



**CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, MAY 14, 2019
5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Oaths of Office for newly elected City Council Members. (Faulkner)
- B. 2974 : CoServ Economic Development Grant. (Jackson)
- C. Building Safety Month Proclamation. (Hernandez)
- D. 2949 : Historic Preservation Month Proclamation. (Barton)
- E. National Public Works Week Proclamation. (Fourmentin)
- F. Motorcycle Safety Awareness Proclamation.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Employee Introductions. (Cromwell, Metdker, Fourmentin)
- B. Employee Recognition. (Terry)
- C. 2018 Police Annual Report. (Griggs)
- D. Discussion regarding any and/or all agenda items.
- E. Staff Reports attached

V. OPEN FORUM:

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

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

VI. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.087, Deliberation Regarding Economic Development Negotiation.

- A. Update regarding potential business opportunities. (Jackson)
- B. Economic Development Agreements. (Laumer)

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

- C. Potential settlement with Kodiak Trenching and Boring LLC.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.

- D. Generally located near the Downtown area and near the Punk Carter Parkway and Coit Road area.

Reconvene Into Open Session

- E. Consider and act upon any items discussed in executive session.

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

- A. Minutes Approval:

- 1. City Council - Regular Meeting - Apr 9, 2019 5:00 PM

- B. Consider and act upon corrections to the minutes of the December 20, 2019, Special Meeting including the voting record for item II A. (Faulkner)
- C. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Pavecon Public Works, LP., in the amount of \$1,156,093.80 (includes 10% contingency) for the Kentucky Drive Improvements project. The base bid and alternates for this project was in the amount of \$1,054,184.80. (Brawner)
- D. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Insituform Technologies, LLC in the amount of \$432,755.25 for Sanitary Sewer Line Rehabilitation. (Fourmentin)
- E. Consider and act upon a resolution accepting a petition from Molly Ann Huie for the voluntary annexation of an approximately 8.626 acre tract of land, Collin County, Texas and setting two public hearing dates for June 11, 2019 at 5:00 p.m. and July 9, 2019 at 5:00 p.m. The property is generally located south of Choate Parkway and approximately 1,300 feet east of County Road 87. (Huie Property Annexation Resolution) (Mohan)

- F. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Norris D Texas, LLC. in the amount of \$84,200.00 for the implementation of a Parks Master Plan. (Brawner)
- G. Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule to provide a comprehensive fee update and on the adoption of a master fee chart. (Master Fee Chart) (McAfee)
- H. Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting a petition to create the Mustang Lakes (Annex) Public Improvement District and calling for a public hearing. (DeBuff)
- I. Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the city manager of the City of Celina, Texas to execute a License, Indemnification and Hold Harmless Agreement by and between the City of Celina and Rex and Sherese Glendenning for setting up and launching a fireworks display for Celina and its guests, patrons and invitees. (Splash & Blast Indemnity) (Matehuala)
- J. Consider and act an ordinance amending the City's Code of Ordinances; Chapter 13 Utilities, Article 13.03 Water and Sewers; Section 13.03.002 Water Connection and Meters. (Fourmentin)
- K. Consider and act upon approval of a Drought Contingency Plan (TCEQ PWS ID#0430004). (Fourmentin)
- L. Consider and act upon approval of a Water Conservation Plan (TCEQ PWS ID#0430004). (Fourmentin)
- M. Consider and act to authorize the City Manager to execute an amendment to the Guaranteed Maximum Price for Fire Station #2 by and between the City of Celina and Hangartner Commercial, Inc. for \$3,585,881. (Brawner)
- N. Consider and act to authorize the City Manager to execute an agreement between the City of Celina and Siddons Martin Emergency Group, LLC in the amount of \$787,131.72 for a new Pierce Custom Velocity PUC Pumper Truck. (Metdker)
- O. A resolution of the City of Celina, Texas finding that Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor pursuant to 16 Tex. Admin. Code § 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company. (Oncor Rate Increase Denial) (DeBuff)

VIII. PUBLIC HEARING/ACTION:

- A. The City Council will conduct the second of two public hearings on the City initiated annexation of an approximately 81.3 acre tract of land, generally located on the Dallas North Tollway, in between Light Farms Way and County Road 51. (NTTA ROW Annexation) (Mohan)

- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance 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 an approximately 7.5 acres of land from Agriculture District (AG), to General Commercial District (C-2) with the Preston Road Overlay (PRO); generally located east of Preston Road and approximately 1,400 feet south of Sunset Boulevard. (Plaza 289 Zoning) (Mohan)
- C. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance 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 an approximately 15 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, amending a portion of Tract 1 of Planned Development No. 84 (PD-84), for The Columns. The tract is generally located 800 feet north of Light Farms Way and east of Dallas North Tollway, within the City limits. (The Columns Zoning Amendment) (McAfee)
- D. The City Council of the City of Celina will hold a public hearing to consider testimony and act upon a resolution of the City of Celina, Texas authorizing and creating the Glen Crossing West Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code. (DeBuff)

IX. ACTION ITEM:

- A. Consider and act upon approval of canvass documents for the May 4, 2019, General Election results. (Faulkner)
- B. Consider and act upon an ordinance ordering, establishing procedures, and setting the date for a runoff election for Celina City Council Place 6; providing for the approval of Election Judges and Voting Clerks; and providing for related matters. (Faulkner)
- C. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Advanced Paving Company in the amount of \$465,879.70 plus 10% contingency (\$46,587.97) for the 2019 Street Improvements project. (Brawner)

X. ADJOURNMENT:

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

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



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

Date Notice Removed



Celina Economic Development Corporation
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alexis Jackson, Director of Economic Development
Date: May 14, 2019
Re:

Action Requested:

CoServ Economic Development Grant. (Jackson)

Background Information:

The Celina Economic Development Corporation sought a grant from CoServ as part of their community outreach, for funding for marketing material which included design and printing of a high quality, professional city wide map. CoServ awarded the EDC a \$15,080.00 grant.

Supporting Documents:

Award letter.

Staff Recommendation:



April 24, 2019

City of Celina Economic Development Corporation
 Alexis Jackson, Director of Celina EDC
 302 W. Walnut Street
 Celina, TX. 75009

Attention: Alexis Jackson

RE: Approval of Grant Application

Dear Alexis Jackson:

We are pleased to notify you that the CoServ Electric Economic Development Grant Committee (the "Committee") has completed its review of the Grant Application (the "Application") submitted by, Celina Economic Development Corporation (the "Applicant") and has approved a grant to the Applicant in the amount of \$15,080.00 (the "Grant"). The Committee made this decision based largely on the information contained in the Application and, therefore, the Committee has an expectation that the Grant will be used by the Applicant for the following purpose, as described in the Application:

<u>Proposed Expenditure</u>	<u>Amount Granted</u>
Marketing Material – Custom image processing, Graphic design, Litho Rep posters, Prints, Shipping CoServ Logo added to the bottom middle of Aerial map, Section 2 & Section 3 of the ad will be reserved for CoServ	\$15,080.00
Total:	\$15,080.00

Attachment: Signed Celina Coserv Grant (CoServ Economic Development Grant)

If you agree that the Grant will be used for this purpose, please so indicate by having a duly authorized representative of the Applicant sign this letter in the space provided below. By signing below, the Applicant agrees (i) to notify the Committee of any change(s) in the intended use of the Grant prior to the Applicant's use thereof, and (ii) that in the event the Applicant uses the Grant for any purpose other than as described above, regardless of whether Applicant has notified the Committee of such change, the Committee may request the Applicant to, and upon such request the Applicant shall, immediately return the Grant.

A reimbursement form must be submitted within 1 year of this letter. CoServ Electric will reimburse up to \$15,080.00. Please submit forms with applicable invoices to:

CoServ Electric
Attn: Donna Wood
7701 S. Stemmons Frwy
Corinth, Texas 76210

Please allow 2-4 weeks to process your reimbursement request. Your Community Support Specialist will contact you set up a time to deliver the reimbursement.

Please do not hesitate to contact Donna Wood at 940-270-6816, if you have any questions.

ACCEPTED and AGREED

this 24 day of APRIL, 2019.

By: _____

Name: _____

Title: _____

Alexis Jackson
ALEXIS JACKSON
DIRECTOR CEUNA CDC

Attachment: Signed Celina Coserv Grant (CoServ Economic Development Grant)



Mainstreet Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Rebecca Barton, Downtown Development Manager
CC: Vicki Faulkner, City Secretary
Date: May 14, 2019
Re: Historic Preservation Month Proclamation

Action Requested:

Historic Preservation Month Proclamation. (Barton)

Background Information:

The National Trust for Historic Preservation created Preservation Week in 1971, to spotlight preservation efforts in America. Since then, it has grown into an annual celebration every May instilling community pride, and showing the social and economic benefits of historic preservation. Many Celina residents, groups, and organizations work hard to preserve Celina's past for future generations. Just a few of those organization are the Historic Preservation Commission, Main Street Advisory Board, and the Celina Area Heritage Museum.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

See attached.

Staff Recommendation:

Review and Sign

Proclamation

Whereas, "May has been designated National Preservation Month nationally and locally; and

Whereas, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

Whereas, historic preservation is inherently economically, environmentally, and socially sustainable, fostering a culture of reuse and maximizing the life cycle of all resources through conservation; and

Whereas, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

Whereas, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

Whereas, many Celina residents, groups and organizations work hard to preserve Celina's past for future generations;

Now, Therefore, I, Sean Terry, Mayor of Celina, do proclaim May 2019 as National Preservation Month, and call upon the people of Celina to join their fellow citizens across the United States in recognizing and participating in this special observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City to be affixed this 14th day of May, 2019.

Sean Terry, Mayor



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: May 14, 2019
Re: Staff reports

Action Requested:
Staff Reports attached

Background Information:
Monthly staff reports.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:



Development Services Report

Planning & Zoning Building Safety Permitting GIS Code Enforcement

May 2019

Sales Tax Revenue:
\$168,270.07

**Average New
Home Value:**
\$413,657

Average Square Feet:
3429

119
New Homes Permitted

4352
Construction Inspections

Population: 20,070

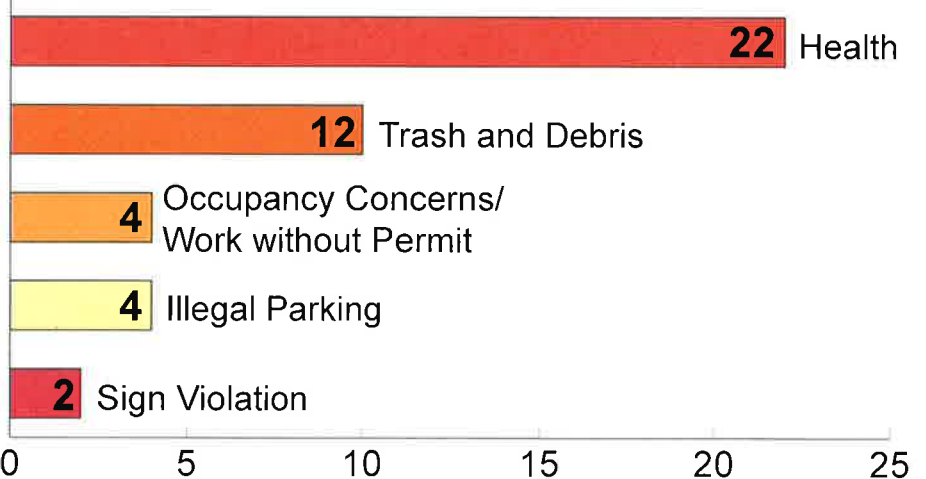
As of
February 1, 2019
all board meetings are
going to be held at
Celina ISD
Administration Building
205 S. Colorado St.

Upcoming City Events:

May 3: Friday Night Market 6-9pm Downtown
June 7: Friday Night Market 6-9pm Downtown
June 15: Movie Night on the Square @Dark
June 29: Splash & Blast 5-9pm Old Celina Park



Code Enforcement Scoreboard



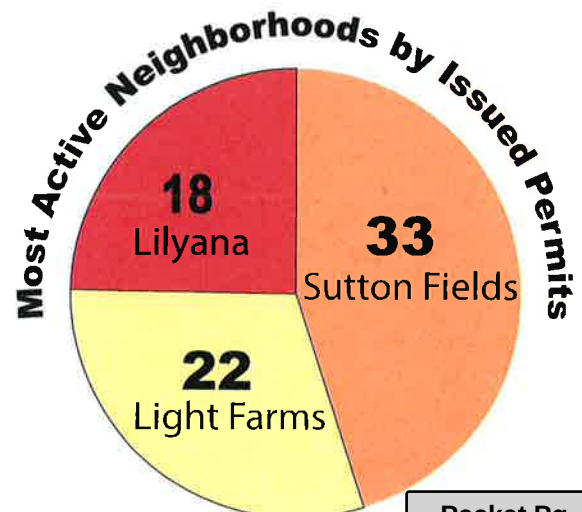
Commercial Projects

Issued Permits: 5

- Celina Office Building
- Hey Sugar
- Lifeway Church Office
- Mustang Lakes Patio Snack Shack
- Creeks of Legacy West PH2

Certificates of Occupancy: 3

- Rice Noodle Restaurant
- Callum East Design - Woodworking
- Lilyana Amenity Office



**All numbers reflect data from the month of April*



Celina Fire Department
City of Celina, Texas

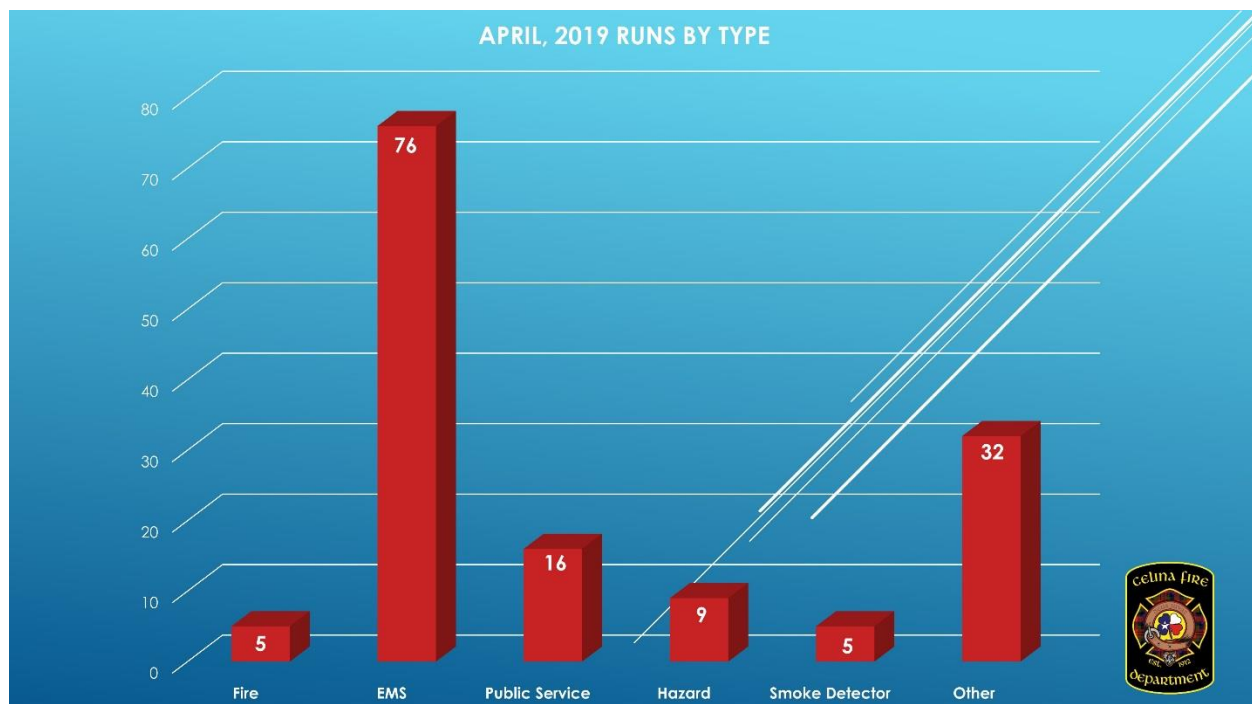
MEMORANDUM

To: Honorable Mayor Sean Terry and the Celina City Council
 From: Mark Metdker, Fire Chief/Fire Marshal
 CC: Jason Laumer, City Manager
 Date: 5/14/2019
 Re: April 2019 Fire Department Activity Report

This is the April Fire Department monthly report. It will detail the activity from Operations, EMS, Emergency Management and Fire Prevention. As always, thanks for your continued support of your Fire Department. Please contact me with any questions or comments.

