid.
2. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
3. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
4. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
5. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
6. My firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by the State of Texas or Federal Antitrust law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

☑ I certify that the statement is accurate and true.

13 Contact Person

Name and Title

Aaron Rodriguez, Vice President

14 Contact Person Phone

(210) 243-8240

15 Contact Person Email

aaronr@sjlouis.com

16 Main Office Location

520 S. 6th, Mansfield,Texas 76063

17 Years in Business

28

18 Office Location

Please list your corporate office location and any branch locations in Texas.

520 S. 6th, Mansfield, Texas 76063, 10515 Gulfdale St., San Antonio, Texas, 78216

19 Business Name

Has your business operated under the same name? If no, under what former name has your organization operated?

Yes

20 Binding Official

The name of the binding official granted the power to execute agreements.

Aaron Rodriguez

21 Binding Official Email Address

aaronr@sjlouis.com

22 Licensing

List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Type N/A if not.

n/a.

23 SB 252

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not provide supplies or services to a foreign terrorist organization.

☑ I certify that the statement is accurate and true.

24 HB 89 ISRAEL

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract.

☑ I certify that the statement is accurate and true.

25 SB 13 Boycotting Energy Companies

By checking the box, I the authorized representative for the submitting firm certify for this solicitation that:

1. My firm does not boycott energy companies; and
2. My firm, if awarded this solicitation, will not boycott energy companies during the term of this contract.

☑ I certify that the statement is accurate and true.

26 SB 19 Firearm and ammunition industries

In accordance with SB 19, I certify as the respondent and submitter for this solicitation that:

1. I am the person responsible in my firm and named in this bid response.
2. I do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
3. I will not discriminate during the term of the contract against a firearm entity or firearm trade association.

☑ I certify that the statement is accurate and true.

27 Felony Conviction

State in the space provided one of the following:

1. My firm is a publicly held corporation, therefore this reporting requirement is not applicable.
2. My firm is **NOT** owned or operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a Felony. Include the individual(s) name and details of the conviction.

My firm is NOT owned or operated by anyone who has been convicted of a felony.

28 Risk 1: Taxes - Local

Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?
If no, please enclose details.

Yes.

29 **Risk 2: Taxes - State/Federal**

Has your business/company/organization fulfilled all of its obligations relating to the payment of Federal and State taxes, fees, or other obligations?
If No, please enclose details.

Yes.

30 **Risk 3: Audit/Investigation**

In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? If yes, please enclose details.

No

31 **Risk 4: Debarrment**

In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency? If yes, please attach a full explanation.

No.

32 **Risk 5: Bonding**

In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector? If yes, please enclose details.

No.

33 **Risk 6: Licensing**

In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? If yes, please enclose details.

No.

34 **Risk 7 Contract Default**

Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?
If yes, please enclose details.

No.

35 **Risk 8 Contract Termination**

Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details.

No.

36 **Risk 9 Claims and Suits**

Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If yes, please detail.

Due to the complex nature of heavy underground civil construction, legal proceedings occasionally arise that are inherent to the industry. These matters are frequently driven by external factors outside of SJ Louis Construction of Texas, Ltd.'s direct operational control—most notably third-party disputes related to municipal land condemnation, utility easements, or property owner grievances. Such matters are managed in the ordinary course of business and have no impact on our financial stability, bonding capacity, or our ability to successfully execute the requirements of this contract. We maintain a proactive approach to risk management to ensure that any active or historical litigation does not interfere with project delivery or our commitment to the Owner. If requested, a detailed list can be provided.

37 **Risk 10 Claims and Suits**

Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details.

No,

38 **Risk 11 Claims and Suits**

Has your organization filed any lawsuits or requested arbitration with regards to design or construction contracts within the last five (5) years? If the answer is yes, please detail.

No.

39 **Sub-Contractor Payments**

All contracts in which there is a subcontractor involved, must agree to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

Provide a statement that you agree to this requirement.

Acknowledged.

40 **Noise Ordinance**

By acknowledgement below, the awarded vendor agrees to abide by the following:

Construction activities. Construction and construction related activities within the city **shall not begin earlier than 7:00 a.m. nor continue after 7:00 p.m. on any day.** The construction related activity includes but is not limited to the maintenance, servicing and fueling of construction equipment The delivery of construction related materials and/or equipment shall also be limited to the above noted hours. It is the responsibility of the developer/contractor to use good judgment when scheduling work in construction zones located in close proximity to residences, schools, churches, businesses, etc. This is to ensure that citizens are not subjected to undesirable or excessive construction noise. At locations where voluntary compliance is not being observed the city may issue written stop-work orders or may issues citations if it is determined that a violation of the ordinance exists. (Ordinance 2020-53 adopted 8/11/2020)

Acknowledged.

41

Environmental Laws

By acknowledgement below, the awarded vendor agrees to abide by all Federal, State and Local environmental laws including but not limited to the following:

Air Emissions

- Strive to minimize vehicle & equipment idling and shall comply with any current or future ordinance regarding idling.
- Ensure their staff is trained in the proper use of handling all materials and chemicals in order to minimize air emissions.
- Avoid open burning of waste materials.
- Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

Drainage

- Do not pump or dump water containing contaminated materials into waterways, sewer or drainage systems.

Dust Control

- Keep public roadways clean and free of mud unless closed to through traffic in accordance with authorized traffic control plans.
- Install a Mud Mat at the construction access site.

Energy Consumption

- Use energy efficient equipment and work practices (turn off lights and equipment when not in use) when undertaking work on City projects.

Erosion & Sedimentation Control

- Ensure work near water and environmental sensitive areas follows all requirements and permits.
- Be responsible for implementing and maintaining erosion and sediment control measures, when required by specification.