Calls for Service

Celina FD had a busy month with 143 calls for service. 76 calls were EMS related



Attachment: Fire Report May 2019 (Staff Reports)

Celina FD breakdown of calls by month



2019 projections forecast an overall increase in calls



Fire Prevention Monthly Report

Month – April 2019

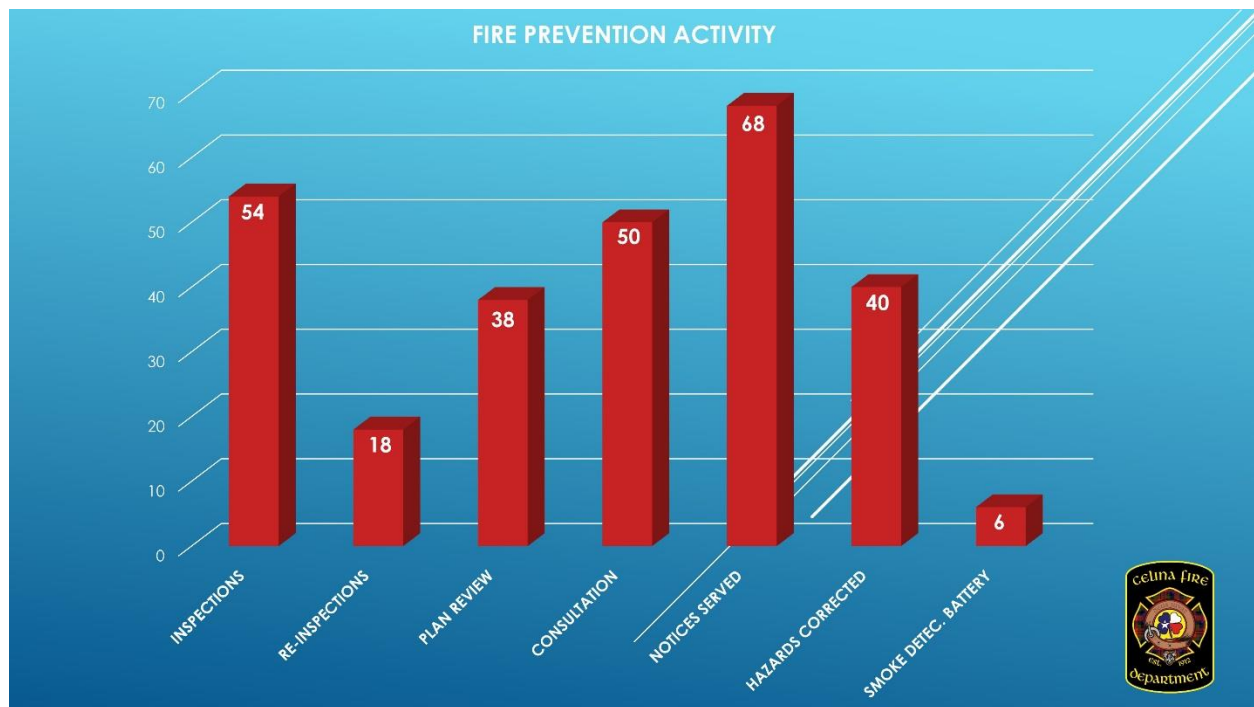
Fire Prevention and Inspections

Fire Marshal Friday

Training over Methodist Church with the crews and new hires.

Projects for April 2019

Smoke Detector Battery Replacement Program
 Weekly DRC Meetings on New Construction Projects
 Keller Williams Building (Completed)
 Celina Sports Complex (New Construction)
 Kimley Horn Tenant Finish out (Completed)
 Fire Station # 2
 Bongo Beaux (New Construction)
 Prosper School # 12 Mustang Lakes (New Construction)
 City Buildings Axxen, City Hall, EDC (Remodel)



Attachment: Fire Report May 2019 (Staff Reports)

Operations/EMS/Emergency Management/Training

Month – April 2019

Updates

EMS/FIRE

- **North Central Texas Trauma Regional Advisory Council (NCTTRAC)** – Attended a training meeting at the NCTTRAC in Arlington. The subject was the EMS committee meeting. Continued updates on local issues with EMS including inter agency training and collaboration. At this meeting lined up future continuing education opportunities.
- **Baylor Scott and White McKinney Meeting**– Attended EMS/ Hospital partnership meeting discussing Trauma activations and the upcoming infectious disease presentation. Regional meeting of all EMS agencies in the surrounding area.
- **Collin County Fire Chief's Meeting**- Attended the Collin County Fire Chief's Meeting to discuss multi-jurisdictional issues and innovations with other chief officers within the county
- **Smoke Detector Battery Replacement Program**- Continued with the smoke detector battery replacement program to install new smoke detector batteries for all residents.
- **Grass Fire** – Multiple units responded to a grass fire Fritcher Road at CR 10 Pilot Point provided mutual aid.
- **Station 2** - Station 2 is currently under construction, the building structure should be delivered sometime this month
- **Structure Fire (Prosper)** - Provided mutual aid to a structure fire in Prosper due to a lightning strike.
- **Quint 1** – Quint 1 has arrived. Quint 1 has arrived at the station and training will be conducted prior to it going in service.
- **Cadaver Lab/Medical CE** – Crews participated in a skills based Cadaver Lab as well as MCP delivered medical CE's at Station # 1
- **CISM Team**- Celina Fire has started a Critical Incident Stress Management CISM team. This team has received multiple training classes and has been deployed twice in Collin County for severe calls that other FD agencies have experienced. The

program is new but has already proven to be successful.



Cadaver Lab

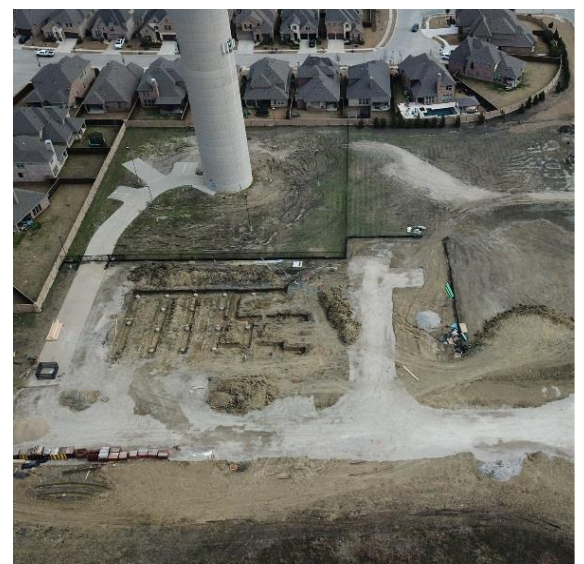


Celina FD CISM Team

Attachment: Fire Report May 2019 (Staff Reports)



Attachment: Fire Report May 2019 (Staff Reports)



OURCELINA
COMMUNITY | PRIDE | TRADITION

MAY 2019 | OurCelina.com

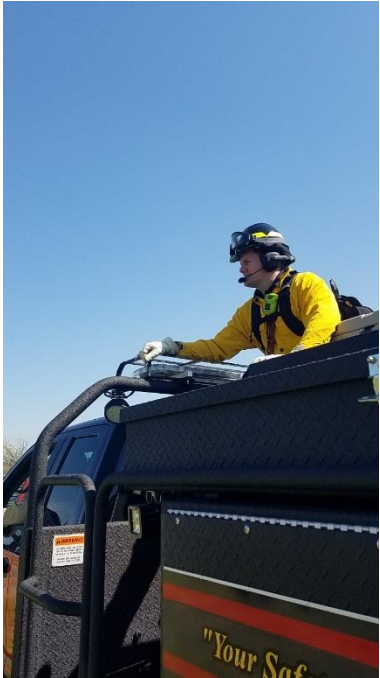


Attachment: Fire Report May 2019 (Staff Reports)

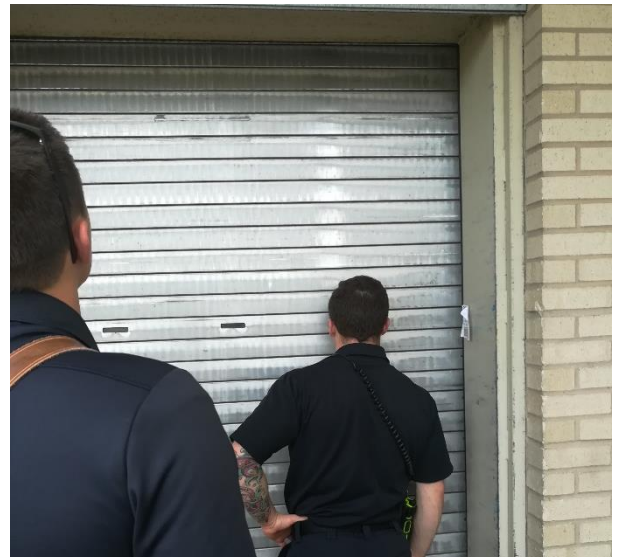
TRAINING

- **Paramedic School** – Seven Firefighter/EMT's are in preparation to attend Paramedic school.
- **Wildland Training-** Shift level wildland training to prepare for the summer months increase in grass fires.
- **Shift Level Training-** All crews participated in shift level training to include all fire ground operations





Attachment: Fire Report May 2019 (Staff Reports)



Public Relations

- 4/6 – Masonic Lodge Award Presentation
- 4/7 – Wyldlife/Younglife Banquet
- 4/20 – Easter Egg Hunt – Old Celina Park
- 4/20 – Super Hero Night
- 4/23 – Huddleston Ground Breaking
- 4/24 – Show off Trucks @ Christian Chapel
- 4/27 – National Drug Take Back
- 4/27 – Cub Scout Station Visit



Attachment: Fire Report May 2019 (Staff Reports)



Attachment: Fire Report May 2019 (Staff Reports)





Attachment: Fire Report May 2019 (Staff Reports)

Emergency Management

- **Revised Emergency Management EOC Activation Plan** – Revised the draft EOC activation procedure. This includes a ramping up phased approach to EOC activation. This will outline the roles and responsibilities of all major departments within the city and allow for mutual aid from other agencies. This procedure is still a work in progress and will continue to be revised
- **Tested Outdoor Weather Notification-** Tested all LAWS and Warning Sirens in the city. Ensured that all outdoor warning systems are working properly. Updated the monthly testing log to document successful tests
- **Emergency Management Coordinator Meeting** – Attended monthly emergency management coordinator meeting at Collin County Sherriff's Office. Involving all Collin County Emergency managers
- **Tier II Chemical Reports-** Submitted all Tier II chemical storage reports for businesses in the City of Celina to Collin County Emergency Management Department
- **UAV Certification-** Ongoing process for the Federal Aviation certification to operate and deploy a drone UAV. This program will allow for recon of major fires or other extended emergency operations. This drone will have thermal imaging capabilities.
- **Emergency Operations/THIRA Planning-** Continued to refine the City of Celina Specific Emergency Operations plan and Threat/Hazard assessment plan. Currently we are working under Collin County blanket plans. This is the first step in receiving government grants for emergency management projects.

Thanks for your continued support of the Celina Fire Department. If you have any questions or comments, please let me know. mmetdker@celina-tx.gov



**CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, APRIL 9, 2019
5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Bill Webber	City of Celina	Place 1	Present	
Wayne Nabors	City of Celina	Place 2	Absent	
Andy Hopkins	City of Celina	Place 3	Present	
Carmen Roberts	City of Celina	Board Member	Present	
Mindy Koehne	City of Celina	Board Member	Present	
Chad Anderson	City of Celina	Place 6	Present	
Sean Terry	City of Celina	Mayor	Present	

Mayor Sean Terry called the meeting to order at 5:00 p.m.

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Pastor John May of Grace Baptist Church gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Texas Best Practices Recognition Award. (Griggs)

Police Chief Tony Griggs introduced Texas Police Chiefs Association Board Member, and City of Roanoke's Director of Police and Fire Services Gary Johnson, who presented Celina with it Texas Best Practices Recertification Award.

Celina Detective and Celina Police Association President Jeremiah Phillips along with Sergeant Kyle Peck, updated the City Council on the activities of the association such as a Scholarship Fund, Officer Down Fund and organizing a local Texas State Fraternal Order of Police in Celina.

B. Celina Main Street Program's 2019 National Accreditation. (Barton)

Celina's Downtown Development Manager Rebecca Barton presented the City Council with the Main Street Program's 2019 Accreditation Award and recognized Board Members present, Jack Ousley, Amanda Webber and Renee Marler.

IV. OPEN FORUM:

No public comment was received.

Minutes Acceptance: Minutes of Apr 9, 2019 5:00 PM (Minutes Approval)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Introduction of new employees. (McAfee) (DeBuff) (Griggs)
- B. Discussion regarding proposed revisions to the City's Master Fee Chart . (McAfee)
- C. Discussion regarding any and/or all agenda items.
No other items were discussed.
- D. Staff Reports attached

VI. EXECUTIVE SESSION:

The Celina City Council convened into Executive Session at 5:26 p.m. with Fire Chief Mark Metdker, Director of Engineering Kim Brawner, City Attorney Lance Vanzant and City Manager Jason Laumer.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter regarding:

- A. Settlement Agreement with Kodiak Construction
- B. Construction Manager at Risk contracts for Fire Stations #2 and #3.

Reconvene Into Open Session

The City Council reconvened into Open Session at 5:53 p.m.

- C. Consider and act upon any items discussed in executive session.
No action was taken out of Executive Session.

VII. CONSENT AGENDA:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Board Member
AYES:	Webber, Hopkins, Roberts, Koehne, Anderson
ABSENT:	Nabors

- A. Minutes Approval:

- 1. City Council - Regular Meeting - Mar 19, 2019 5:00 PM

- B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting a petition to create the Glen Crossing West Public Improvement District and calling for a public hearing. (DeBuff)

(2019-19R)

- C. Consider and act upon appointing Bryan Poche and Tom Parsons as alternates on the Historic Preservation Commission. (Barton)

Minutes Acceptance: Minutes of Apr 9, 2019 5:00 PM (Minutes Approval)

- D. Consider and act upon a resolution of the City Council of the City of Celina approving the application for grant funds for the Celina Smart Irrigation Project from the Bureau of Reclamation Watersmart: Small-Scale Water Efficiency Projects Grant Program for Fiscal Year 2019. (Brawner)

(2019-20R)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance amending the City's Comprehensive Plan, Ordinance 2013-06; to amend the City's Future Land Use Plan documents and exhibits. (FLUP) (McAfee)

(2019-10) Mayor Terry opened the hearing at 5:55 p.m. No public comment was received. The hearing was closed at 5:56 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bill Webber, Place 1
SECONDER:	Chad Anderson, Place 6
AYES:	Webber, Hopkins, Roberts, Koehne, Anderson
ABSENT:	Nabors

- B. The City Council will conduct the first of two public hearings on the City initiated annexation of an approximately 81.3 acre tract of land, generally located on the Dallas North Tollway, in between Light Farms Way and County Road 51. (NTTA ROW Annexation) (Mohan)

Mayor Terry opened the hearing at 5:56 p.m. No public comment was received. The hearing was closed at 5:57 p.m.

- C. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance 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 an approximately 10 acre tract of land from AG, Agricultural zoning district, to PD, Planned Development zoning district with an I-1, Light Industrial base zoning, generally located approximately 1,200 feet north of the intersection of future Coit Road and CR 84. (Coit Business Park) (McAfee)

(2019-11) Mayor Terry opened the hearing at 5:58 p.m. Dale Bainum of 3641 Heritage Trail spoke in opposition to the development. He asked that since there are no regulations in the ETJ that the city needs to motivate people to come into the city. He asked that the city leave it as Agricultural zoning. The hearing was closed at 6:14 p.m.

Councilman Hopkins moved to approve the applicant's request with 4 feet of wainscoting on the exterior of the building (front facade facing Coit Road).

Minutes Acceptance: Minutes of Apr 9, 2019 5:00 PM (Minutes Approval)

RESULT: APPROVED [4 TO 1]
MOVER: Andy Hopkins, Place 3
SECONDER: Carmen Roberts, Board Member
AYES: Hopkins, Roberts, Koehne, Anderson
NAYS: Webber
ABSENT: Nabors

- D. The City of Celina will conduct a public hearing to consider testimony and act upon an ordinance of the City Council of the City of Celina, Texas accepting and approving a final Wells North Public Improvement District Service and Assessment Plan – updated for Neighborhood Improvement Area #2, including an assessment roll for Neighborhood Improvement Area #2; making a finding of special benefit to property within Neighborhood Improvement Area #2; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the Neighborhood Improvement Area #2 special assessments in accordance with Chapter 372, Texas Local Government Code, as amended. (Bluewood Public Hearing & SAP update) (DeBuff)

(2019-12) Mayor Terry opened the hearing at 6:14 p.m. Corey Admire with Shupe, Ventura Law Firm, Dallas, Texas, spoke in favor of levying the assessments. The hearing was closed at 6:15 p.m.

RESULT: APPROVED [UNANIMOUS]
MOVER: Carmen Roberts, Board Member
SECONDER: Chad Anderson, Place 6
AYES: Webber, Hopkins, Roberts, Koehne, Anderson
ABSENT: Nabors

IX. ACTION ITEM:

- A. Consider and act upon a letter of recommendation to approve the installation of an X-band weather radar by CASA Engineering Center at the County Road 106 Public Works facility. (Cromwell)

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Mindy Koehne, Board Member
AYES: Webber, Hopkins, Roberts, Koehne, Anderson
ABSENT: Nabors

X. ADJOURNMENT:

There being no further comment the meeting was adjourned at 6:24 p.m.

 Sean Terry, Mayor

Minutes Acceptance: Minutes of Apr 9, 2019 5:00 PM (Minutes Approval)

Secretary

Date Minutes Approved

Minutes Acceptance: Minutes of Apr 9, 2019 5:00 PM (Minutes Approval)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: May 14, 2019
Re: December 20, 2019 Minutes Correction

Action Requested:

Consider and act upon corrections to the minutes of the December 20, 2019, Special Meeting including the voting record for item II A. (Faulkner)

Background Information:

The minutes for a special called meeting on December 20, 2019, incorrectly record a unanimous vote for Item IIA. The correct vote is 3 for; 1 against. (Bill Webber)

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Corrected minutes

Staff Recommendation:



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Swapna Konda, Engineer
 CC: Kim Brawner, Director of Engineering
 Date: May 14, 2019
 Re:

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Pavecon Public Works, LP., in the amount of \$1,156,093.80 (includes 10% contingency) for the Kentucky Drive Improvements project. The base bid and alternates for this project was in the amount of \$1,054,184.80. (Brawner)

Background Information:

On April 30, 2019 the City received bids for bid 2019-0006 for the Kentucky Drive Improvements project. The invitation was advertised in the local paper and posted on the City's eProcurement system in which one hundred twenty-eight vendors were notified. Two submittals and two no bids were received. Staff reviewed the bids and recommends the apparent low bidder.

The South Kentucky Drive Paving, Water and Sanitary Sewer Improvement project consists of installing approximately 1,927 LF of 8" water main, approximately 90 LF of 6" water main, and approximately 1,834 LF of 8" sanitary sewer main and approximately 3,721 SY of full depth reclamation with cement treatment of existing asphalt roadway.

The base for this project is \$1,019,088.80

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Funds are available through R19 (106-777-00-8502), W19 & S19.

Base Bid	\$ 1,019,088.80
Alternates	\$ 35,096.00
Contingency	<u>\$ 101,908.00</u>
Project Total	\$ 1,156,093.80

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

Legal Review:

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

Supporting Documents:

Bid Tab

Agreement

Staff Recommendation:

Staff recommends approving the contract with Pavecon Public Works, LP in an amount not to exceed \$XXX

				Pavecon Public Works, LP		ANA Site Construction	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	PAVING						
1.1	Mobilization	1	LS	\$50,000.00	\$ 50,000.00	\$48,945.00	\$ 48,945.00
1.2	Prepare Right-of-Way	13	STA	\$2,785.00	\$ 36,205.00	\$2,670.00	\$ 34,710.00
1.3	Remove and Dispose of Existing Concrete Pavement	203	SY	\$20.50	\$ 4,161.50	\$34.70	\$ 7,044.10
1.4	Excavation, Embankment, Grading	1	LS	\$23,900.00	\$ 23,900.00	\$11,550.00	\$ 11,550.00
1.5	Cement Treated FDR	3721	SY	\$13.45	\$ 50,047.45	\$15.65	\$ 58,233.65
1.6	2" HMA Type D	4130	SY	\$11.90	\$ 49,147.00	\$16.20	\$ 66,906.00
1.7	5" Reinforced Concrete Sidewalk	32	SY	\$122.00	\$ 3,904.00	\$171.00	\$ 5,472.00
1.8	Remove and Replace Existing Street Signs	1	LS	\$550.00	\$ 550.00	\$5,400.00	\$ 5,400.00
1.9	24" Thermoplastic Stop Bar	90	LF	\$13.20	\$ 1,188.00	\$31.00	\$ 2,790.00
1.10	12" Class III RCP	612	LF	\$140.70	\$ 86,108.40	\$78.40	\$ 47,980.80
1.11	Silt Fence	3032	LF	\$3.30	\$ 10,005.60	\$3.00	\$ 9,096.00
1.12	Block Sod (Bermuda)	4260	SY	\$13.28	\$ 56,572.80	\$5.50	\$ 23,430.00
1.13	Construction Entrance	2	EA	\$3,850.00	\$ 7,700.00	\$4,890.00	\$ 9,780.00
1.14	SWPPP	1	LS	\$8,690.00	\$ 8,690.00	\$5,460.00	\$ 5,460.00
1.15	Traffic Control and Construction Phasing Plan	1	LS	\$15,290.00	\$ 15,290.00	\$20,040.00	\$ 20,040.00
1.16	Temporary Construction Fence	477	LF	\$16.50	\$ 7,870.50	\$9.60	\$ 4,579.20
1.17	Remove and Replace Wood Fence, to Match Existing Material	411	LF	\$35.20	\$ 14,467.20	\$112.00	\$ 46,032.00
1.18	Remove and Replace Chain link Fence	66	LF	\$26.40	\$ 1,742.40	\$86.45	\$ 5,705.70
1.19	Project Sign	1	EA	\$495.00	\$ 495.00	\$1,800.00	\$ 1,800.00
					\$ 428,044.85		\$ 414,954.45
2	WATER ITEMS						
2.1	12" Water Main	10	LF	\$90.30	\$ 903.00	\$90.00	\$ 900.00
2.2	8" Water Main	1927	LF	\$63.00	\$ 121,401.00	\$52.00	\$ 100,204.00
2.3	6" Water Main	90	LF	\$60.90	\$ 5,481.00	\$47.00	\$ 4,230.00
2.4	8" Gate Valve	14	EA	\$1,506.75	\$ 21,094.50	\$3,265.00	\$ 45,710.00
2.5	6" Gate Valve	8	EA	\$1,155.00	\$ 9,240.00	\$2,780.00	\$ 22,240.00
2.6	Ductile Iron Fittings	2.5	TON	\$8,032.50	\$ 20,081.25	\$9,780.00	\$ 24,450.00
2.7	Fire Hydrant Assembly	7	EA	\$4,305.00	\$ 30,135.00	\$6,435.00	\$ 45,045.00
2.8	Concrete Encasement	38	LF	\$57.75	\$ 2,194.50	\$60.00	\$ 2,280.00
2.9	8" PVC Water By Dry Bore Steel Encasement	62	LF	\$346.50	\$ 21,483.00	\$430.00	\$ 26,660.00
2.10	Connection to Existing Water Line	7	EA	\$4,357.50	\$ 30,502.50	\$3,230.00	\$ 22,610.00
2.11	1-inch Water Servise (Short)	16	EA	\$1,591.80	\$ 25,468.80	\$1,530.00	\$ 24,480.00
2.12	1-inch Water Servise (Long)	19	EA	\$1,627.50	\$ 30,922.50	\$1,855.00	\$ 35,245.00
2.13	Trench Protection for Water Lines	2027	LF	\$1.05	\$ 2,128.35	\$5.25	\$ 10,641.75
2.14	Cut, Plug with Grout and Abandon Existing Water	1	LS	\$6,405.00	\$ 6,405.00	\$19,255.00	\$ 19,255.00
2.15	Sawcut, Remove and Replace Existing Asphalt Pavement	21	SY	\$99.75	\$ 2,094.75	\$250.00	\$ 5,250.00
					\$ 329,535.15		\$ 389,200.75
3	SEWER ITEMS						
3.1	8" Gravity Sewer (SDR 35)	1712	LF	\$78.75	\$ 134,820.00	\$53.65	\$ 91,848.80
3.2	8" Gravity Sewer (SDR 26)	122	LF	\$79.80	\$ 9,735.60	\$61.00	\$ 7,442.00
3.3	Connection to Existing Sanitary Sewer	6	EA	\$840.00	\$ 5,040.00	\$1,840.00	\$ 11,040.00

Attachment: Bid Tab by Line (Kentucky Drive Improvements)

3.4	4' Diameter Precast Manhole	9	EA	\$5,922.00	\$ 53,298.00	\$7,055.00	\$ 7.C.a
3.5	Pipe Bursting	42	LF	\$89.25	\$ 3,748.50	\$350.00	\$ 14,700.00
3.6	16" Steel Encasement	6	LF	\$147.00	\$ 882.00	\$630.00	\$ 3,780.00
3.7	Cut, Plug with Grout and Abandon Existing Sanitary Sewer	1	LS	\$5,775.00	\$ 5,775.00	\$27,480.00	\$ 27,480.00
3.8	Remove Existing Sanitary Sewer Manhole	3	EA	\$1,050.00	\$ 3,150.00	\$2,100.00	\$ 6,300.00
3.9	Abandon Existing Sanitary Sewer Manhole	2	EA	\$934.50	\$ 1,869.00	\$1,350.00	\$ 2,700.00
3.10	4" Lateral Sewer Service (Short)	38	EA	\$1,050.00	\$ 39,900.00	\$1,115.00	\$ 42,370.00
3.11	4" Lateral Sewer Service (Long)	1	EA	\$1,365.00	\$ 1,365.00	\$2,270.00	\$ 2,270.00
3.12	Trench Protection for Sanitary Sewer Lines	1834	LF	\$1.05	\$ 1,925.70	\$6.60	\$ 12,104.40
					\$ 261,508.80		\$ 285,530.20
	TOTAL BASE BID				\$ 1,019,088.80		\$ 1,089,685.40
4	ALTERNATES						
4.1	Cut, Plug Existing Water and Sanitary Sewer and fill with flowable fill or grout.	3640	LF	\$3.68	\$ 13,395.20	\$11.20	\$ 40,768.00
4.2	Remove Fence and Replace with 8" Cedar Board on Board	411	LF	\$52.80	\$ 21,700.80	\$151.80	\$ 62,389.80

\$ 1,054,184.80

Attachment: Bid Tab by Line (Kentucky Drive Improvements)

Line #
1
1.1
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4.1
4.2

SECTION 00400
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 Pavecon Public Works, LP., (CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, 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
SOUTH KENTUCKY DRIVE PAVING, WATER AND SANITARY SEWER IMPROVEMENTS

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 South Kentucky Drive Paving, Water and Sanitary Sewer Improvement project consists of installing approximately 1,927 LF of 8” water main, approximately 90 LF of 6” water main, and approximately 1,834 LF of 8” sanitary sewer main and approximately 3,721 SY of full depth reclamation with cement treatment of existing asphalt roadway.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

TRC Engineers, Inc.
700 Highlander Blvd., Suite 210
Arlington, Texas 76015
(817) 522-1000

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*

Attachment: Agreement (Kentucky Drive Improvements)

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 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 120 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 liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially 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.A below:

For all Work other than Unit Price Work, a Lump sum of:

Base Bid \$	1,019,088.80
Alternates	35,096.00
Total	1,054,184.80

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.

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:

1. This Agreement (pages 1 to _____, inclusive);
2. Performance Bond (pages 1 to _____, inclusive);
3. Payment Bond (pages 1 to _____, inclusive);
4. Other bonds: _____ (pages 1 to _____, inclusive);
5. General Conditions (pages 1 to _____, inclusive);
6. Supplementary Conditions (pages 1 to _____, inclusive);
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and sheets numbered _____ through _____, inclusive, with each sheet bearing the following general title: _____;
9. Addenda (numbers _____ to _____, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR'S Bid (pages _____ to _____, inclusive);
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive);

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.A are attached to this Agreement (except as 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;
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.

This Agreement will be effective on _____, 2019, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

142 N Ohio

City of Celina, Texas 75009

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-CONTRACTOR Agreement.)

License
No. _____

(Where applicable)

Agent for service of process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: Jason Laumer

Name: _____

Title: City Manager

Title: _____

Address: 142 N Ohio

Address: _____

City of Celina, Texas 75009

Phone 972-382-2682

Phone: _____

Facsimile: _____

Facsimile: _____

E-mail: _____



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Alan Fourmentin, Director of Public Works
 Date: May 14, 2019
 Re:

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Insituform Technologies, LLC in the amount of \$432,755.25 for Sanitary Sewer Line Rehabilitation. (Fourmentin)

Background Information:

Upon completion and recommendation of previously performed sanitary sewer system evaluations, the services obtained for this project includes CCTV of existing sewer lines to determine appropriate corrective action, manhole rehabilitation, and ring and cover chimney sealing. All labor, materials, equipment, bonding and insurance necessary are included. These repairs will reduce maintenance costs; reduce the amount of storm water infiltrating the wastewater system; and reduce the amount of storm water treated at the City Wastewater Treatment facility and Upper Trinity Water Treatment Facilities.

The services obtained for this project includes rehabilitation and pipe bursting. All labor, materials, equipment, bonding and insurance necessary to repair the pipes are included. Rehab of the lines will reduce maintenance costs due to service interruptions and improve water quality.

The service is available from Insituform Technologies through BuyBoard contract 555-18. The City maintains an executed Interlocal Agreement with BuyBoard. Chapter 271 of the local Government Code authorizes cooperative purchases. Use of the contract satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Board Review/Citizen Input:

N/A

Alternatives:

No Alternatives

Financial Considerations:

Funding is available 205-777-00-8502
 Project S06

Legal Review:

Standard contract documents are being utilized which the City Attorney has previously reviewed and approved.

Supporting Documents:**Staff Recommendation:**

Staff recommends authorizing a contract with Insituform Technologies, LLC and authorizing the City Manager to execute the agreement.

April 22, 2019

ACES#: AAJA-YFUKKB

Mr. Alan Fourmentin
City of Celina
142 N. Ohio St.
Celina, TX 75009-6183

Buyboard Proposal

Project Name: **City of Celina, TX – 2016, 2017, & Doe Branch Manhole Rehab & TV/Clean
Sanitary Sewer Manhole Rehab by Spectrashield**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to complete the referenced project (as detailed in the project information provided by Pipeline Analysis, Pacheco Koch, and presented by the City of Celina) utilizing The Local Government Purchasing Cooperative Contract #555-18 administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

This pricing is based on the best available information at the time of this proposal. It is understood that the work to be completed in this proposal is to complete manhole rehabilitation, assessment of the sanitary sewer lines by obtaining video footage of the entire length, cleaning the lines by removing all loose debris, determining condition assessment, providing inspection reports, and completing a recommendation report for possible rehab or repairs.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, LLC will follow all required deposit, backflow prevention, and metering procedures.

Cleaning crews will be NASSCO PACP compliant (Pipeline Assessment and Certification Program) version 6.0 or greater.

The City of Celina will provide access to all manholes, permits, traffic control beyond cones and residential controls, and disposal site for debris. Should any point repairs, partial collapses, or protruding objects be identified during the TV phase, one attempt to complete the line with a reverse set-up will be made. A price for internal obstruction removal is being provided to avoid re-mobilizations if applicable.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

Special: 1. Spectrashield to provide a 10-year performance warranty.

PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

April 22, 2019

Page 2

PROPOSAL PRICING**City of Celina 2016, 2017, & Doe Branch MH Rehab Clean/CCTV Assessment
Prices**

PAY ITEM NO.	DESCRIPTION	APPROX. QUANTITY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	Mobilization – CCTV Crew	1	EA	\$2,500.00	\$2,500.00
2	Clean & TV 6" Sewer	3,632	LF	\$4.00	\$14,528.00
3	Clean & TV 8" Sewer	51	LF	\$5.00	\$255.00
4	Clean & TV 12" Sewer	292	LF	\$5.50	\$1,606.00
5	Manhole Rehab – Modified Polymer	2,969	SF	\$21.25	\$63,091.25
6	Traffic Control	5	Day	\$275.00	\$1,375.00
7	Performance/Payment Bond	1	LS	\$1,250.00	\$1,250.00
2016 TOTAL					\$84,605.25

2017 MH Rehab

1	Manhole Rehab – Modified Polymer	2,986	SF	\$21.25	\$63,452.50
2	Repair Chimney Seal	6	EA	\$350.00	\$2,100.00
3	Reconstruct Bench/Invert	7	EA	\$700.00	\$4,900.00
4	Seal MH Pipe Connection	4	EA	\$250.00	\$1,000.00
5	Traffic Control	5	Day	\$275.00	\$1,375.00
6	Performance/Payment Bond	1	LS	\$1,092.00	\$1,092.00
2017 TOTAL					\$73,919.50

Doe Branch MH Rehab

1	Mobilization – MH Rehab Crew	1	EA	\$5,250.00	\$5,250.00
2	Manhole Rehab – Modified Polymer	11,606	SF	\$21.25	\$246,627.50
3	Repair Chimney Seal	38	EA	\$350.00	\$13,300.00
4	Repair/Plug Lift Holes	4	EA	\$150.00	\$600.00
5	Reconstruct Bench/Invert	2	EA	\$700.00	\$1,400.00
6	Seal MH Pipe Connection	1	EA	\$250.00	\$250.00
7	Traffic Control	10	Day	\$275.00	\$2,750.00
8	Performance/Payment Bond	1	LS	\$4,053.00	\$4,053.00
DOE BRANCH TOTAL					\$274,230.50

GRAND TOTAL \$432,755.25**PROPOSAL INCLUSIONS**

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Residential street traffic control as needed.
3. Manhole surface preparation and cleaning prior to rehab.
4. Removal of standard debris and sediment during pipeline cleaning. Obstruction removal or fixed debris will be considered a changed condition.
5. Confined space safe entry practices.
6. 1-Year standard construction warranty. Spectrashield to provide a 10-year performance warranty.
7. Performance and Payment Bond.
8. Certificate of insurance with a standard coverage.

Attachment: Celina 2016-17 Doe Branch MH Rehab TV-Clean Proposal (Insituform Sanitary Sewer Line Rehabilitation)

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) Project permits and/or local licenses.
- b) TXDOT traffic control plan.
- c) Bypass, if required.
- d) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- e) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
- f) If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.

PROPOSAL TERMS AND CONDITIONS

- a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES, LLC**'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC**'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC** harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
- f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC**.
- i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

April 22, 2019

Page 4

OFFERED BY:

ACCEPTED BY:

INSITUFORM TECHNOLOGIES, LLC

*Timothy R. Peterie*TIMOTHY R. PETERIE
BUSINESS DEVELOPMENT MANAGERREVIEWED BY:
ANDY OZMENT
AREA MANAGER

cc: Ben Hawkins (PM)

SIGNATURE

DATE

NAME

TITLE

ORGANIZATION

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.

Attachment: Celina 2016-17 Doe Branch MH Rehab TV-Clean Proposal (Insituform Sanitary Sewer Line Rehabilitation)

CITY OF CELINA, TEXAS

Construction Agreement

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality ("Owner") and **Insituform Technologies, LLC**, ("Contractor") for **sanitary sewer line rehabilitation**, ("Project"). In consideration of the premises, covenants and mutual promise contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged. The Owner and the Contractor hereby agree as follows:

Article 1: The Work

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the contract documents (Exhibit A) for the **sanitary sewer line rehabilitation**, as defined and attached as Exhibit A the terms of which are incorporated herein by reference.

Article 2: Contract Documents

The Contract Documents shall consist of the following documents: (1) this Construction Agreement, Exhibit A and any properly authorized change orders. These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

Article 3: Total of Payments Due Contractor

For performance of the work in accordance with the Contract Documents, the City shall pay Contractor in current funds an amount not to exceed four hundred thirty-two thousand seven hundred fifty-five and twenty-five cents (**\$432,755.25**). This amount is subject to adjustment by written change order acceptable to Contractor and the Town.

Article 4: Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving written notice to proceed from the Town. All work required under the Contract Documents shall be completed within **60 days** calendar days after the date construction activity begins.

Article 5: Proof of Insurance Coverage

Contractor shall provide proof of insurance as listed in the insurance requirement document for itself and ensure that it and its subcontractors are maintaining the required limits.