Spill Prevention

- All spills must be reported immediately and proper reporting to all required agencies including City staff.
- All spills shall be controlled, contained, and cleaned as soon as possible.

Waste Management

- When possible, contractors and supplies should employ the “reduce, reuse, and recycle”, principles when working on the City projects to help minimize the amount of waste produced and sent to the landfill.
- Do not bury waste materials.
- All waste shall be disposed of per Federal, State, and Local laws & regulations.

Management of Chemicals

- Hazardous materials brought to and removed from a work site shall be managed in accordance with all Federal, State and local laws & regulations.
- All containers must be properly labeled.
- All paint is low-odor, low VOC.
- Material Safety Data Sheets must be maintained on site.

Noise

- Minimize noise onsite resulting from work activities whenever practical.
- Adhere to required working hours.
- Use vehicles and equipment with properly working muffling devices.

Acknowledged.

42

Public or Private

Is your business publicly traded?

No

43 **Exceptions / Comments**

List any Exceptions or Comments you have here. If none, enter: NONE.

None.

44 **Ex-Parte Communication**

To ensure the fair evaluation of a solicitation, the City prohibits communication (e.g., unsolicited) initiated by the Respondent to City personnel outside the Procurement Department during the solicitation and evaluation period. The appropriate City designee will initiate communication between a Respondent and the City to obtain information or clarification needed to develop an accurate evaluation of the solicitation.
Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.

45 **State of Texas Registration**

Is your company registered with the Texas Secretary of State to transact business in the State of Texas? If your company is registered, provide the file number for your company's registration. If not, please provide an explanation of why your company is not currently registerd. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of the file number.

1149116990003

46 **Certificate of Interested Parties Electronic Filing Form 1295**

In 2015, the Texas Legislature adopted house bill 1295, which added section 2252.908 of the Government Code. The law states that teh City may not enter into this contract unless the COntractor submits a disclosure of interested parties Form 1295 to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the commission. The Contractor shall:

1. Log onto the State Ethics Commission website at:
https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Sign the Form 1295
5. Attach the signed form to the response attachment tab of the solicitation
6. The City will acknowledge the form of the awarded bidder no later than 30 days after the Council award.

☑ Acknowledge

47 **Insurance**

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract. The City will register the winning bidder's insurance with MyCOI for verfication and tracking. When registration is complete, myCOI will request proof of insurance directly from your agent(s).

Work may not begin until contracts are in place, insurance verified and the purchase order and/or a notice to proceed issued.

Note:
1. It is critical that your email address and agents email are accurate.
2. Please add @mycoitracking.com to your safe sender list.

☑ I agree and will maintain the required insurance.

48 **ACH**

All payments will be made via ACH. A form will be sent to the awarded vendor to complete. Payment terms are Net 30 unless otherwise specified by the City in this solicitation.

☑ I agree to receive payments via ACH

49 **System Access Disclaimer**

It is the sole responsibility of the vendor to ensure timely access to the eProcurement system. The City is not responsible for any technical issues, system outages, connectivity problems, or other circumstances that may prevent timely submission of a response. Vendors are strongly encouraged to submit their responses well in advance of the deadline. Late submissions will not be accepted, regardless of the cause.

☑ I acknowledge and accept the disclaimer

50 **Termination for Non-Appropriation of Funds**

The OWNER operates on a fiscal year that ends annually on September 30th. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, OWNER and CONTRACTOR agree and acknowledge that if sufficient funds, whether through debt issuance or any other sources, are not made available, appropriated, and/or if future debt issuances do not occur by the governing body of OWNER for the continued performance of the Project or Work under this Agreement for any fiscal year, either party may terminate this Agreement without penalty. This section, “Termination for Nonappropriation of Funds," shall control over any other provision of this Agreement and any other provision of the Contract Documents.

☑ Acknowledge

51 **Addendum 1**

Please acknowledge receipt of addendum 1.

☑ I acknowledge receipt of Addendum 1

52 **Addendum 2**

Please acknowledge receipt of addendum 2.

☑ I acknowledge receipt of Addendum.

53 **Addendum 3**

Please acknowledge receipt of addendum 3.

☑ I acknowledge receipt of Addendum 3

Bid Lines

1 **Package Header**

Base Bid General Items

Quantity: 1 Total: $1,244,449.23

Package Items

1.1 General Site Preparation

Quantity: 1 UOM: LS Price: $250,000.00 Total: $250,000.00

1.2 Project Sign

Quantity: 3 UOM: EA Price: $1,000.00 Total: $3,000.00

1.3 Trench Safety

Quantity: 12223 UOM: LF Price: $0.01 Total: $122.23

1.4 Storm Water Pollution Prevention Plan

Quantity: 1 UOM: LS Price: $61,250.00 Total: $61,250.00

1.5 Barricades, Signs, and Traffic Handling

Quantity: 8 UOM: MO Price: $1,800.00 Total: $14,400.00

1.6 Mobilization (5 percent)

Quantity: 1 UOM: LS Price: $750,000.00 Total: $750,000.00

1.7 Remove and Replace Plastic Fence

Quantity: 441 UOM: LF Price: $25.00 Total: $11,025.00

1.8 Remove and Replace 4 foot Barbed Wire Fence

Quantity: 280 UOM: LF Price: $20.00 Total: $5,600.00

1.9 Remove and Repace Pipe Rail Fence

Quantity: 240 UOM: LF Price: $50.00 Total: $12,000.00

1.10 Remove and Replace Panel Fence

Quantity: 56 UOM: LF Price: $80.00 Total: $4,480.00

1.11 Permanent Steel Gate

Quantity: 7 UOM: EA Price: $1,500.00 Total: $10,500.00

1.12 Remove and Replace Existing Concrete Pavement

Quantity: 51 UOM: SY Price: $200.00 Total: $10,200.00

1.13 Remove and Replace Concrete Curb

Quantity: 33 UOM: LF Price: $100.00 Total: $3,300.00

1.14 Remove and Replace Asphalt Pavement

Quantity: 51 UOM: SY Price: $80.00 Total: $4,080.00

1.15 Remove and Replace Concrete Sidewalk

Quantity: 42 UOM: SY Price: $100.00 Total: $4,200.00

1.16 Install 6 inch Concrete Driveway Approach

Quantity: 52 UOM: SY Price: $200.00 Total: $10,400.00

1.17 Install Temporary Livestock Fencing

Quantity: 4086 UOM: LF Price: $22.00 Total: $89,892.00

2 Package Header

Base Bid Pipeline Items

Quantity: 1 Total: $7,814,617.50

Package Items

2.1 36 inch DI (AWWA C151/A21.50, PC 150) Pipe by Open Cut

Quantity: 15 UOM: LF Price: $707.00 Total: $10,605.00

2.2 42 inch DI (AWWA C151/A21.50, PC 150) Pipe by Open Cut

Quantity: 1640 UOM: LF Price: $882.05 Total: $1,446,562.00

2.3 42 inch DI (AWWA C151/A21.50, PC 150) Pipe in Casing

Quantity: 190 UOM: LF Price: $1,231.25 Total: $233,937.50

2.4 60 inchx3/8 inch Steel Casing by Bore

Quantity: 148 UOM: LF Price: $1,379.50 Total: $204,166.00

2.5 72 inchx3/8 inch Steel Casing by Open Cut

Quantity: 100 UOM: LF Price: $610.00 Total: $61,000.00

2.6 72 inchx3/8 inch Steel Casing by Bore

Quantity: 800 UOM: LF Price: $1,542.50 Total: $1,234,000.00

2.7 72 inchx0.938 inch Steel Casing by Bore

Quantity: 130 UOM: LF Price: $1,857.50 Total: $241,475.00

2.8 Connect to Existing Water Line

Quantity: 6 UOM: EA Price: $44,400.00 Total: $266,400.00

2.9 24 inch Butterfly Valve

Quantity: 1 UOM: EA Price: $32,760.00 Total: $32,760.00

2.10 36 inch Butterfly Valve

Quantity: 2 UOM: EA Price: $64,510.00 Total: $129,020.00

2.11 42 inch Butterfly Valve

Quantity: 4 UOM: EA Price: $117,360.00 Total: $469,440.00

2.12 54 inch Butterfly Valve

Quantity: 6 UOM: EA Price: $285,250.00 Total: $1,711,500.00

2.13 12 inch Blow-Off Valve Assembly

Quantity: 12 UOM: EA Price: $40,950.00 Total: $491,400.00

2.14 4 inch CAV Assembly w/ Manhole

Quantity: 4 UOM: EA Price: $149,658.00 Total: $598,632.00

2.15 6 inch CAV Assembly w/ Manhole

Quantity: 10 UOM: EA Price: $51,300.00 Total: $513,000.00

2.16 Flowable Fill

Quantity: 290 UOM: LF Price: $160.00 Total: $46,400.00

2.17 60 in x 3/8 in Steel casing by Open Cut

Quantity: 42 UOM: LF Price: $460.00 Total: $19,320.00

2.18 3/4 in PVC piping and plug (PL-25 STA 4+66.47)

Quantity: 25 UOM: LF Price: $1,920.00 Total: $48,000.00

2.19 Fire Hydrant Assembly W/ Plug

Quantity: 1 UOM: EA Price: $55,100.00 Total: $55,100.00

2.20 Additional Coarse Gravel

Quantity: 50 UOM: LF Price: $38.00 Total: $1,900.00

3 Package Header

Base Bid Fiber Optic

Quantity: 1 Total: $89,655.00

Package Items

3.1 Fiber Optic Conduit

Quantity: 2631 UOM: LF Price: $25.00 Total: $65,775.00

3.2 Fiber Optic Ground Box

Quantity: 3 UOM: EA Price: $4,000.00 Total: $12,000.00

3.3 6 in Directional Bore w/ 2-2 in SDR 11 Ducts

Quantity: 99 UOM: LF Price: $120.00 Total: $11,880.00

4 Package Header

Base Bid Landscape Items

Quantity: 1 Total: $5,360.00

Package Items

4.1 Bermuda Seeding

Quantity: 1 UOM: AC Price: $2,000.00 Total: $2,000.00

4.2 Bermuda Sodding

Quantity: 224 UOM: SY Price: $15.00 Total: $3,360.00

5 Package Header

Alternates
(Line excluded from response total)