Article 6: Compliance with Laws

Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Article 7: INDEMNITY

THE CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF THE CONTRACTOR, AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE CONTRACTOR, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE CONTRACTOR IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, AND THE CONTRACTOR WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE CONTRACTOR'S OBLIGATIONS TO THE CITY UNDER THIS PROVISION SHALL BE LIMITED TO THE APPLICABLE INSURANCE COVERAGE(S) THE CONTRACTOR IS REQUIRED TO PROVIDE IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT PLUS ANY DEDUCTIBLE AMOUNT(S) TO BE PAID BY THE CONTRACTOR IN CONJUNCTION WITH SAID COVERAGE(S) FOR EACH OCCURRENCE GIVING RISE TO ANY SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION. IF, HOWEVER, THE CONTRACTOR FAILS TO PURCHASE AND/OR MAINTAIN ONE OR MORE TYPES OF INSURANCE COVERAGE IN THE AMOUNT(S) REQUIRED BY THIS AGREEMENT, THE CONTRACTOR'S OBLIGATIONS TO THE CITY UNDER THIS PROVISION SHALL IN NO WAY BE LIMITED.

Article 8: Progress Payments

As it completes portions of the work, Contractor may request progress payments from the City. Progress payments shall be made by the City based on the City's estimate of the value of the work properly completed by Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if Contractor provides to the City satisfactory evidence that material suppliers have been paid for these materials.

The fact that the City makes a progress payment shall not be deemed to be an admission by the City concerning the quantity, quality, or sufficiency of Contractor's work. Progress payments shall not be deemed to be acceptance of the work nor shall a progress payment release Contractor from any of its responsibilities under the Contract Documents.

Five percent retainage will be withheld from progress payments.

Invoices for progress payments should be for the monthly period of the 1st – 30th/31st.

Article 9: Withholding Payments to Contractor

The City may withhold payment of some or all of any progress or final payment that would otherwise be due if the City determines, in its discretion, that the work has not been performed in accordance with the Contract Documents. The City may use these funds to pay replacement or substitute contractors to complete unfinished or defective work.

The City may withhold payment of some or all of any progress or final payment that would otherwise be due if the City determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the City is entitled to indemnification from Contractor under the Contract Documents.

Article 10: Acceptance of the Work

When the work is completed, Contractor shall request that the City perform a final inspection. The City shall inspect the work. If the City determines that the work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the work. If the City determines that the work has not been completed in accordance with the Contract Documents, then it shall provide Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

The work shall not be deemed to be accepted based on “substantial completion” of the work, use or occupancy of the work, or for any reason other than the Town's written notice of acceptance.

In its discretion, the City may issue a notice of acceptance covering only a portion of the work. In this event, the notice shall state specifically what portion of the work is accepted.

Article 11: Final Payment

After all work required under the Contract Documents has been completed, inspected, and accepted, the City shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to include the estimate of the value of work properly completed since the date of the most recent previous progress payment; correct prior progress payments; and include other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to Contractor shall not be due until Contractor provides full or partial releases of liens, or other evidence satisfactory to the City to show that all sums due for labor, services, and materials furnished for or used in connection with the work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The City may, but is not obligated, to issue final payment using joint checks.

Final payment to Contractor shall not be due until Contractor has supplied to the City copies of all documents that the City determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the City has satisfied its obligation to administer the Construction Agreement in accordance with applicable law.

Article 12: Contractor's Warranty

Ten year warranty provided by Spectrashield for product performance.

For a one-year period after the date specified in a written notice of acceptance of work, Contractor shall provide and pay for all labor and materials that the City determines are necessary to correct all defects in the work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor.

At least forty-five (45) days before the end of the one-year warranty period, the City may make a warranty inspection of the work. The City shall notify Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the City shall mail to Contractor a written notice that specifies the defects in the work that are to be corrected, if any.

Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If Contractor does not begin the remedial work timely or prosecute it diligently, then the City may pay for necessary labor and materials to effect repairs and these expenses shall be paid by Contractor.

If the City determines that a hazard exists because of defective materials and workmanship, then the City may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to Contractor. Expenses incurred by The City to alleviate the hazard shall be paid by Contractor.

Any work performed by or for Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this article.

The City may make as many warranty inspections as it deems appropriate.

ARTICLE 13: NOTICES

All notices required by this Agreement shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

City of Celina	Insituform Technologies, LLC
142 N. Ohio	1103 Postwood Drive
Celina, TX 75009	Corinth, TX 76210
469-813-4194	214-317-0950
contracts@celina-tx.gov	tpeterie@Insituform.com

ARTICLE 14: SUPERVISION

The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept all communications from the Owner.

Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____

Article 15: Other Provisions

The Contract Documents shall be construed and interpreted by applying Texas law. Venue for any litigation concerning the Contract Documents shall be proper in Denton County, Texas.

The Contract Documents are binding upon the City and Contractor and shall inure to their benefit and as well as that of their respective successors and assigns.

In the event of any controversy or claim arising out of or relating to this Construction Agreement, or the breach of this Construction Agreement, the parties hereto agree to first submit such controversy or claim to nonbinding mediation.

Article 16: Israel

By signing below, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract.

Article 17: Terrorism

By signing below, you, the authorized representative for the submitting firm, certify that you have not and will provide supplies or services to a foreign terrorist organization.

Article 17: Felony Conviction

By signing below, you, the authorized representative for the submitting firm, certify the following:

(√ one)

_____ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

_____ My firm is not owned nor operated by anyone who has been convicted of a felony.

_____ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

Details of Conviction(s):

EXECUTED in single or multiple originals, this 14th day of May 2019.

CITY OF CELINA, TEXAS

INSITUFORM TECHNOLOGIES, LLC.

Jason Laumer, City Manager

Printed Name & Title



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: May 14, 2019
 Re: Huie Property Annexation Resolution

Action Requested:

Consider and act upon a resolution accepting a petition from Molly Ann Huie for the voluntary annexation of an approximately 8.626 acre tract of land, Collin County, Texas and setting two public hearing dates for June 11, 2019 at 5:00 p.m. and July 9, 2019 at 5:00 p.m. The property is generally located south of Choate Parkway and approximately 1,300 feet east of County Road 87. (Huie Property Annexation Resolution) (Mohan)

Applicant:

Prosper Land Company
 10394 CR 58
 Celina, TX 75009

Background Information:

Below is the anticipated annexation schedule for the property:

- May 14, 2019 - City Council acts on a resolution to set the public hearing dates.
- June 11, 2019 - First Public Hearing to be held.
- July 9, 2019 - Second Public Hearing to be held.
- July 9, 2019 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:

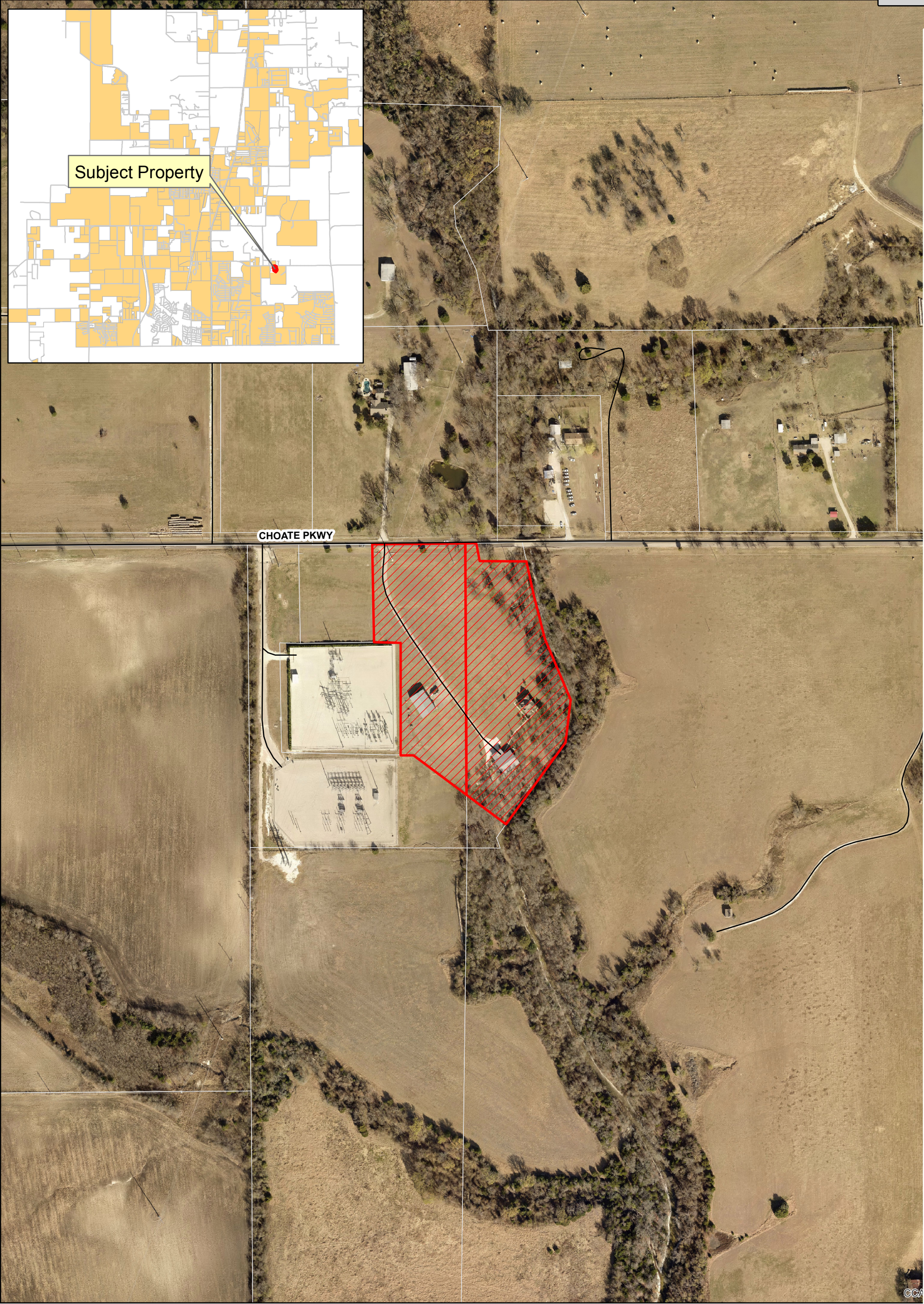
N/A

Supporting Documents:

- Location Map
- Annexation Resolution

Staff Recommendation:

Staff recommends approval of the Resolution.



Attachment: Location Map (Huie Property Annexation Resolution)

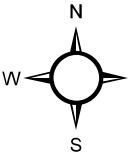


1727 Choate Pkwy Location Map

Date: 4/23/2019

Legend

- Roads
-  ProsperLandCompany
-  Parcels



0 275 550 Feet

Packet Pg. 55

**CITY OF CELINA
RESOLUTION NO. 2019 - ____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING A DATE, TIME, AND PLACE FOR PUBLIC HEARINGS ON A PROPOSED ANNEXATION OF CERTAIN PROPERTIES BY THE CITY AND AUTHORIZING AND DIRECTING CITY STAFF TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS AND AUTHORIZING CITY STAFF TO TAKE ALL NECESSARY ACTION TO FULFILL THE REQUIREMENTS OF THE MUNICIPAL ANNEXATION ACT.

WHEREAS, the City of Celina, Texas (the “City”) is a Home Rule municipality located in Collin County, Texas, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, the City of Celina is provided the power to annex land under its Home Rule Charter and Section 43.003 of the Texas Local Government Code pursuant to the requirements and limitations set forth in state law; and

WHEREAS, the City of Celina has determined that it is in the best interest of the City and its citizens to consider the potential annexation of certain properties that are located within the City’s extraterritorial jurisdiction; and

WHEREAS, the City of Celina desires to start the process that will enable the City, should it so desire, to annex the properties referenced in Exhibit “A” into the City of Celina, call two public hearings, and set a proposed annexation proceedings schedule.

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

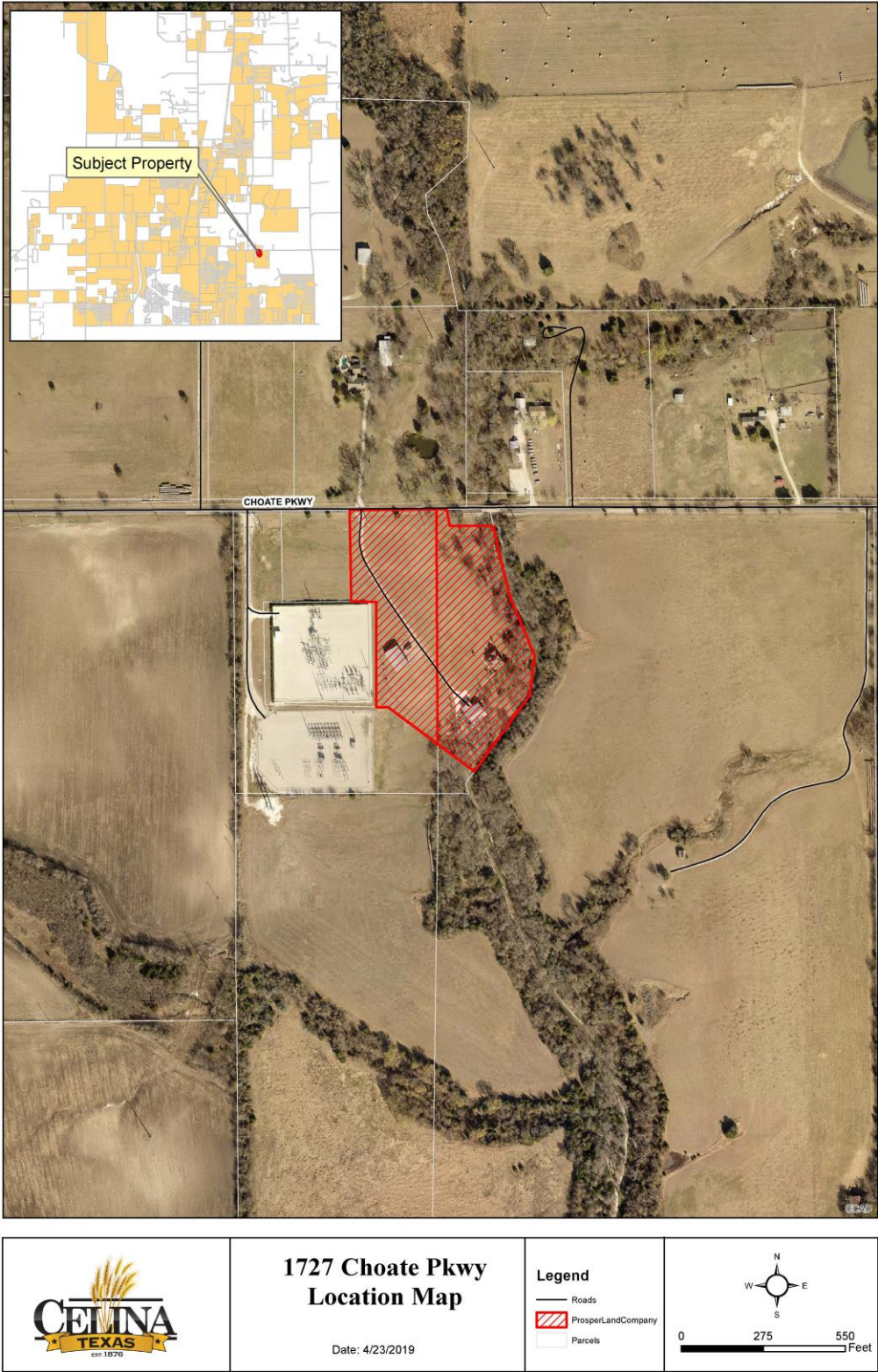
- I.** That on Tuesday, the 11th day of June, 2019 at 5:00 p.m. and on Tuesday, the 9th day of July, 2019 at 5:00 p.m., at the CISD Administration Board Room located at 205 S. Colorado, Celina, Texas 75009, the City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described in the attached Exhibit “A.” Services are to be provided to the property as outlined by the service plan in the attached Exhibit “B.”
- II.** That City Staff is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in attached Exhibit “A” not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 14th day May, 2019.

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Exhibit “A”
Property Exhibit



Attachment: Annexation Resolution (Huie Property Annexation Resolution)

Exhibit “B” Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), 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 be 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.



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Kim Brawner, Director of Engineering
 Date: May 14, 2019
 Re:

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Norris D Texas, LLC. in the amount of \$84,200.00 for the implementation of a Parks Master Plan. (Brawner)

Background Information:

The Parks Master Plan will serve as the guiding document for anticipated growth and development of the City and will reflect the community's collective goals and vision for its future park system. The City sought out multi-disciplinary firms with significant experience in the development of Parks Master Plans with innovative public participation and with a broad understanding of regional growth patterns and of the factors that impact a city's livability and economic sustainability.

Norris Design was selected based on their previous experience with the City of Celina's Trails Master Plan and their excellent outreach component. The goal of this Master Plan is to provide the community multiple opportunities to provide direction on the Parks and Recreation development within the City of Celina. The project is expected to take 9-12 months to complete.

Board Review/Citizen Input:

Parks Board was updated and is aware of the project. Norris Design is schedule to make the initial presentation to the Parks Board on June 5, 2019. The City's public platform, www.engagecelina.com, will be utilized to disseminate information to the general public throughout the process.

Alternatives:

Council could chose to not execute the professional services contract.

Financial Considerations:

Funds are available within the existing budget:

- Account # 108-777-00-8501,
- project # P10

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

Legal Review:

Standard contract documents are being utilized which the City Attorney has previously reviewed and approved.

Supporting Documents:

Professional Services Agreement & associated exhibits

Staff Recommendation:

Approve the Agreement with Norris D Texas, LLC., for the Parks Master Plan in an amount not to exceed \$84,200.

City of Celina, Texas
Standard Professional Services Agreement

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "Owner") and **Norris D Texas, LLC**, (hereinafter referred to as the "Consultant") to complete the **Parks Master Plan (Bid 2019-0001)**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract is between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last Party.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, terms and conditions, Attachments, Scope of Service, Time Line, all Change Orders or Amendments issued after the effective date of the Agreement together with the following (if any): **NONE**

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

ARTICLE 2: RECITALS

- 2.1 The City desires to have the Consultant **develop a Parks Master Plan** and provide necessary services to develop the same ("PROJECT"); and
- 2.2 The Consultant has the knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Exhibit B: Time Line/Milestone which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that the City requires a modification of this Agreement with Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services:

If there is a conflict between the above quoted subjects and Exhibit A or B, then such conflict shall be resolved pursuant to the provisions of Section 10.9, below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

- 5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City in a total amount not to exceed eight-four thousand two hundred dollars \$84,200.00 which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.
- 5.2 Work will be performed at the rates set forth in Exhibit C – Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.
- 5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

- 6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit B to this Agreement, by which times defined services are to be completed.
- 6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

ARTICLE 7: INDEMNIFICATION

- 7.1** THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO CONSULTANT AS A MATTER OF LAW.
- 7.02** NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.
- 7.03** CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.
- 7.04** CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document.

ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by

City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.
- (b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Celina

Purchasing
100 W. Eldorado Pkwy.
Celina, TX 75068
214-975-0411
purchasing@littleelm.org

Norris D Texas, LLC

Rick Leisner, Principal
5800 Granite Parkway Suite #370
Plano, TX 75024
972-232-4179 (office)
rleisner@norris-design.com

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

10.10 Prohibition of Contracts with Certain Companies

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

10.11 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit, the RFP, or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
- (c) If a conflict exists between the Response and the RFP, the RFP shall control.

10.12 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this Agreement 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.

10.13 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this the 19 day of March, 2019.

CITY OF CELINA

NORRIS DESIGN LLC

Jason Laumer, City Manager

Rick Leisner, Principal

Printed Name & Title

Exhibit A: Scope of Service
Exhibit B: Time Line / Milestones
Exhibit C: Fee Schedule

EXHIBIT A
SCOPE OF SERVICESCity of Celina - Parks Master Plan
(V2 19march19)**Phase 1.0 PROJECT MANAGEMENT****CLIENT – CONSULTANT INTERACTION**

Interaction between Norris Design (ND) and the City of Celina staff, will take place either by means of face-to-face meetings or by means of conference call meetings. The number of these meetings is defined per individual task.

1.01 PROJECT KICK-OFF MEETING (1)

ND staff will arrange a meeting in Celina with appropriate City staff as designated by the City. Key planning team members from ND will attend. This meeting will accomplish several pre-planning objectives:

- A. Orientation. The City of Celina and the primary ND team will become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants.
- B. Review of Key Issues. Key issues to be addressed during the course of the work will be reviewed with staff and team members.
- C. Schedule. Review contract schedule and establish key milestone dates.
- D. Information exchange. Discuss documentation needs and receive information as available. ND will provide a list of required information in advance of this meeting.

Deliverables:

- a. *ND shall prepare meeting agenda, initial exhibits to aid discussion, a list of needed informational items and data.*
- b. *Total number of meetings: One (1) meeting Items*

Provided by City of Celina: *City shall recommend staff to attend, place of meeting, and provide data as required to begin planning process.*

1.02 CITY PARK TOUR

As a follow-up to the kick-off meeting, but during a different visit, ND, together with Celina's staff will tour the City to gain a thorough understanding of issues as identified by the City.

Deliverables:

- a. *ND shall apply information and understanding gained in follow-up tasks.*
- b. *Total number of meetings: Four hours (4) to tour the city in City van.*

Items Provided by City of Celina: *The City shall arrange for a vehicle and serve as guide for the duration of the city tour.*

1.03 PARK BOARD MEETINGS (3)

ND team will meet with the Celina Parks Board as follows: One (1) introduction meeting to introduce the team, describe the master planning process, and define existing conditions, two (2) overview of public input findings and define LOS. Three (3) review draft Parks Master Plan recommendations review meeting. Members are encouraged to attend all meetings including additional public input meetings.

Deliverables:

- a. ND shall attend a total of three (3) Park Board meetings as part of this task.
- b. Total number of meetings – Three (3) meetings

Items Provided by City of Celina: The City shall schedule Park Board meetings.

1.04 CITY COUNCIL UPDATE MEETINGS (2)

ND team will meet with the Celina City Council as follows: One (1) introduction meeting to introduce the team, describe the master planning process, and define existing conditions, overview of public input findings and define LOS. Two (2) as a draft plan has been established and an opportunity to get City Council input for the draft document.

Deliverables:

- a. ND shall attend a total of two (2) CC meetings as part of this task.

Items Provided by City of Celina: The City shall schedule CC meeting.

1.05 INTERDEPARTMENTAL COORDINATION MEETINGS (1)

A. ND team will meet with key personnel of City departments that may impact or be impacted by the Plan and from whom support for the implementation of the Parks Master Plan may be required.

B. ND team will conduct one (1) meetings with department heads/staff collectively for their initial input and interim review of recommendations. Personnel/Departments may include but are not limited to: City Management; Planning & Development Services; Economic Development; Engineering Services; and Public Works.

Deliverables:

- a. ND shall prepare presentations and summaries of comments made in meetings. (email)
- b. Total number of meetings: One (1) meeting

Items Provided by City of Celina: The City shall set up meetings where necessary; and attend meetings as desired or appropriate. ND to provide a schedule and suggested times for meetings.

1.06 PROJECT MANAGEMENT

The ND Project Manager will coordinate internal and sub-consultant team members; maintain the project schedule; and be available for phone or in-person meetings to address client needs.

Deliverables:

- a. Monthly project update meetings or phone discussions.

b. Total number of meetings: As needed.

Items Provided by City of Celina: Attend meetings.

1.07 PROJECT WEB SITE

The ND staff will use a project webpage attached to the City's web site to convey general project information such as meeting dates, background information, and contact information. It will also provide a means for obtaining public input and serve as the main portal for videos, presentations, schedule data, workshop information, and downloadable DRAFT reports. The site will be maintained by the City and documents to be uploaded will be provided by ND.

Deliverables:

a. Documents on all aspects of the project to be uploaded.

Items Provided by City of Celina: Web site defined as Parks Master Plan

Phase 2.0 PRE-PLANNING

2.01 PREPARATION OF BASE MAPPING

A. ND shall prepare base mapping that is comprehensive and sufficiently detailed for the project. ND shall prepare the base mapping in a digital form for future use by the City (through incorporation and enhancement of existing City digital base mapping files). GIS data, digital aerial photographs, and/or PDF illustrations obtained from the City will be used as the base information for the regional, citywide and neighborhood level maps which shall include:

Regional level – Including all areas in the City ETJ, as well as relationship to surrounding cities.

City-wide level – Including study limits/sectors established by prior park master plans and other pertinent sectors as provided by the City of Celina in digital format.

Specific key areas – Key neighborhoods/sectors as determined to be appropriate.

B. All mapping that is distributed in an illustrative format will be in PDF graphic file formats.

C. Specific information (as provided by the city) that ND will incorporate into the base mapping includes: Key public facilities; Developed and undeveloped park land; Major natural features and drainage corridors; Schools (by classification and type) and school districts; Boundaries for city districts such as Downtown Celina; Key regional destinations as applicable; and Any other pertinent, available GIS data.

Deliverables:

a. ND shall prepare base drawings for regional, city-wide, and neighborhood/sector maps with information readily available.

b. ND will coordinate with the City GIS Department to understand and incorporate data standards and determine the necessary levels of accuracy and precision for data development. Except as stated herein, ND is not responsible for digitizing, increasing the accuracy and precision, or otherwise improving data received from the City.

c. Number of meetings: None.

Items Provided by City of Celina: The City shall provide digital copies (as available), of most recent City mapping, including regional level maps, citywide maps illustrating zoning based upon Comprehensive plan update, and city maps illustrating existing and proposed land use. City limit boundaries will be provided in digital form.

2.02 REVIEW RELEVANT STUDIES THAT MAY INFLUENCE THE PARKS MASTER PLAN

For background and information purposes, ND shall review other past or ongoing efforts that may influence the city's Parks Master Plan. This will include, but is not limited to:

1. Previous Parks Master Plan;
2. Comprehensive Plan (coordinate with current comp plan process);
3. Trail/Bike Master Plan (2019 by Norris Design);
4. Downtown Plan (2019 by Ideation Planning)
5. Thoroughfare Plan;
6. Individual Park Development Master Plans (Dennis Simms Associates);
7. Previous Facility Plans/Feasibility Studies;
8. Regional plans;
9. Other specific studies

Deliverables:

- a. ND shall review past studies & reports, as provided by City.
- b. Number of meetings: None.

Items Provided by City of Celina: City shall provide one electronic copy and/or hard copy of all relevant reports and documents.

2.03 DEMOGRAPHIC REVIEW and COMMUNITY PROFILE

ND will utilize demographic data as provided by the City, which may include Census, ESRI, and North Central Texas Council of Governments (NCTCOG) data. This data will be used to develop a community profile that will include the demographic, economic, cultural, and lifestyle patterns and preferences of the community and segments of the community. This profile will serve as the basis for future tasks of the project.

The community profile shall include:

- Current population
- Future growth forecasts and build-out projections as provided by the City
- Typical population/employment profile, including sex, age, ethnicity, income and education
- Lifestyle segment review and summary.

Deliverables:

- a. ND shall review information, as provided by the City, and prepare the community profile.
- b. Number of meetings: Under leadership of Celina, one (1) conference call meeting with Planning Department and Celina to discuss the best available demographic data to be used.

Items provided by City of Celina: Celina to initiate and facilitate conference call meeting with Planning Department and Comprehensive Planning Team. The City shall provide population information (in digital form), including existing population by Census tracts, population

estimates and projections, and demographic characteristics. If data is not available, ND will use the most current Census Bureau and NCTCOG data. (provided by City)

Phase 3.0 PARK SYSTEM VISIONING

3.01 HOA/CITIZEN VISIONING WORKSHOPS (6)

During a set of six (6) visioning workshops staff from ND will meet with key community HOA representatives, local citizens, sports teams, to present the process of the Parks Master Plan, and facilitate a vision discussion. ND will conduct the workshop meetings in the evening hours to maximize attendance with citizens or organizations collectively for public input.

A. ND will prepare an outline to serve as a structure for the meetings.

B. ND will meet with HOA representatives wanting to discuss existing and future park and recreational facilities in Celina.

C. Workshops will be scheduled with two (#1 and #2) in week one (Tuesday and Thursday evenings) then a work week; round two workshops (#3 and #4); work week; round three workshops (#5 and #6).

Key inputs and questions may include:

- Desire for new parks (type, location, etc.);
- Indoor Recreational Facilities;
- Indoor Recreational Facilities trends;
- Indoor Recreation Programs for City to offer;
- Desire for special needs;
- Desire of recreation providers as recommended by City Staff;
- Passive parks;
- Active sports parks;
- Parks for a Historic/Culture/Beautification aspect;
- Park linkages (parks, bikes, etc.);
- Desired Level of Service (LOS);
- Current Level of Service (LOS);
- Peer Cities Level of Service (LOS) Comparison; and other questions.

Deliverables:

- a. ND shall prepare a summary of findings and comments made during meetings.
- b. Celina Park LOS (by acreage and population)
- c. Total number of meetings: Six (6) meetings conducted during the event.

Items Provided by City of Celina: The City shall make recommendations for the stakeholders' representatives and persons to be included in the meetings; secure location of the venue, set up meetings during the six (6) workshops; and attend meetings as desired.

3.02 COORDINATION MEETINGS WITH COMP PLAN TEAM

During the planning process, ND will conduct up to three (3) in-person meetings to coordinate technical land use and parks elements together, and to solicit input for the parks master plan. One (1) final public meeting will be held closer to the end of the planning process when

recommendations will be shared with the citizens of Celina. There will also be bi-weekly conference calls for project coordination between Norris Design and Ideation Planning with the comprehensive planning effort.

Deliverables:

- a. ND will also compile and summarize the input from each meeting. (email)
- b. Total number of meetings: Three (3) meetings.

Items Provided by City of Celina: The City shall establish location and time for meetings; issue invitations and meetings; and attend meetings as desired or appropriate.

3.03 ONLINE COMMUNITY SURVEY - PARKS (input SurveyMonkey)

- A. ND will prepare a questionnaire for a community-wide survey to be administered by web.
- B. The survey will be linked to the City of Celina website by City IT staff. The city will prepare send to the City an email “blast” announcement suitable for being transmitted to residents of the City using available email lists and databases provided and administered by the City.
- C. ND will modify the Emailed Survey and reformat based online survey requirements.
- D. Review the questionnaire with City staff via conference call and modify as appropriate.
- E. Indoor and Outdoor recreational facilities.
- F. ND will analyze responses and prepare a summary of key responses in report format.
- G. ND will review the results of the survey during one (1) meeting with staff.

Deliverables:

- a. ND shall prepare documentation for community-wide survey and survey results.
- b. Number of meetings: Meetings two (2)

Items Provided by City of Celina: The City shall assist in the development of the survey questionnaire; assist in linking the survey instrument to the City website and promote the survey to Celina residents via city newsletters, announcements and email blasts.

3.04 COORDINATION MEETINGS WITH CISD

During the planning process, ND will conduct one (1) meetings to coordinate technical land use, parks elements and CISD school issues together, and to solicit input for the parks master plan. Joint school and park sites and future school locations and number of schools will be discussed. This meeting may also be attended by the Comp Plan team.

Deliverables:

- c. ND will also compile and summarize the input from each meeting. (email)
- d. Total number of meetings: One (1) meeting.

Items Provided by City of Celina: The City shall establish location and time for CISD meetings; issue invitations and meetings; and attend meetings as desired or appropriate.

Phase 4.0 PARK MASTER PLAN

4.01 REVIEW OF EXISTING and PLANNED PARK INITIATIVES / LOS

A. ND will analyze the City's current existing parks, determine the suitability of currently-planned park expansions, and build upon the city's network.

C. Analyze area park benchmarks, determine level of service (LOS) of Celina's existing park system, and recommend target levels of service.

B. Apply desired Celina LOS and citizen's goals for park development. Analyze and summarize standards for application to the Celina park system.

Deliverables:

- a. Summary of benchmark / level of service analysis and applicable regional standards.
- b. Provide a written/graphic section as part of the Master Plan.
- c. Number of meetings: One (1) meeting to discuss interim findings report.

Items Provided by City of Celina: Copies of draft reports, maps, and other relevant information from various regional and county initiatives.

4.02 OPPORTUNITIES and CONSTRAINTS ANALYSIS

Conduct city-wide reconnaissance to identify potential opportunities and challenges for the park system. Prepare maps and illustrations as appropriate that demonstrate key opportunities and constraints in each sector of the city. Maps will illustrate:

- Key destinations;
- Key park sites;
- Key potential unique environments;
- Key future areas to be served;
- Key opportunity areas for parks;
- Key park constraints

Deliverables:

- a. Summary of the park system opportunities and constraints in plan format.
- b. Map illustrating key destinations and potential corridors by sector.
- c. Number of meetings: none

Items Provided by City of Celina: Review mapping and summary comment as applicable.

4.03 DEVELOP INDOOR RECREATIONAL FACILITIES

Consider Indoor Recreation System - Program, Schedule, and level of service (LOS). Use best practices in developing a long term systemwide schedule for delivery of indoor recreation include suggestions on funding through a bond program/establishing funding partners. Which includes:

- Multi-use facilities
- Recreation centers
- Senior centers
- Aquatic facilities
- Indoor aquatic facilities

Deliverables:

- a. *Summary of the facility type toolbox, maps detailing draft options for facility types.*
- b. *Number of meetings: One (1) conference call review meeting with staff.*

Items Provided by City of Celina: Review and comment as appropriate.

4.04 DEVELOP INDOOR and OUTDOOR RECREATION PROGRAMS

These future programs will be honed and sharpened based on comparative analysis of benchmark communities and similar level of service facilities. The ND team will present current trends in rec programs and youth sports. The team will provide additional comparative programs as developed by private organizations, such as PSA, for review. The consultants will also provide an analysis and recommendation for the parallel select sports programs in Celina.

With best practices as a guide, the team will help Celina identify level of service (LOS) expectations and produce written recommendations to be included in the Master Plan for indoor and outdoor recreation needs.

Deliverables:

- a. *Draft alignment and evaluations for recreation programs.*
- b. *Number of meetings: Three (3) review and input meetings with staff.*

Items Provided by City of Celina: Review and comment as appropriate.

4.05 DEVELOP PLANNING LEVEL COST ESTIMATES and PRIORITIZE FACILITIES

Using the analysis performed, ND shall prepare estimates of probable cost for the major spine corridors in the city. Create criteria to rank and prioritize parks based on ease of implementation, connectivity to destinations, and proximity to residences and prioritize parks based on these criteria. Review with staff and modify as necessary.

ND shall develop planning level cost estimates for construction overall park system on a square-mile basis. Key future park sites shall be approved by the City prior to finalizing report.

Deliverables:

- a. *Preliminary cost estimates and prioritization criteria in table format.*
- b. *Number of meetings: One (1) meeting with staff.*

Items Provided by City of Celina: Review and comment as appropriate.

4.06 DEVELOP STANDARDS FOR PARK DESIGN

Develop general and aesthetic standards for Celina's park system:

1. Develop design standards for each park type desired;
 - **HOA Park Standards** - A set of park standards for several type of parks established in master planned communities.
 - **Pocket/Ornamental Park** - A pocket or ornamental park is a small park (usually less than two (2) acres) developed for passive recreation.
 - **Mini-Neighborhood Parks** - Park is a site of approximately one to four (4) acres and serves the area with a one-quarter mile radius.

- **Neighborhood Parks** - A neighborhood park is a site of approximately five to ten (10) acres and serves the area within a one-half mile radius with both active and passive recreational opportunities.
- **Community Parks** - A community park is a site of approximately 40 to 150 acres with a service area radius of two miles and provides both active, passive and often primitive (nature oriented) recreation.
- **Special Use Parks** - The special use park classification covers a broad range of parks and recreation facilities that focus on one or two specific recreational uses; typically, sports fields.
- **Regional Parks** - Regional parks typically are a minimum of fifty (50) acres and serve a larger area than the community alone. Regional parks typically have the same type of amenities as community parks and focus on community-based recreation but are much larger in size. Regional parks typically have land set aside to preserve as unique landscapes or natural open space.
- **Greenbelts** - Greenbelts or greenbelt parkways are linear parks that are typically developed around a natural resource such as a creek, river, utility easement or lake shore.
- **Natural Areas** - Natural areas are spaces containing ecosystems in a non-disturbed state.