Quantity: 1 UOM: EA Total: $15,318,560.25

Package Items

5.1 54-inch Polyurethane Coated Steel (AWWA C200) Pipe By open cut

Quantity: 10441 UOM: LF Unit Price: $607.00 Total: $6,337,687.00

5.2 54-inch Polyurethane Coated Steel (AWWA C200) Pipe in Casing

Quantity: 1030 UOM: LF Unit Price: $1,115.50 Total: $1,148,965.00

5.3 54-inch Bar Wrapped Concrete Pipe (AWWA C303) By open cut

Quantity: 10441 UOM: LF Unit Price: $663.25 Total: $6,924,993.25

5.4 54-inch Bar Wrapped Concrete Pipe (AWWA C303) in Casing

Quantity: 1030 UOM: LF Unit Price: $880.50 Total: $906,915.00

5.5 Polyurethane Coated Steel Pipe Cathodic Protection System

Quantity: 1 UOM: LS Unit Price: $78,000.00 Total: $78,000.00

5.6 Bar Wrapped Concrete Cylinder Cathodic Protection System

Quantity: 1 UOM: LS Unit Price: $175,000.00 Total: $175,000.00

Response Total: $9,154,081.73

BID 2026-028 Glendenning Transmission Line
Opened 3/31/26 at 10:00 AM

Line #	Description	QTY	UOM	McKee Utility Contractors, Inc.		S.J. Louis Construction of Texas, Ltd.		Belt Construction		Mountain Cascade of Texas LLC		Western Municipal Construction of Texas, LLC.		BLACKROCK CONSTRUCTION (BRCT, LLC)		SYB CONSTRUCTION		Garney Companies, Inc.		Thalle Construction		Carstensen Contracting Inc		Harper Brothers Construction	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.1	General Site Preparation	1	LS	$ 170,400.00	$ 170,400.00	$ 250,000.00	$ 250,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 380,000.00	$ 380,000.00	$ 342,000.00	$ 342,000.00	$ 81,600.00	$ 81,600.00	$ 250,000.00	$ 250,000.00	$ 210,000.00	$ 210,000.00	$ 400,000.00	$ 400,000.00	$ 75,000.00	$ 75,000.00
1.2	Project Sign	3	EA	$ 1,200.00	$ 3,600.00	$ 1,000.00	$ 3,000.00	$ 2,000.00	$ 6,000.00	$ 700.00	$ 2,100.00	$ 1,200.00	$ 3,600.00	$ 1,150.00	$ 3,450.00	$ 1,800.00	$ 5,400.00	$ 3,500.00	$ 10,500.00	$ 1,100.00	$ 3,300.00	$ 1,600.00	$ 4,800.00	$ 1,000.00	$ 3,000.00
1.3	Trench Safety	12223	LF	$ 1.00	$ 12,223.00	$ 0.01	$ 122.23	$ 5.00	$ 61,115.00	$ 1.00	$ 12,223.00	$ 20.00	$ 244,460.00	$ 5.00	$ 61,115.00	$ 0.96	$ 11,734.08	$ 5.00	$ 61,115.00	$ 1.00	$ 12,223.00	$ 8.00	$ 97,784.00	$ 1.00	$ 12,223.00
1.4	Storm Water Pollution Prevention Plan	1	LS	$ 165,000.00	$ 165,000.00	$ 61,250.00	$ 61,250.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 92,000.00	$ 92,000.00	$ 45,000.00	$ 45,000.00	$ 150,000.00	$ 150,000.00	$ 200,000.00	$ 200,000.00	$ 75,000.00	$ 75,000.00	$ 84,000.00	$ 84,000.00	$ 35,000.00	$ 35,000.00
1.5	Barricades, Signs, and Traffic Handling	8	MO	$ 1,200.00	$ 9,600.00	$ 1,800.00	$ 14,400.00	$ 2,500.00	$ 20,000.00	$ 2,500.00	$ 20,000.00	$ 7,000.00	$ 56,000.00	$ 5,175.00	$ 41,400.00	$ 6,000.00	$ 48,000.00	$ 3,000.00	$ 24,000.00	$ 2,000.00	$ 16,000.00	$ 4,500.00	$ 36,000.00	$ 2,000.00	$ 16,000.00
1.6	Mobilization (5 percent)	1	LS	$ 800,000.00	$ 800,000.00	$ 750,000.00	$ 750,000.00	$ 925,000.00	$ 925,000.00	$ 750,000.00	$ 750,000.00	$ 750,000.00	$ 750,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,170,000.00	$ 1,170,000.00	$ 975,000.00	$ 975,000.00	$ 950,000.00	$ 950,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 900,000.00	$ 900,000.00
1.7	Remove and Replace Plastic Fence	441	LF	$ 70.00	$ 30,870.00	$ 25.00	$ 11,025.00	$ 7.00	$ 3,087.00	$ 35.00	$ 15,435.00	$ 8.00	$ 3,528.00	$ 11.50	$ 5,071.50	$ 24.00	$ 10,584.00	$ 25.00	$ 11,025.00	$ 30.00	$ 13,230.00	$ 9.00	$ 3,969.00	$ 55.00	$ 24,255.00
1.8	Remove and Replace 4 foot Barbed Wire Fence	280	LF	$ 8.00	$ 2,240.00	$ 20.00	$ 5,600.00	$ 8.00	$ 2,240.00	$ 14.00	$ 3,920.00	$ 9.00	$ 2,520.00	$ 11.50	$ 3,220.00	$ 24.00	$ 6,720.00	$ 10.00	$ 2,800.00	$ 25.00	$ 7,000.00	$ 11.00	$ 3,080.00	$ 25.00	$ 7,000.00
1.9	Remove and Repace Pipe Rail Fence	240	LF	$ 80.00	$ 19,200.00	$ 50.00	$ 12,000.00	$ 61.00	$ 14,640.00	$ 50.00	$ 12,000.00	$ 70.00	$ 16,800.00	$ 75.00	$ 18,000.00	$ 36.00	$ 8,640.00	$ 100.00	$ 24,000.00	$ 125.00	$ 30,000.00	$ 64.00	$ 15,360.00	$ 55.00	$ 13,200.00
1.10	Remove and Replace Panel Fence	56	LF	$ 85.00	$ 4,760.00	$ 80.00	$ 4,480.00	$ 17.00	$ 952.00	$ 100.00	$ 5,600.00	$ 20.00	$ 1,120.00	$ 23.00	$ 1,288.00	$ 24.00	$ 1,344.00	$ 30.00	$ 1,680.00	$ 45.00	$ 2,520.00	$ 24.00	$ 1,344.00	$ 40.00	$ 2,240.00
1.11	Permanent Steel Gate	7	EA	$ 4,300.00	$ 30,100.00	$ 1,500.00	$ 10,500.00	$ 2,000.00	$ 14,000.00	$ 4,000.00	$ 28,000.00	$ 3,000.00	$ 21,000.00	$ 2,875.00	$ 20,125.00	$ 12,000.00	$ 84,000.00	$ 6,500.00	$ 45,500.00	$ 2,500.00	$ 17,500.00	$ 4,100.00	$ 28,700.00	$ 1,500.00	$ 10,500.00
1.12	Remove and Replace Existing Concrete Pavement	51	SY	$ 225.00	$ 11,475.00	$ 200.00	$ 10,200.00	$ 200.00	$ 10,200.00	$ 250.00	$ 12,750.00	$ 200.00	$ 10,200.00	$ 270.00	$ 13,770.00	$ 180.00	$ 9,180.00	$ 860.00	$ 43,860.00	$ 650.00	$ 33,150.00	$ 180.00	$ 9,180.00	$ 285.00	$ 14,535.00
1.13	Remove and Replace Concrete Curb	33	LF	$ 43.00	$ 1,419.00	$ 100.00	$ 3,300.00	$ 50.00	$ 1,650.00	$ 64.00	$ 2,112.00	$ 115.00	$ 3,795.00	$ 75.00	$ 2,475.00	$ 90.00	$ 2,970.00	$ 330.00	$ 10,890.00	$ 110.00	$ 3,630.00	$ 130.00	$ 4,290.00	$ 220.00	$ 7,260.00
1.14	Remove and Replace Asphalt Pavement	51	SY	$ 366.00	$ 18,666.00	$ 80.00	$ 4,080.00	$ 100.00	$ 5,100.00	$ 200.00	$ 10,200.00	$ 170.00	$ 8,670.00	$ 150.00	$ 7,650.00	$ 180.00	$ 9,180.00	$ 118.00	$ 6,018.00	$ 160.00	$ 8,160.00	$ 150.00	$ 7,650.00	$ 130.00	$ 6,630.00
1.15	Remove and Replace Concrete Sidewalk	42	SY	$ 210.00	$ 8,820.00	$ 100.00	$ 4,200.00	$ 120.00	$ 5,040.00	$ 135.00	$ 5,670.00	$ 150.00	$ 6,300.00	$ 155.00	$ 6,510.00	$ 162.00	$ 6,804.00	$ 500.00	$ 21,000.00	$ 120.00	$ 5,040.00	$ 105.00	$ 4,410.00	$ 224.00	$ 9,408.00
1.16	Install 6 inch Concrete Driveway Approach	52	SY	$ 138.00	$ 7,176.00	$ 200.00	$ 10,400.00	$ 200.00	$ 10,400.00	$ 250.00	$ 13,000.00	$ 150.00	$ 7,800.00	$ 225.00	$ 11,700.00	$ 180.00	$ 9,360.00	$ 400.00	$ 20,800.00	$ 200.00	$ 10,400.00	$ 130.00	$ 6,760.00	$ 247.00	$ 12,844.00
1.17	Install Temporary Livestock Fencing	4086	LF	$ 10.00	$ 40,860.00	$ 22.00	$ 89,892.00	$ 10.00	$ 40,860.00	$ 10.00	$ 40,860.00	$ 15.00	$ 61,290.00	$ 11.50	$ 46,989.00	$ 6.00	$ 24,516.00	$ 13.00	$ 53,118.00	$ 20.00	$ 81,720.00	$ 14.00	$ 57,204.00	$ 35.00	$ 143,010.00
2.1	36 inch DI (AWWA C151/A21.50, PC 150) Pipe by Open Cut	15	LF	$ 4,000.00	$ 60,000.00	$ 707.00	$ 10,605.00	$ 6,500.00	$ 97,500.00	$ 2,000.00	$ 30,000.00	$ 9,000.00	$ 135,000.00	$ 7,235.00	$ 108,525.00	$ 8,831.81	$ 132,477.15	$ 1,000.00	$ 15,000.00	$ 7,000.00	$ 105,000.00	$ 2,400.00	$ 36,000.00	$ 5,800.00	$ 87,000.00
2.2	42 inch DI (AWWA C151/A21.50, PC 150) Pipe by Open Cut	1640	LF	$ 750.00	$ 1,230,000.00	$ 882.05	$ 1,446,562.00	$ 950.00	$ 1,558,000.00	$ 1,300.00	$ 2,132,000.00	$ 1,050.00	$ 1,722,000.00	$ 1,045.00	$ 1,713,800.00	$ 1,056.14	$ 1,732,069.60	$ 1,000.00	$ 1,640,000.00	$ 1,300.00	$ 2,132,000.00	$ 1,250.00	$ 2,050,000.00	$ 1,139.00	$ 1,867,960.00
2.3	42 inch DI (AWWA C151/A21.50, PC 150) Pipe in Casing	190	LF	$ 1,000.00	$ 190,000.00	$ 1,231.25	$ 233,937.50	$ 1,950.00	$ 370,500.00	$ 950.00	$ 180,500.00	$ 1,000.00	$ 190,000.00	$ 1,032.00	$ 196,080.00	$ 1,123.83	$ 213,527.70	$ 1,750.00	$ 332,500.00	$ 1,900.00	$ 361,000.00	$ 980.00	$ 186,200.00	$ 2,415.00	$ 458,850.00