2. Develop park design standards for amenities such as nodes, playgrounds, seating areas, parking, bridge approaches, and much more;

Deliverables:

- a. Draft park facility standards for Celina in graphic, written and tabature format.
- b. Number of meetings: One (1) review meeting

Items Provided by City of Celina: Review and comment on proposed trail standards.

4.07 **PREPARE PARKS MASTER PLAN and DEVELOP POLICY RECOMMENDATIONS**

Prepare the Parks Master Plan report and a summary. Include a detailed implementation schedule with costs and priorities and develop strategic policy recommendations to:

- Accelerate the implementation of parks and related facilities;
- Coordinate with other projects;
- Modify programs and practices;
- Recommend short-term and long-term improvements

Deliverables:

- a. A written summary of the parks master planning process and recommendations to be delivered as part of report and provide written/graphic summary.
- b. Number of meetings: One (1)

Items Provided by City of Celina: Review and comment as appropriate.

Phase 5.0 IMPLEMENTATION STRATEGY**5.01 COST ESTIMATES**

The ND Team shall prepare cost estimates for components of the Parks Master Plan. Use previous bids, current contractor costs where available, or other locally based estimates; Include maintenance costs for new facility (indoor and outdoor) improvements; Use an average dollar amount per acre for land acquisition.

Include cost ranges for proposed improvements, and identify key assumptions and items included in each estimate. Include contingencies that are appropriate for concept level estimates.

Deliverables:

- a. ND will incorporate the results of the cost estimates in the Action Plan.
- b. Number of meetings: One (1) conference call or in-person meeting.

Items Provided by City of Celina: The City shall review estimates and comment as appropriate.

5.02 IMPLEMENTATION AND ACTION PLAN

A. The team shall prepare an implementation component for the Parks Master Plan illustrating the items that are recommended. This plan will include four key elements:

1. Short range improvements to meet immediate needs.
2. Long range improvements to meet population growth, enhance the system, and meet the needs of City's growth
3. Prioritization of improvements, to fund most critical projects first, based on demonstrated need, with less critical components being incorporated as funding allows.
4. Funding strategies to provide predictable funding resources for the proposed improvements.

B. ND shall prepare a master plan that will describe the recommended improvements in the following main categories:

- Park development
- Land acquisition needs
- Recreation programs (facilities, employees and equipment need)
- Supporting indoor facility development (phasing and costs)

C. ND shall prepare an Action Plan Schedule for the recommended plan components.

* Develop a 5-year incremental funding level analysis to implement the Master Plan. (Action and Expenditure Plan).

* Use a 5-year short-range time frame, and a 10-year long-range time frame.

Deliverables:

- a. ND shall prepare prioritization of recommended improvements, an Action Plan in table format, and an implementation strategy in written format.
- b. Number of meetings: Three (3) meetings.

Items Provided by City of Celina: The City shall provide current and past citywide and Park and Department budgets (for past three years); provide records of past grants and other non-city funding sources; and review Implementation and Action Plan.

Phase 6.0 REPORT PREPARATION and FINAL PLAN ADOPTION

6.01 REPORT PREPARATION, REVIEW, AND APPROVAL

The ND team shall combine the information compiled in each of the tasks above into a Final Report. ND will assist in reviewing the report with City staff, Parks Boards, and City Council. Elements in this task will include:

- A. Preparation of Report and Submittal of electronic (PDF format) draft to Celina staff for review.
- B. One (1) work session with Celina staff.
- C. Revisions based on comments received, and preparation of a revised draft report in electronic (PDF) format.
- D. One (1) joint briefing presentation and work session with Parks Board
- E. One (1) briefing presentation and work session with City Council.
- F. Revisions based on comments received, and preparation of a final report in electronic (PDF) format.
- H. One (1) public hearing for approval of the final master plan by the City Council.
- I. In (1) 3-ring notebook place the Trails Plan and the Parks MP together. (final copies)

Upon City Council approval, ND shall deliver the approved report to Texas Parks and Wildlife Department for review and comment. ND shall address comments from TPWD staff as required.

Deliverables:

- a. Report final product shall be in an Adobe (InDesign/Illustrator) that can be edited by the City.
- b. ND shall prepare electronic (PDF format) draft reports (copies includes two final reports).
- c. Number of meetings: ND will attend a total of five (5) meetings during the approval process.

Items Provided by City of Celina: The City shall review draft reports, set up meetings and agenda items for review and approval of master plan, and distribute electronic or hard copies of the report to staff, the Parks Boards, and City Council, as outlined above.

6.02 PARKS MASTER PLAN EXECUTIVE SUMMARY

A. ND will prepare a summary of the Parks Master Plan (Master Plan), including key goals and objectives, key needs, recommendations, funding strategies and public statements. This summary will be crafted to serve as the primary document for communicating the goals and outcomes of the Master Plan to elected and appointed officials and the general public.

Deliverables:

- a. ND prepares an Ex. Summary for the Parks Master Plan in electronic (PDF) format for review.
- b. Number of meetings: One (1) meeting with staff.

Items Provided by City of Celina: The City shall review the Executive Summary and comment, as well as participate in one meeting.

6.03 PARKS MASTER PLAN PUBLISHING

ND shall produce a high-resolution, full-color digital (PDF format) original of the Master Plan Report and Executive Summary for use in immediate printing as part of this contract, as well as future printing and digital publication by the City of Celina. ND shall prepare ten (10) color copies of the Master Plan (up to 200 pages) and one (1) Executive Summary digital original for City printing.

Deliverables:

- a. ND shall provide a high and mid-level digital original of the Parks Master Plan Report and print ten (10) color copies
- b. ND shall provide an Executive Summary (PDF format) on CD for City to print final copies. ND will provide a color mock-up of the final product.
- c. Number of meetings: None.

Items Provided by City of Celina: The City shall perform a final review of the document and approve final Executive Summary layout and text. Final payment to ND for professional services.

End of Scope of Services (V2)

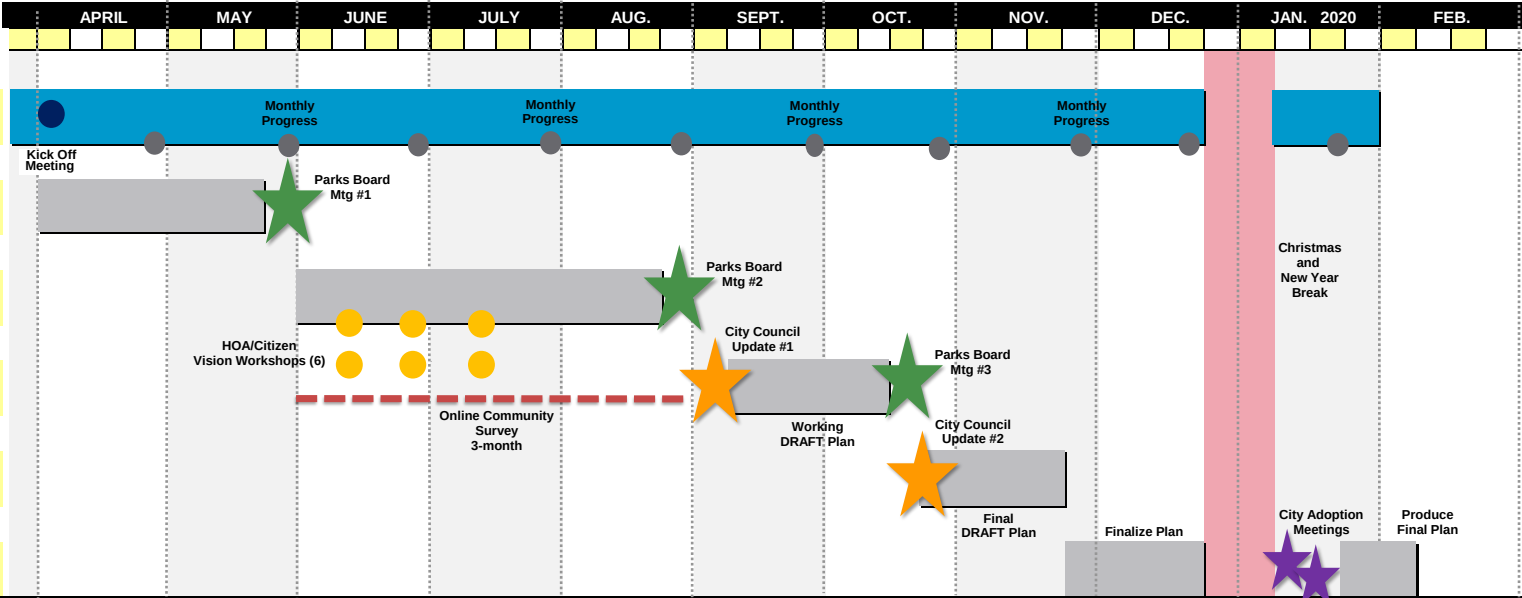
Parks Master Plan

City of Celina, TX

PROJECT DURATION : 11 Months V2

DATE: MARCH 2019

- Phase 1 - Project Management
- Phase 2 - Pre Planning
- Phase 3 - Visioning
- Phase 4 - Parks Master Plan
- Phase 5 - Implementation Strategy
- Phase 6 - Final Report and Adoption



Attachment: Exhibit B - Celina - Schedule_Parks MP_7march2019 (Parks Master Plan)

EXHIBIT C
PROFESSIONAL FEESCity of Celina - Parks Master Plan
(V2 – 19march19)**Phase 1.0 PROJECT MANAGEMENT**

- 1.01 PROJECT KICK-OFF MEETING (1)
- 1.02 CITY PARK TOUR
- 1.03 PARK BOARD MEETINGS (3)
- 1.04 CITY COUNCIL UPDATE MEETINGS (1)
- 1.05 INTERDEPARTMENTAL COORDINATION MEETINGS
- 1.06 PROJECT MANAGEMENT
- 1.07 PROJECT WEB SITE

Subtotal: \$ 9,105

Phase 2.0 PRE-PLANNING

- 2.01 PREPARATION OF BASE MAPPING
- 2.02 REVIEW STUDIES - INFLUENCE THE PARKS MASTER PLAN
- 2.03 DEMOGRAPHIC REVIEW & COMMUNITY PROFILE

Subtotal: \$ 4,555

Phase 3.0 PARK SYSTEM VISIONING

- 3.01 HOA/CITIZEN VISIONING WORKSHOPS (6)
- 3.02 COORDINATION MEETINGS WITH COMP PLAN TEAM
- 3.03 ONLINE COMMUNITY SURVEY - PARKS (input SurveyMonkey)
- 3.04 COORDINATION MEETINGS WITH CISD

Subtotal: \$20,375

Phase 4.0 PARK MASTER PLAN

- 4.01 REVIEW OF EXISTING & PLANNED PARK INITIATIVES / LOS
- 4.02 OPPORTUNITIES & CONSTRAINTS ANALYSIS
- 4.03 DEVELOP INDOOR RECREATIONAL FACILITIES
- 4.04 DEVELOP INDOOR RECREATION PROGRAMS
- 4.05 DEVELOP COST ESTIMATES & PRIORITIZE FACILITIES
- 4.06 DEVELOP STANDARDS FOR PARK DESIGN
- 4.07 PREPARE PARKS MASTER PLAN & POLICY RECOMMENDATIONS

Subtotal: \$24,820

Phase 5.0 IMPLEMENTATION STRATEGY

- 5.01 COST ESTIMATES
- 5.02 IMPLEMENTATION AND ACTION PLAN

Subtotal: \$ 9,300**Phase 6.0 REPORT PREPARATION & FINAL PLAN ADOPTION**

- 6.01 REPORT PREPARATION, REVIEW, AND APPROVAL
- 6.02 PARKS MASTER PLAN EXECUTIVE SUMMARY
- 6.03 PARKS MASTER PLAN PUBLISHING

Subtotal: \$13,695**Total: \$81,850****Project Expenses**

Copies, dry mounting, mileage, travel, local meals, etc.

Subtotal: \$ 2,350**GRAND Total: \$84,200**



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: May 14, 2019
Re: Master Fee Chart

Action Requested:

Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule to provide a comprehensive fee update and on the adoption of a master fee chart. (Master Fee Chart) (McAfee)

Supporting Documents:

- Staff Presentation
- Proposed Master Fee Chart
- Ordinance

Staff Recommendation:

Staff recommends approval.

Master Fee Chart

Proposed Revisions

City Council

May 14, 2019

Attachment: Staff Presentation (Master Fee Chart)



Background

- The Master Fee Chart serves many departments, including Public Safety, Library, Parks, Utility Billing, Animals, Development Services, and others
- Best practice advises to routinely or even annually update the Master Fee Chart
- Most of the proposed revisions are in association with Development Services
- All proposed changes are within regional standard

Development Fees

- Fees are intended to assist in recovering the cost of providing services
- So residents do not subsidize costs rightfully belonging to the development community
- Services include (broadly):
 - Ø Processing of permits
 - Ø Plan Review
 - Ø Inspections

Justification

- Remove duplicate and/or abandoned fees
- Monitor for improved cost recovery opportunities
- Better match regional standard
- Codify new fees created by ordinances during the year (if applicable)
- Reflect changes in the market or State law
- Clarify internal policies
- General clean-up purposes

Impact Fees

- Important to note, Impact Fees (water, sewer, roadway) and Parkland Dedication fees are not part of the permit fees being changed
- Impact Fees comprise a sizeable portion of the fees applied to new development
- An update to the Impact Fee study is tentatively scheduled to start this year
- As part of that process, the impact fees associated with new commercial development will be reviewed

Proposed Fee Changes

- Commercial fees based on valuation instead of square footage
- Residential fees tied to ICC valuation (2018 change)
- Listing fees for several permits historically charged, yet listed in chart as “miscellaneous”
- Clarifying policies on refunds, work without a permit fees, and after-hour inspections

Next Steps

- ~~City Council: 4-09-19 (work session)~~
- City Council: 5-14-19 (adoption)
- New fee chart would be implemented in conjunction with the 2018 Model Codes
- Adopt the accompanying ordinance revising the Master Fee Chart

CITY OF CELINA MASTER FEE CHART

UPDATED MAY 2019

Attachment: Proposed Master Fee Chart (Master Fee Chart)





MASTER FEE CHART

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MASTER FEE CHART

Miscellaneous Fees	
Copies of fire and police reports and other special documents	Charges to recover costs associated with public information requests related to fire and police shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
	Copies of special documents for police reports shall be assessed in accordance with the Texas Transportation Code (550.065) Release of Certain Information Relating to Accidents.
Copies of public information	Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information.
Fingerprinting Fee	All requests to have your fingerprints taken require a \$25.00 dollar fee.
Garage sale permit	\$10 per event held
Animal control related fee	Animal control related fees shall be in accordance with the Collin County Animal Services and City of Celina Interlocal Agreement, as amended.
Financial statements or year-end audits	\$10
Code of Ordinances	\$100
Comprehensive plan with maps	\$200
Senior Center	
Deposit	\$100
Rental Fee	\$50 per day
Special Events	
Special event permits	\$50
Special events, tents	\$150 per event

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Library Fees

Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item is added to the borrower's record.

Overdue books, audio books, music CDs and magazines	\$0.25 per day
Overdue DVDs	\$1.00 per day
Maximum Fine	Replacement cost of the item documented in the library database record
Replacement library card	\$1.00
Damaged audio/visual cases	\$3.00
Lost or damaged material	Replacement cost of the item documented in the library database record.
Copies and printing	\$0.10 per page
Fax (sending and receiving)	\$1.00 for first page and \$0.50 for each additional page



MASTER FEE CHART

Parks & Recreation Fees

Practice/Tournament

	Practice (2 hours)		Tournament*	Camp/Clinic/Etc
	Resident	Nonresident		
Baseball/softball (per field)	\$40.00	\$50.00	\$350.00 (per day)	\$5.00 per participant, as applicable
Soccer/football (per field)	\$20.00	\$30.00	\$200.00 (per day)	
Tennis court (per court)	\$10.00	\$20.00	\$40.00 (per day)	

* Tournament fee includes 1 field setup, typically for the start of the event

Additional Facility Costs

Lighting (per field)	\$40 per hour
Game preparation (baseball/softball)	\$30 per field, per setup
Game preparation (multiuse fields):	Costs contingent upon dimensions and markings required.
Parks and recreation staff (per employee)	\$40 (hourly)

- After 11:00 p.m., it is mandatory to have one parks representative on site.
- At the discretion of the director, more than one parks representative may be required.
- Repair of damaged facilities to be paid for at actual cost of labor and materials.
- Parks department reserves exclusive right to sale of concession items and use of concession stand unless agreed upon otherwise in rental agreement contract.