2.4	60 inchx3/8 inch Steel Casing by Bore	148	LF	$ 1,500.00	$ 222,000.00	$ 1,379.50	$ 204,166.00	$ 2,000.00	$ 296,000.00	$ 1,800.00	$ 266,400.00	$ 1,700.00	$ 251,600.00	$ 2,225.00	$ 329,300.00	$ 1,761.60	$ 260,716.80	$ 1,850.00	$ 273,800.00	$ 1,800.00	$ 266,400.00	$ 2,800.00	$ 414,400.00	$ 2,875.00	$ 425,500.00
2.5	72 inchx3/8 inch Steel Casing by Open Cut	100	LF	$ 900.00	$ 90,000.00	$ 610.00	$ 61,000.00	$ 500.00	$ 50,000.00	$ 1,820.00	$ 182,000.00	$ 950.00	$ 95,000.00	$ 855.00	$ 85,500.00	$ 1,240.54	$ 124,054.00	$ 1,700.00	$ 170,000.00	$ 900.00	$ 90,000.00	$ 1,300.00	$ 130,000.00	$ 1,595.00	$ 159,500.00
2.6	72 inchx3/8 inch Steel Casing by Bore	800	LF	$ 1,700.00	$ 1,360,000.00	$ 1,542.50	$ 1,234,000.00	$ 2,450.00	$ 1,960,000.00	$ 1,900.00	$ 1,520,000.00	$ 1,700.00	$ 1,360,000.00	$ 2,600.00	$ 2,080,000.00	$ 2,059.20	$ 1,647,360.00	$ 2,000.00	$ 1,600,000.00	$ 1,800.00	$ 1,440,000.00	$ 2,800.00	$ 2,240,000.00	$ 2,905.00	$ 2,324,000.00
2.7	72 inchx0.938 inch Steel Casing by Bore	130	LF	$ 2,000.00	$ 260,000.00	$ 1,857.50	$ 241,475.00	$ 3,200.00	$ 416,000.00	$ 2,250.00	$ 292,500.00	$ 3,000.00	$ 390,000.00	$ 3,150.00	$ 409,500.00	$ 2,449.20	$ 318,396.00	$ 2,250.00	$ 292,500.00	$ 2,200.00	$ 286,000.00	$ 3,500.00	$ 455,000.00	$ 6,645.00	$ 863,850.00
2.8	Connect to Existing Water Line	6	EA	$ 25,000.00	$ 150,000.00	$ 44,400.00	$ 266,400.00	$ 12,000.00	$ 72,000.00	$ 50,000.00	$ 300,000.00	$ 40,000.00	$ 240,000.00	$ 42,550.00	$ 255,300.00	$ 56,759.69	$ 340,558.14	$ 75,000.00	$ 450,000.00	$ 35,000.00	$ 210,000.00	$ 48,000.00	$ 288,000.00	$ 62,200.00	$ 373,200.00
2.9	24 inch Butterfly Valve	1	EA	$ 40,000.00	$ 40,000.00	$ 32,760.00	$ 32,760.00	$ 25,000.00	$ 25,000.00	$ 40,000.00	$ 40,000.00	$ 30,000.00	$ 30,000.00	$ 36,510.00	$ 36,510.00	$ 56,348.99	$ 56,348.99	$ 35,000.00	$ 35,000.00	$ 45,000.00	$ 45,000.00	$ 30,000.00	$ 30,000.00	$ 61,015.00	$ 61,015.00
2.10	36 inch Butterfly Valve	2	EA	$ 80,000.00	$ 160,000.00	$ 64,510.00	$ 129,020.00	$ 58,000.00	$ 116,000.00	$ 75,000.00	$ 150,000.00	$ 70,000.00	$ 140,000.00	$ 72,630.00	$ 145,260.00	$ 95,286.31	$ 190,572.62	$ 75,000.00	$ 150,000.00	$ 87,000.00	$ 174,000.00	$ 75,000.00	$ 150,000.00	$ 105,660.00	$ 211,320.00
2.11	42 inch Butterfly Valve	4	EA	$ 125,000.00	$ 500,000.00	$ 117,360.00	$ 469,440.00	$ 103,000.00	$ 412,000.00	$ 127,000.00	$ 508,000.00	$ 120,000.00	$ 480,000.00	$ 125,585.00	$ 502,340.00	$ 148,748.16	$ 594,992.64	$ 125,000.00	$ 500,000.00	$ 150,000.00	$ 600,000.00	$ 165,000.00	$ 660,000.00	$ 181,500.00	$ 726,000.00
2.12	54 inch Butterfly Valve	6	EA	$ 150,000.00	$ 900,000.00	$ 285,250.00	$ 1,711,500.00	$ 290,000.00	$ 1,740,000.00	$ 330,000.00	$ 1,980,000.00	$ 345,000.00	$ 2,070,000.00	$ 343,015.00	$ 2,058,090.00	$ 376,231.17	$ 2,257,387.02	$ 350,000.00	$ 2,100,000.00	$ 400,000.00	$ 2,400,000.00	$ 420,000.00	$ 2,520,000.00	$ 426,300.00	$ 2,557,800.00
2.13	12 inch Blow-Off Valve Assembly	12	EA	$ 38,000.00	$ 456,000.00	$ 40,950.00	$ 491,400.00	$ 24,000.00	$ 288,000.00	$ 28,000.00	$ 336,000.00	$ 24,000.00	$ 288,000.00	$ 28,590.00	$ 343,080.00	$ 45,772.89	$ 549,274.68	$ 50,000.00	$ 600,000.00	$ 40,000.00	$ 480,000.00	$ 35,000.00	$ 420,000.00	$ 59,300.00	$ 711,600.00
2.14	4 inch CAV Assembly w/ Manhole	4	EA	$ 105,000.00	$ 420,000.00	$ 149,658.00	$ 598,632.00	$ 58,000.00	$ 232,000.00	$ 75,000.00	$ 300,000.00	$ 65,000.00	$ 260,000.00	$ 79,150.00	$ 316,600.00	$ 89,656.27	$ 358,625.08	$ 85,000.00	$ 340,000.00	$ 90,000.00	$ 360,000.00	$ 90,000.00	$ 360,000.00	$ 207,900.00	$ 831,600.00
2.15	6 inch CAV Assembly w/ Manhole	10	EA	$ 45,000.00	$ 450,000.00	$ 51,300.00	$ 513,000.00	$ 38,000.00	$ 380,000.00	$ 50,000.00	$ 500,000.00	$ 65,000.00	$ 650,000.00	$ 56,485.00	$ 564,850.00	$ 66,019.84	$ 660,198.40	$ 95,000.00	$ 950,000.00	$ 100,000.00	$ 1,000,000.00	$ 80,000.00	$ 800,000.00	$ 38,400.00	$ 384,000.00
2.16	Flowable Fill	290	LF	$ 260.00	$ 75,400.00	$ 160.00	$ 46,400.00	$ 630.00	$ 182,700.00	$ 168.00	$ 48,720.00	$ 300.00	$ 87,000.00	$ 845.00	$ 245,050.00	$ 439.20	$ 127,368.00	$ 300.00	$ 87,000.00	$ 700.00	$ 203,000.00	$ 550.00	$ 159,500.00	$ 396.00	$ 114,840.00
2.17	60 in x 3/8 in Steel casing by Open Cut	42	LF	$ 800.00	$ 33,600.00	$ 460.00	$ 19,320.00	$ 415.00	$ 17,430.00	$ 1,575.00	$ 66,150.00	$ 1,050.00	$ 44,100.00	$ 1,070.00	$ 44,940.00	$ 1,566.68	$ 65,800.56	$ 1,700.00	$ 71,400.00	$ 750.00	$ 31,500.00	$ 1,500.00	$ 63,000.00	$ 1,908.00	$ 80,136.00
2.18	3/4 in PVC piping and plug (PL-25 STA 4+66.47)	25	LF	$ 150.00	$ 3,750.00	$ 1,920.00	$ 48,000.00	$ 7.00	$ 175.00	$ 60.00	$ 1,500.00	$ 150.00	$ 3,750.00	$ 75.00	$ 1,875.00	$ 60.00	$ 1,500.00	$ 1,500.00	$ 37,500.00	$ 55.00	$ 1,375.00	$ 28.00	$ 700.00	$ 2,600.00	$ 65,000.00
2.19	Fire Hydrant Assembly W/ Plug	1	EA	$ 57,000.00	$ 57,000.00	$ 55,100.00	$ 55,100.00	$ 7,000.00	$ 7,000.00	$ 10,000.00	$ 10,000.00	$ 9,500.00	$ 9,500.00	$ 11,500.00	$ 11,500.00	$ 14,400.00	$ 14,400.00	$ 45,000.00	$ 45,000.00	$ 20,000.00	$ 20,000.00	$ 12,000.00	$ 12,000.00	$ 72,300.00	$ 72,300.00
2.20	Additional Coarse Gravel	50	LF	$ 30.00	$ 1,500.00	$ 38.00	$ 1,900.00	$ 75.00	$ 3,750.00	$ 100.00	$ 5,000.00	$ 40.00	$ 2,000.00	$ 80.00	$ 4,000.00	$ 120.00	$ 6,000.00	$ 50.00	$ 2,500.00	$ 45.00	$ 2,250.00	$ 60.00	$ 3,000.00	$ 256.00	$ 12,800.00
3.1	Fiber Optic Conduit	2631	LF	$ 40.00	$ 105,240.00	$ 25.00	$ 65,775.00	$ 5.00	$ 13,155.00	$ 80.00	$ 210,480.00	$ 100.00	$ 263,100.00	$ 70.00	$ 184,170.00	$ 52.80	$ 138,916.80	$ 31.00	$ 81,561.00	$ 25.00	$ 65,775.00	$ 28.00	$ 73,668.00	$ 35.00	$ 92,085.00
3.2	Fiber Optic Ground Box	3	EA	$ 5,000.00	$ 15,000.00	$ 4,000.00	$ 12,000.00	$ 2,100.00	$ 6,300.00	$ 15,000.00	$ 45,000.00	$ 5,000.00	$ 15,000.00	$ 4,600.00	$ 13,800.00	$ 6,456.00	$ 19,368.00	$ 8,500.00	$ 25,500.00	$ 4,000.00	$ 12,000.00	$ 2,800.00	$ 8,400.00	$ 17,250.00	$ 51,750.00
3.3	6 in Directional Bore w/ 2-2 in SDR 11 Ducts	99	LF	$ 35.00	$ 3,465.00	$ 120.00	$ 11,880.00	$ 50.00	$ 4,950.00	$ 500.00	$ 49,500.00	$ 200.00	$ 19,800.00	$ 150.00	$ 14,850.00	$ 73.20	$ 7,246.80	$ 615.00	$ 60,885.00	$ 120.00	$ 11,880.00	$ 44.00	$ 4,356.00	$ 650.00	$ 64,350.00
4.1	Bermuda Seeding	1	AC	$ 7,500.00	$ 7,500.00	$ 2,000.00	$ 2,000.00	$ 1,200.00	$ 1,200.00	$ 125,000.00	$ 125,000.00	$ 15,000.00	$ 15,000.00	$ 12,500.00	$ 12,500.00	$ 14,520.00	$ 14,520.00	$ 9,000.00	$ 9,000.00	$ 9,500.00	$ 9,500.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00
4.2	Bermuda Sodding	224	SY	$ 12.00	$ 2,688.00	$ 15.00	$ 3,360.00	$ 9.00	$ 2,016.00	$ 7.00	$ 1,568.00	$ 15.00	$ 3,360.00	$ 20.00	$ 4,480.00	$ 12.00	$ 2,688.00	$ 10.00	$ 2,240.00	$ 18.00	$ 4,032.00	$ 15.00	$ 3,360.00	$ 12.00	$ 2,688.00
	Base Bid Total				**$ 8,129,552.00**		**$ 9,154,081.73**		**$ 9,471,960.00**		**$ 10,314,188.00**		**$ 10,433,293.00**		**$ 11,311,663.50**		**$ 11,474,399.06**		**$ 11,632,692.00**		**$ 11,789,585.00**		**$ 12,835,115.00**		**$ 13,893,749.00**