Pavilion (per four (4) hours)

Less than 50 attendees	\$50
51-100 attendees	\$75
More than 100 attendees	\$125

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Development Services Fees	
New 1 & 2 Family Dwellings	
Application	\$50
Plan Review	\$300
Revised plan review	\$175
Building Permit Fee	Current ICC Square Foot Construction Costs Table Fee For Construction Type Times Multiplier (0.0075) Times Square Footage Times 1.00%
Certificate of Occupancy	\$65 (Temp CO is \$100 each 10 days)
Building Fee	\$75 per (plumbing, electrical, mechanical)
T-Pole	\$50
Irrigation	\$185
Fence	\$75
Expired Permits	50% refund on permit fee prior to work beginning
Re-inspection Fee	\$75 per failed inspection after 2 nd failed inspection
Re-instated Permit Fee	25% (same plan) or 50% (revised) of original fee
Park Fee	\$1500 if / when applicable
Building Activity Fee	\$500 if / when applicable
Technology Fee	\$500 if / when applicable
Outdoor Warning Device	if / when applicable
Impact Fees (water, sewer, roadway)	See impact fee chart: varies per subdivision
Residential remodel / addition/ accessory or dwelling structure	
Application	\$50
Plan Review	\$100
Revised Plan Review	\$100
Building Permit Fee	\$6.00 per \$1000. in value (\$75.00 minimum)
Building Fee	\$75 per (plumbing, electrical, mechanical)
Re-inspection Fee	\$75 per failed inspection after 2 nd failed inspection
Work Without Permit	Double Permit Fee

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Residential Building Permits - Mechanical, Electrical, Plumbing	
Building Permit Mechanical	\$75
Building Permit Electrical	\$75
Building Permit Plumbing	\$75
Work Without Permit	Double Permit Fee
Residential Miscellaneous Permit	
After hours inspection	\$80 per hour / 4 hour minimum
Demolition	\$50 application + \$100 permit
Curb cut / driveway / flatwork	\$50 application + \$100 permit
Fence	\$50 application + \$ 75 permit
Foundation Repair	\$50 application + \$100 permit
House Moving	\$50 application + \$400 permit
Irrigation	\$50 application + \$185 permit
Irrigation Repair	\$75
Manufactured Home	\$50 application + \$100 permit + trades (\$75. ea)
Patio Cover / Deck / Outdoor Kitchen Garage / Shade Structure	\$50 application + \$75 review + trades (\$75.ea) + \$6.00 per \$1000. in value (\$75.00 minimum)
Pool / Spa	\$50 application + \$75 review + trades (\$75.ea) + \$6.00 per \$1000. in value (\$75.00 minimum)
Refund policy	80% permit fee when no work has been done
Re-inspection Fee	\$75
Retaining Wall	\$50 application + \$100 permit
Roof / Roof repair	\$50 application + \$100 permit
Simple Grading - single lot	\$50 application + \$ 75 permit
T-Pole	\$50
Unauthorized Cover-up Fee	\$100
Water well drilling	\$50 application + \$100 permit
Work Without Permit Fee	Double permit fee

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

New Commercial & Multi-Family Dwellings	
Application	\$150
Plan Review	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review.
Fourth (or more) Plan Review Fee	\$1000 each new review
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	\$500
Building Permit Fee	Current ICC square foot construction costs table fee for appropriate construction type - (gross area X square foot construction cost X permit fee multiplier (.0075) = permit fee
Re-inspection Fee	\$75 per failed inspection after 2 nd failed inspection
Building Fee - Mechanical / Electrical / Plumbing	Square footage of bldg. floor area: separate fee in addition to: a. 1 - 3,000 square feet: \$75 b. 3,001 - 10,000 square feet: \$125. c. 10,000 - 100,000 square feet: \$150. d. over 100,000 square feet: \$175
Building Activity Fee	\$500 (per wastewater connection)
Park Fee	\$1500
Certificate of Occupancy	\$100
Temporary CO	\$100 + \$100 per additional 10 business days
Impact Fees (water, sewer, roadway)	See impact fee chart



MASTER FEE CHART

Finish-out & Miscellaneous Commercial / Multi-Family Permit Fees	
Application	\$150
Plan Review	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Revised Plan Check Fee	50% of original plan review fee
Revised plan review	\$175
Building Permit Fee	\$6.50 per \$1,000 in value. Minimum \$100.
Minor Plan Revisions	\$500
Building Fee - (M,E,P)	\$5.00 per \$1000 in value. \$75 minimum
Demolition	\$150 application + \$100 permit
Clean & show / meter release	\$75
Commercial Pool	\$150 application + \$6.50 per \$1,000 valuation (+ trades)
Curb cut / driveway / flatwork	\$150 application + \$100 permit
Retaining wall / Screen wall / Fence	\$150 application + \$6.50 per \$1,000 valuation (min. \$100)
T-Pole	\$50
Unauthorized Cover-up Fee	\$100
Refund policy	80% permit fee when no work has been done
Re-inspection Fee	\$75 per inspection
Work without permit Fee	Double permit fee
After hours inspection	\$80 per hour / 4 hour minimum
Certificate of Occupancy	\$100
Temporary CO	\$100 + \$100 per additional 30 days

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Site Development Fees (Civil Permit)	
Application	\$150
Plan Review - Private	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: \$85 per lot 101 - 200 lots: \$75 per lot 201 - 300 lots: \$65 per lot Greater than 300 lots: \$55 per lot
Fourth (& more) Plan Review	\$1000 each
Landscape / Hardscape Plan Review	\$300
Revised Plan Check Fee	50% of original plan review fee
Civil Permit Fee - Private	\$6.50 per \$1,000 in value. \$100 minimum.
Civil Permit Fee - Public	3% of paving / site utility valuation
Annual Contractor Registration	
Electrical Contractor	no charge - State law
General Contractor	\$100
Irrigator Contractor	\$100
Mechanical Contractor	\$100
Plumbing Contractor	no charge - State law
Sign / Electrical Sign Contractor	\$100
Utility Franchise Constructor	no charge
Work without Permit Fee	Double Permit Fee
Engineering Permit Fees	
Earthwork / grading permit	\$150 application + 0 - 5 acres: \$100 5.1 - 10 acres: \$200 10.01 or more acres: \$500 + \$10 / acre

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Engineering Permit Fees (continued)	
Floodplain Permit Fees	\$150 application + 3rd party review fee if applicable + 0 - 3 acres: \$300 3.01 - 20 acres: \$500 Above 20 acres: \$1000
Franchise / Utility companies	No Fee
Non-Franchise	\$150 application + \$75 permit
Signs / Promotional Event Permits	
Promotional Event	\$50 permit + \$50 food if applicable
Wall Sign	\$150 application + \$50 permit + (\$75 electrical)
Monument Sign	\$150 application + \$50 permit + (\$75 electrical)
Banners	\$50 permit (2 week period) - allowed 3 times per year
Human Sign	\$100 per day per person
Planning & Zoning Fees	
Site Plan Review	\$500
Minor/ Amending/ Conveyance Plats	\$300
Preliminary / Replat / Final Plats	\$400
Plat Filing Fee	\$150
Development Agreement	\$2,500
Development Agreement with PID	\$5,000
Annexations	\$750
PD Application	\$750
Special Use Permit	\$500
Zoning Verification Letter	\$100
Variance (BOA)	\$250
Zoning Signage	\$300
Prints of Long-Range Plans	\$30

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Health Department Annual Permits	
Food Service Establishment	\$350
Food Service - Limited Purpose / Private School	\$100
Food Service - Non-profit / Public school	No Charge
Food Truck (hot or cold)	\$250
Grocery Store - major	\$600
Grocery Store - minor	\$250
Late Annual Renewal	\$100
Re-inspection Fee	\$100
Seasonal Food	\$150
Temp. Food / Event vendor	\$50
Other Annual Permits	
Alcohol	Half of the state fee (TABC Regulated)
Pool (Public or semi-private)	\$200
Solicitor / Vendor	\$10 per day (7 day max)
Rental Permit (multi-family)	\$150 + \$20 per unit

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Fire Department Permit / Inspection Fees

Fire Alarm	1 to 150 devices: \$150 Over 150 devices: \$300 Additional floors (over one): \$50 each Red tag fee for each inspection: \$250
Fire Sprinkler - commercial	1 to 150 devices: \$150 Over 150 devices: \$300 Additional floors (over one): \$50 each Foam system: + \$50 Red tag fee for each inspection: \$250
Fire Sprinkler - single family	\$150 Foam system: + \$50
Fire Pump	\$300
Stand Pipe System	\$150
Underground Fire Main	\$150
Remote FDC	\$150 (each)
Access Control System	\$150 per unit
Gate Access Control	\$150 per gate
Hood System	\$150 per hood
FM 200 System	\$150
Spray Booth	\$150
Fire Lane Modification / Alteration	\$150
LPG or Compressed Gases	\$150
Flammable / Combustible Storage Tanks	\$150 per tank
Fire Lane Traffic Control Device	\$150
Temp. Tent or Canopy structure	\$150
Battery Systems	\$150
Burn Permit	\$100 per area
Work without Permit Fee	Double Permit Fee

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Fire Department Permit / Inspection Fees (cont.)

Fireworks	\$250
After Hours Inspection	\$80 per Hour – Minimum of four (4) hours
Any Failed Inspection – Red Tag Fee	\$250
Fire Watch Personnel	\$50 per Hour – Minimum of four (4) hours per each fire watch

Alarm Fees

Annual, Nonrefundable – New Alarm Permit or Renewal (Residential)	\$35
Annual, Nonrefundable – New Alarm Permit or Renewal (Commercial)	\$100
- A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal. - Governmental and public educational sites are exempt from all permit fees, false alarm charges, service fees and fines that are assessed under this article as long as the entity has a valid alarm permit, but shall comply with all other requirements of this article.	
To register an alarm and/or read the City Ordinances on Alarm Systems visit https://www.crywolfservices.com/celinatx/	



MASTER FEE CHART

Business Related Fees	
Video games and other amusement devices; arcades	<u>Investigation and processing fee:</u> (1) Nonrefundable investigation fee: \$35.00. (2) Each applicant for one, two or three licenses for video games or pool tables not to be in an arcade shall pay a nonrefundable investigation fee of \$35.00.
	<u>Renewal:</u> An investigation fee of \$35.00 shall be charged in connection with a renewal and shall be due on or before January 1st of each year.
Peddlers and solicitors	Each itinerant vendor, merchant or peddler taking orders for sale or offering any item or service within the corporate limits of the city will pay a fee of \$100.00 per year to the city.
Farmer's Market potentially hazardous food vendor fee	\$ 50 minimum for the year
Liquid propane portable container permit (retail)	Display: \$150.00 per display.
	A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection and a permit. If a red tag is issued to the contractor during an inspection, there will be a reinspection fee of up to \$250.00 for each reinspection.
Auto related business regulation fees	Yearly inspection fee for all automotive-related businesses: \$200.00 annually
	Bulk storage fee: \$50.00 annually.
Liquid waste transporter permit fee	Liquid waste transporter permit fee: \$50.00 per vehicle, annually.
	A failed inspection will be subject to a reinspection fee of \$50.00 for subsequent inspections.

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Utility Rates & Charges

Water Deposits

Residential	\$200 per each living unit
Business – fewer than 5 employees	\$150
Business – 5 employees or more	\$200
Cleaners/Laundromats	\$250
Grocery Store - minor	\$250
All two-inch meters	\$250, plus \$100 for each inch over 2"

Water Rates

Residential

Inside City (W1 Residential) – Monthly Minimum Charge

	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$23.84	\$24.56	\$25.30
1"	\$40.10	\$41.30	\$42.54
1-1/2"	\$80.21	\$82.61	\$85.09
2"	\$128.33	\$132.18	\$136.14

Inside City (W1 Residential) – Volume Rate/1,000 Gal

	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001–10,000	\$5.21	\$5.37	\$5.53
10,001–20,000	\$7.89	\$8.13	\$8.37
20,001–30,000	\$9.29	\$9.57	\$9.86
30,001 above	\$13.41	\$13.81	\$14.23

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Outside City (W2 Residential Outside) – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$35.77	\$36.84	\$37.95
1"	\$60.15	\$61.95	\$63.81
1-1/2"	\$120.31	\$123.92	\$127.64
2"	\$192.50	\$198.27	\$204.21
Outside City (W2 Residential Outside) – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001–10,000	\$7.82	\$8.05	\$8.29
10,001–20,000	\$11.84	\$12.19	\$12.56
20,001–30,000	\$13.94	\$14.35	\$14.78
30,001 above	\$20.12	\$20.72	\$21.34
Commercial			
Inside City (W3 Commercial) – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$28.64	\$29.50	\$30.39
1"	\$50.13	\$51.63	\$53.18
1-1/2"	\$100.26	\$103.27	\$106.37
2"	\$160.41	\$165.22	\$170.18
3"	\$240.61	\$247.83	\$255.26
4"	\$401.02	\$413.05	\$425.44

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Inside City (W3 Commercial) – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001–10,000	\$5.21	\$5.37	\$5.53
10,001–20,000	\$7.89	\$8.13	\$8.37
20,001–30,000	\$9.29	\$9.57	\$9.86
30,001 above	\$13.41	\$13.81	\$14.23
Outside City (W4 Commercial Outside) – Monthly Minimum Payment			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$42.97	\$44.26	\$45.58
1"	\$75.20	\$77.45	\$79.77
1-1/2"	\$150.39	\$154.90	\$159.55
2"	\$240.62	\$247.84	\$255.27
3"	\$360.91	\$371.74	\$382.89
4"	\$601.53	\$619.58	\$638.16
Outside City (W4 Commercial Outside) – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001–10,000	\$7.82	\$8.05	\$8.29
10,001–20,000	\$11.84	\$12.19	\$12.56
20,001–30,000	\$13.94	\$14.35	\$14.78
30,001 above	\$20.12	\$20.72	\$21.34

- Temporary water service: Temporary water service may be established at a residential structure for cleaning at the rate of \$15.00 per day.
- Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. A hydrant meter deposit will be collected in the amount of \$1,000.00, returnable upon settlement of the account. Anyone caught obtaining water without permission will be charged with a criminal offense.



MASTER FEE CHART

Wastewater Monthly Rates and Charges			
<i>Residential</i>			
Inside City – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$23.44	\$25.54	\$27.84
1"	\$42.11	\$45.90	\$50.03
1-1/2"	\$78.59	\$85.66	\$93.37
2"	\$134.72	\$146.85	\$160.07
Inside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001–5,000	\$5.84	\$6.37	\$6.94
5,001-Maximum	\$7.23	\$7.88	\$8.59
<i>Maximum Gallons</i>	<i>13,000</i>	<i>12,000</i>	<i>11,000</i>
Outside City – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$35.15	\$38.32	\$41.76
1"	\$63.16	\$68.84	\$75.04
1-1/2"	\$117.88	\$128.49	\$140.06
2"	\$202.09	\$220.27	\$240.10
Outside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001–5,000	\$8.76	\$9.55	\$10.41
5,001–Maximum	\$10.85	\$11.82	\$12.89
<i>Maximum Gallons</i>	<i>13,000</i>	<i>12,000</i>	<i>11,000</i>

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Commercial			
Inside City – Monthly Minimum Charge			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$28.07	\$30.59	\$33.35
1"	\$52.64	\$57.37	\$62.54
1-1/2"	\$98.24	\$107.08	\$116.72
2"	\$168.41	\$183.56	\$200.08
4"	\$421.01	\$458.90	\$500.20
Inside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001– Above	\$6.37	\$6.94	\$7.56
Outside City – Monthly Minimum Payment			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
3/4"	\$42.10	\$45.89	\$50.02
1"	\$78.95	\$86.06	\$93.81
1-1/2"	\$147.36	\$160.63	\$175.08
2"	\$252.61	\$275.34	\$300.12
4"	\$631.52	\$688.36	\$750.31
Outside City – Volume Rate/1,000 Gal			
	Effective Feb-19	Effective Jan-20	Effective Jan-21
2,001 and Above	\$9.55	\$10.41	\$11.34

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Garbage Collection	
Trash	\$10.59
Recycling	\$3.07
Extra cart	\$5.57
Water & Sewer Service Charges	
Disconnect/Reconnect Fee	\$50 (\$75 if incurred outside of the City's normal business hours.)
Transfer Fee	\$25
Trip Fee	\$15 (\$30 if incurred outside of the City's normal business hours.)
Reread	\$20
Profile History	\$25 plus \$0.10 per page
Temporary disconnect/reconnect	\$25
Meter Test	\$40
Tamper Fee	\$500
Returned Check Fee	\$25
Meter Fees	
$\frac{3}{4}$ "	\$330
1"	\$440
1 $\frac{1}{2}$ "	\$770
2"	\$1080
Fire Hydrant Meter Deposit	\$2050
Meter Change Out (Customer Request)	A meter change-out fee will be indexed according to the age of the meter, with a 10% reduction in the actual cost of replacement, including labor and materials, for each year that the existing meter has been installed.
Reinspection Fees	
First	\$50
Second	\$75
Third	\$100

Attachment: Proposed Master Fee Chart (Master Fee Chart)



MASTER FEE CHART

Water/Wastewater Connection Fees	
Water	
¾" Tap	\$950
1" Tap	\$1060
1 ½" Tap	\$1260
2" Tap	\$1450
- All taps greater than two inches will be priced at time of installation and shall require a meter vault and shall meet the most current engineering design standards. - Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Sewer	
4" Tap	\$810
- All taps greater than four inches will be priced at time of installation. - Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring, manholes and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Pro-rata charges The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.	
Impact fees Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.	
Repair fees Repair to a city-owned infrastructure will be charged to the party responsible for disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, labor and repair to streets and easements.	
Review fees for permits <u>Individual wastewater discharge permit.</u> A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars (\$7,500.00). No permit will be issued until this fee is paid by the applicant.	



MASTER FEE CHART

Municipal Drainage Utility System Fees

The drainage utility fee set forth in this section shall be collected through the city's bill for public utilities pursuant to the act

Impervious Area; Fee Assessed

- Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property.
- The drainage utility fee, payable monthly, shall be established with respect to all property within the according to the following schedule:

Single Family Residential

Tier 1 (smallest 20%, 0 – 3,750 sqft IA)	\$4.90
Tier 2 (middle 60%, 3,750–6,400 sq ft IA)	\$7.90
Tier 3 (largest 20%, > 6,400 sq ft IA)	\$13.25

Non Single Family Residential

Monthly Rate per ERU	\$7.75
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*ERU (Equivalent Residential Unit) = 5,000 square feet impervious area.

A minimum charge of one (1) ERU shall be applied to each nonexempt nonsingle-family residential developed property, regardless of classification.

Impervious Exemptions

- Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance;
- A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city;
- Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;
- State property;
- School district property;
- City property;
- Tax-exempt religious institution property; and
- County property;
- Public or private institutions of higher education property.