5	Alternates																								
5.1	54-inch Polyurethane Coated Steel (AWWA C200) Pipe By open cut	10441	LF	$ 864.64	$ 9,027,706.24	$ 607.00	$ 6,337,687.00	$ 650.00	$ 6,786,650.00	$ 675.00	$ 7,047,675.00	$ 570.00	$ 5,951,370.00	$ 758.00	$ 7,914,278.00	$ 735.00	$ 7,674,135.00	$ 610.00	$ 6,369,010.00	$ 650.00	$ 6,786,650.00	$ 653.00	$ 6,817,973.00	$ 800.00	$ 8,352,800.00
5.2	54-inch Polyurethane Coated Steel (AWWA C200) Pipe in Casing	1030	LF	$ 837.19	$ 862,305.70	$ 1,115.50	$ 1,148,965.00	$ 700.00	$ 721,000.00	$ 956.00	$ 984,680.00	$ 510.00	$ 525,300.00	$ 838.00	$ 863,140.00	$ 609.86	$ 628,155.80	$ 1,305.00	$ 1,344,150.00	$ 745.00	$ 767,350.00	$ 940.00	$ 968,200.00	$ 1,900.00	$ 1,957,000.00
5.3	54-inch Bar Wrapped Concrete Pipe (AWWA C303) By open cut	10441	LF	$ 888.14	$ 9,273,069.74	$ 663.25	$ 6,924,993.25	$ 761.00	$ 7,945,601.00	$ 746.00	$ 7,788,986.00	$ 610.00	$ 6,369,010.00	$ 710.00	$ 7,413,110.00	$ 771.00	$ 8,050,011.00	$ 635.00	$ 6,630,035.00	$ 660.00	$ 6,891,060.00	$ 750.00	$ 7,830,750.00	No Bid	No Bid
5.4	54-inch Bar Wrapped Concrete Pipe (AWWA C303) in Casing	1030	LF	$ 837.19	$ 862,305.70	$ 880.50	$ 906,915.00	$ 773.00	$ 796,190.00	$ 1,274.00	$ 1,312,220.00	$ 520.00	$ 535,600.00	$ 780.00	$ 803,400.00	$ 856.46	$ 882,153.80	$ 1,500.00	$ 1,545,000.00	$ 845.00	$ 870,350.00	$ 660.00	$ 679,800.00	No Bid	No Bid
5.5	Polyurethane Coated Steel Pipe Cathodic Protection System	1	LS	$ 85,001.06	$ 85,001.06	$ 78,000.00	$ 78,000.00	$ 138,685.00	$ 138,685.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 400,000.50	$ 400,000.50	$ 175,000.00	$ 175,000.00	$ 250,000.00	$ 250,000.00	$ 140,000.00	$ 140,000.00	$ 125,000.00	$ 125,000.00	$ 105,000.00	$ 105,000.00
5.6	Bar Wrapped Concrete Cylinder Cathodic Protection System	1	LS	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 400,000.50	$ 400,000.50	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 175,000.00	$ 140,000.00	$ 140,000.00	$ 175,000.00	$ 175,000.00	No Bid	No Bid
	Base Bid with Polyurethane Coated Steel Pipe Total				**$ 18,104,565.00**		**$ 16,718,733.73**		**$ 17,118,295.00**		**$ 18,521,543.00**		**$ 17,084,963.00**		**$ 20,489,082.00**		**$ 19,951,689.86**		**$ 19,595,852.00**		**$ 19,483,585.00**		**$ 20,746,288.00**		**$ 24,308,549.00**
	Base Bid with Bar Wrapped Concrete Pipe Total				**$ 18,439,927.44**		**$ 17,160,989.98**		**$ 18,388,751.00**		**$ 19,590,394.00**		**$ 17,512,903.00**		**$ 19,928,174.00**		**$ 20,581,563.86**		**$ 19,982,727.00**		**$ 19,690,995.00**		**$ 21,520,665.00**		**No Bid**	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1436827

Date Filed:
03/23/2026

Date Acknowledged:
03/31/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

S.J. Louis Construction of Texas, Ltd.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Celina

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2026-005
Glendenning Railroad Crossing Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
SJ Louis, LLC	Wilmington, DE United States, TX	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

The Celina Purchasing Department has Received and Acknowledged this Form 1295 as required by Texas Government Code, Section 2252.908. Forms are acknowledged through the Ethics Commission website, and the final acknowledged form does not include a signature. The original document is on file in the bid folder and includes the required signature.

_____
Signature of authorized agent of contracting business entity
(Declarant)