MASTER FEE CHART

Right-of-Way Management Fees

Streets, sidewalks and other public places, right-of-way management:

Permit Application Fee	\$100				
Expedited Application Fee	\$250				
Saturday Inspection Fee; each Saturday	\$200				
Permit expiration fee; each permit for incomplete work on expiration date if not extended	\$30				
Electronic maps submittal fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (minimum fee of 2 hours)	\$80				
Registration per right-of-way user per year	\$50				
Inspection fee	\$1.00/LF or \$150/day of anticipated construction time, whichever is greater				
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)	\$500.00 (1–5 network notes)				
	\$500.00 (1–5 network notes)				
	\$1,000.00 per pole.				
Small cell user fees (this penalty shall not exceed and is capped by statutory limits)	\$250.00 annually for each network node				
	\$20.00 per year for city pole attachment.				
Public Inconvenience Penalty					
Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.					
Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-10 days	>100 days
Sidewalk	Per sq. foot	\$0.0026	\$0.0052	\$0.0078	\$0.0104
Driveway	Per each	\$39.00	\$78.00	\$117.00	\$156.00



MASTER FEE CHART

EMS Billing Fees	
BLS Nonemergency	\$855
BLS Emergency	\$855
ALS Nonemergency	\$955
ALS Emergency	\$955
ALS Level 2	\$955
Specialty Care Transport	\$955
Oxygen	\$125
ALS Disposables	\$400
BLS Disposables	\$300
Medications	\$100
Additional Crew Member	\$40
Refusal/No Transport Fee	N/A
Definitive Care Fee (treatment by IV or IM meds with no transport)	\$200

Attachment: Proposed Master Fee Chart (Master Fee Chart)

CITY OF CELINA, TEXAS

ORDINANCE 2019-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES, APPENDIX A: FEE SCHEDULE; ARTICLE A1.000 MISCELLANEOUS FEES; ARTICLE A3.000 BUILDING RELATED FEES; ARTICLE A4.000 BUSINESS RELATED FEES; ARTICLE A5.000 UTILITY RATES AND CHARGES; ARTICLE A6.000 SUBDIVISIONS, ZONING AND LAND USAGE FEES; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, the City Council is legally empowered to recover its costs for permitting and in house review of permitting services; and

WHEREAS, it is in the best interest of the public health, safety, and welfare that the fee schedule be revised.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3 **AMENDMENTS**

3.01 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A1.000 Miscellaneous Fees: Section A1.004 Library Fees: Subsection (a)(6) is hereby amended to read:

“Lost or damaged material: Replacement cost of the item documented in the library database record.”

3.02 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A1.000 Miscellaneous Fees: Section A1.008 Parks and Recreation: Subsection (a) is hereby amended to read:

“

	Practice (2 hours)		Tournament*	Camp/Clinic/Etc.
	Resident	Nonresident		
Baseball/ softball (per field)	\$40.00	\$50.00	\$350.00 (per day)	\$5.00 per participant, as applicable
Soccer/fo otball (per field)	\$20.00	\$30.00	\$200.00 (per day)	
Tennis court (per court)	\$10.00	\$20.00	\$40.00 (per day)	
* Tournament fee includes 1 field setup, typically for the start of the event				

- (1) Practice. When field layout and markings are not required for the designated activity.
- (2) Tournament. A sporting event made up of a series of games, rounds, or contests between teams.”

3.03 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A1.000 Miscellaneous Fees: Section A1.008 Parks and Recreation: Subsection (b)(5) is hereby amended to read:

“(5) Parks and recreation staff: \$25.00 (hourly, per employee).

(A) After 11:00 p.m., it is mandatory to have one parks representative on site.

(B) At the discretion of the director, more than one parks representative may be required.

3.04 That the Celina Code of Ordinances, Appendix A: Fee Schedule: Article A3.000 Building Related Fees: Section A3.001 Building Permits and Inspections; Contractor Registration is hereby amended to read:

“(a) New residential 1 and 2 family dwellings.

(1) Residential, new construction building permit fee: Current ICC Square Foot Construction Costs Table Fee For Construction Type Times Multiplier (0.0075) Times Square Footage Times 1.00%.

(2) Irrigation fee: \$185.00.

(3) T-pole fee: \$50.00.

(4) Fence fee: \$75.00.

(5) Certificate of occupancy: \$65.00.

(6) Temporary Certificate of Occupancy: \$100.00 per 10 days.

(7) Residential application fee: \$50.00.

(8) Residential plan review fee: \$300.00.

(9) Residential revised plan review fee: \$175.00.

(10) Expired Permits: 50% refund on permit fee prior to work beginning.

(11) Re-Inspection Fee: \$75 per failed inspection after 2nd failed inspections

(12) Re-Instated Permit Fee: 25%(same plan) or 50% (revised) of original fee.\

(13) Park Fee: \$1500 if/when applicable.

(14) Building Activity Fee: \$500 if/when applicable.

(15) Technology Fee: \$500 if/when applicable.

(16) Outdoor Warning Device: if applicable per Development Agreement

(b) Residential remodel/addition/accessory or dwelling structures.

- (1) Building Permit Fee: \$6.00 per \$1,000.00 in value, (\$75.00 minimum).
- (2) Application Fee: \$50.00.
- (3) Plan Review Fee: \$100.00.
- (4) Revised Plan Review: \$100.00.
- (5) Reinspection fee: \$75.00 per failed inspection after second failed inspection.

(c) Residential Miscellaneous Permit Fees.

- (1) After Hours Inspection: \$80 per hour (4 hours minimum charge).
- (2) Application Fee: \$50.00.
- (3) Demolition: \$100.00 + application fee.
- (4) Curb Cut/Driveway/Flatwork: \$100.00 + application fee.
- (5) Fence: \$75.00 + application fee.
- (6) Foundation Repair: \$100.00 + application fee.
- (7) House Moving: \$400.00 + application fee.
- (8) Irrigation: \$185.00 + application fee.
- (9) Irrigation Repair: \$75.00.
- (10) Manufactured Home: \$100.00 + required trade permits + application fee.
- (11) Patio Cover/Deck/Outdoor Kitchen/Garage/Shade Structure: \$6.00 per \$1000 in value (\$75.00 minimum) + required trade permits + application fee + \$75.00 review fee.
- (12) Pool/Spa: \$6.00 per \$1000 in value (\$75.00 minimum) + required trade permits + application fee + \$75.00 review fee.
- (13) Refund Policy: 80% of permit fee prior if no work has commenced.
- (14) Reinspection Fee: \$75.00.
- (15) Retaining Wall: \$100.00 + application fee.
- (16) Roof/Roof Repair: \$100.00 + application fee.
- (17) Simple Grading: \$75.00 per lot + application fee.

- (18) T-Pole: \$50.00.
 - (19) Unauthorized Cover Up: \$100.00.
 - (20) Water Well Drilling: \$100.00 + application fee.
- (d) Residential plumbing/electrical/mechanical trade building permits. \$75.00 each trade.
- (e) New Commercial Building and Multi-Family Dwelling Permit Fees.
- (1) Application Fee: \$150.00
 - (2) Plan Review Fee
 - (A) If project is valued at \$2,000,000.00 or less, 50% of building permit fee; or
 - (B) If project is valued at more than \$2,000,000.00, 25% of building permit fee; or
 - (C) Actual cost if third party review is required.
 - (3) Fourth and Subsequent Plan Review Fee: \$1000 per review.
 - (4) Revised Plan Check Fee: 50% of original plan review fee.
 - (5) Minor Plan Revision: \$500.00.
 - (6) Building Permit Fee: Current ICC square foot construction costs table fee for appropriate construction type: (gross area X square foot construction cost) X .0075.
 - (7) Re-inspection Fee: \$75.00 per failed inspection after second failed inspection.
 - (8) Commercial Mechanical, Electrical, and Plumbing Permit Fees:
 - (A) 1-3,000 square feet: \$75.00.
 - (B) 3,001-10,000 square feet: \$125.00.
 - (C) 10,001-100,000 square feet: \$150.00.
 - (D) over 100,000 square feet: \$175.00.
 - (9) Building Activity Fee: \$500 per wastewater connection.
 - (10) Park Fee: \$1500.00.
 - (11) Certificate of Occupancy: \$100.00.

- (12) Temporary Certificate of Occupancy: \$100.00 for 10 days or less +\$100.00 for every 10 days thereafter.

(f) Commercial and Multi-Family Finish Out and Miscellaneous Fees

- (1) Application Fee: \$150.00
- (2) Plan Review Fee:
 - (A) If project is valued at \$2,000,000.00 or less, 50% of building permit fee; or
 - (B) If project is valued at more than \$2,000,000.00, 25% of building permit fee; or
 - (C) Actual cost if third party review is required.
- (3) Revised Plan Check Fee: 50% of original plan review fee.
- (4) Revised Plan Review Fee: \$175.00.
- (5) Building Permit Fee: \$6.50 per \$1000 in value (\$100.00 minimum).
- (6) Minor Plan Revisions: \$500.00.
- (7) Commercial Mechanical, Electrical, and Plumbing Building Permit Fee: \$5.00 per \$1000 in value (\$75.00 minimum).
- (8) Demolition: \$100.00 + application fee.
- (9) Clean & Show/Meter Release Fee: \$75.00.
- (10) Commercial Pool Fee: \$6.25 per \$1000 valuation (\$100 minimum) + application fee
- (11) Curb Cut/Driveway/Flatwork Fee: \$100.00 + application fee.
- (12) Retaining Wall/Screen Wall/ Fence Fee: \$6.25 per \$1000 valuation (\$100 minimum) + application fee.
- (13) T-Pole: \$50.00.
- (14) Unauthorized Cover-Up: \$100.00.
- (15) Refund Policy: 80% of permit fee prior if no work has commenced.
- (16) Re-inspection Fee: \$75.00.
- (17) After Hours Inspection Fee: \$80 per hour (4 hour minimum).

- (18) Certificate of Occupancy: \$100.00.
- (19) Temporary Certificate of Occupancy: \$100.00 for 30 days or less +\$100.00 for every 30 days thereafter.
- (g) Work without permit: Double permit fee.
- (h) Flammable liquid storage tank (above or below ground). \$250.00.
- (i) Commercial parking lot. \$100.00.
- (j) Miscellaneous building permit (not covered by building permit-minimum). \$100.00.
- (k) Development screening walls/fences. \$5.00 per \$1,000.00 of valuation. \$100.00 minimum.
- (l) Development retaining walls/commercial retaining walls. \$5.00 per \$1,000.00 of valuation. \$100.00 minimum.
- (m) Temporary batch plants. \$150.00.
- (n) Signs/Promotional Event Permit Fees.
 - (1) Promotional Event (no food): \$50.00.
 - (2) Promotional Event (with food): \$100.00.
 - (3) Signs:
 - (A) Application Fee: \$150.00.
 - (B) Wall Sign: \$50.00 + application fee (+\$75.00 Electrical Permit Fee, if applicable).
 - (C) Monument Sign: \$50.00 + application fee (+\$75.00 Electrical Permit Fee, if applicable).
 - (D) Banner Sign: \$50.00 for a two week period (3 permit per lot per year limit).
 - (E) Human Sign: \$100.00 per day per person.
- (o) Contractor registration.
 - (1) General Contractor: \$100.00.
 - (2) Irrigation Contractor: \$100.00.
 - (3) Mechanical Contractor: \$100.00.

- (4) Sign/Electrical Sign Contractor: \$100.00.
- (p) Certified energy code inspection. \$100.00 per inspection or through third-party inspection, if applicable.
- (q) Utility installation inspection. \$75.00.”

3.05 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A3.000 Building Related Fees: Section A3.005 Development Inspection Fee is hereby amended to read:

- “(a) Application Fee; \$150.00.
- (b) Private Plan Review Fee:
 - (A) If project is valued at \$2,000,000.00 or less, 50% of building permit fee; or
 - (B) If project is valued at more than \$2,000,000.00, 25% of building permit fee; or
 - (C) Actual cost if third party review is required.
- (c) Public and Other Subdivision Plan Review:
 - (1) 0-100 Lots: \$85.00 per lot.
 - (2) 101-200 Lots: \$75.00 per lot.
 - (3) 201-300 Lots: \$65.00 per lot.
 - (4) 301 or more Lots: \$55.00 per lot.
- (d) Fourth and Subsequent Plan Review Fee: \$1000 per review.
- (e) Landscape and Hardscape Plan Review: \$300.00.
- (f) Revised Plan Check Fee: 50% of original plan review fee.
- (g) Civil Permit Fee – Private: \$6.50 per \$1000.00 in value (\$100.00 minimum).
- (h) Civil Permit Fee – Public: 3% of paving/site utility valuation.
- (i) A development inspection fee shall be charged for the inspection of all improvements dedicated to the city. These improvements include, but are not limited to, streets, parking lots, drainage, water lines, sewer lines and recreational yard facilities. The fee for these inspections will be calculated at 3% of the total cost of improvements as determined by the city manager. The basis for calculation will be the figures in the current means catalog of actual pricing. Testing laboratory fees are in addition to these fees, however, copies of all tests will be provided to the city. ”

3.06 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A3.000 Building Related Fees: Section A3.006 Fire Inspection Fees: Subsection (b) is hereby amended to read:

“(b) Fire Sprinkler Inspection Fees:

(1) Commercial & Multi-Family

(A) 1 to 150 devices: \$150.00.

(B) Over 150 devices: \$300.00.

(C) Additional floors (over one): \$50.00 each.

(D) Foam used in systems: \$50.00.

(E) Fire pump(s) installed: \$300.00.

(2) Single Family (non-foam): \$150.00.

(3) Single Family (with foam): \$200.00.”

3.07 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A3.000 Building Related Fees: Section A3.006 Miscellaneous Fire Fees: Subsection (e) is hereby amended to read:

“(e) Miscellaneous Fire Fees

(1) After-hours inspection: \$80.00 per hour (4 hour minimum).

(2) Kitchen hood system inspection: \$150.00 per hood system.

(3) Aboveground/underground storage tanks: \$150.00 per tank.

(4) Fire watch: \$50.00 per hour (4 hour minimum).

(5) Open burn permit: \$100.00 per burn.

(6) Paint spray room/booth: \$150.00 per booth/room.

(7) Above ground hazardous material permit fee:

Range No.	Liquids (gallons)	Gases (cubic feet @ ntp)	Solids (pounds)	Fee

0	up to 0.2 fl. oz.	up to 99 cu. ft.	up to 0.34 oz.	\$0.00
1	0.3 fl. oz. up to 54 gal.	100 up to 199 cu. ft.	0.35 oz. up to 249 lbs.	\$90.00
2	55 up to 549 gal.	200 up to 1,999 cu. ft.	250 up to 2,499 lbs.	\$180.00
3	550 up to 2,749 gal.	2,000 up to 9,999 cu. ft.	2,500 up to 124,999 lbs.	\$270.00
4	2,750 up to 4,999 gal.	10,000 up to 19,999 cu. ft.	125,000 up to 249,999 lbs.	\$360.00
5	5,000 gal. and over	20,000 cu. ft. and over	250,000 lbs. and over	\$450.00

(8) Crowd managers: \$50.00 per hour (2-hour minimum).

(9) Stand Pipe System: \$150.00.

(10) Underground Fire Main: \$150.00.

(11) Remote FDC: \$150.00 each.

(12) Access Control System: \$150.00.

(13) Gate Access Control: \$150.00 per gate.

(14) Fireworks: \$250.00.

(15) FM 200 System: \$150.00.

(16) Fire Lane Modification/Alteration: \$150.00.

(17) LPG or Compressed Gases: \$150.00.

(18) Any Failed Inspection – Red Tag Fee: \$250.00.

(19) Fire Lane Traffic Control Device \$150.00.

(20) Temporary Tent or Canopy Structure: \$150.00.

(21) Battery Systems: \$150.00.”

3.08 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A3.000 Building Related Fees: Section A3.009 Earthwork Permit Fees: Subsection (a) is hereby amended to read:

“(a)Permit Fees

- (1) Application Fee: \$150.00.
- (2) 0-5 acres: \$100.00 + application fee.
- (3) 5.01-10 acres: \$\$200.00 + application fee.
- (4) 10.01 or more acres: \$500.00 + application fee.”

3.09 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A4.000 Business Related Fees: Section A4.002 Peddlers and Solicitors is hereby amended to read:

“Itenerant Vendor, Merchant, or Peddler Fee: \$100.00 per year.”

3.10 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A4.000 Business Related Fees: Section A4.003 Health Permits: Subsection (a) is hereby amended to read:

“(a) All establishments required to be inspected by state law or city ordinance shall pay to the city the fees as set forth below:

<u>Type of Business</u>	<u>Annual Permit Fee/Renewal</u>
Food Service Establishment	\$350.00
Food Service – Limited Purpose/Private	\$100.00
Food Service – Non-Profit/Public School	\$0.00
Food Truck	\$250.00
Grocery Store – Major	\$600.00
Grocer Store – Minor	\$250.00
Late Annual Renewal Fee	\$100.00
Re-Inspection Fee	\$100.00

Seasonal Food Establishment	\$150.00
Temporary Food/Event Vendor	\$50.00
Alcohol	Half the state fee regulated by TABC”

3.11 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A4.000 Business Related Fees: Section A4.006: Liquid Waste Transporter Permit Fee: Subsection (a) is hereby amended to read:

“(a) Liquid waste transporter permit fee: \$50.00 per vehicle, annually.”

3.12 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A4.000 Business Related Fees: Section A4.007 Miscellaneous Annual Fees is hereby created, and shall read:

“(a) Public or Semi-Private Pool: \$200.00 per year.

(b) Multi Family Rental Permit: \$150.00 per site per year + \$20 per unit per year.”

3.13 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A5.000 Utility Rates and Charges: Section A5.004 Garbage Collection is hereby amended to read:

“(a) Trash: \$10.59.

(b) Recycling: \$2.84.

(c) Extra cart: \$5.57.”

3.14 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A5.000 Utility Rates and Charges: Section A5.005 Tamper Fee: Subsection (h) is hereby amended to read:

“(h) Tamper Fee: \$500.00.”

3.15 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A6.000 Subdivision, Zoning and Land Usage Fees: Section A6.001 Zoning Application Fees is hereby amended to read:

“Planned Development Application Fee: \$750.00”

3.16 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A6.000 Subdivision, Zoning and Land Usage Fees: Section A6.003 Plat Fees is hereby amended to read:

“The following fees shall be paid at the time of submission of plats to the city in accordance with the subdivision ordinance:

(a) Site Plan Review: \$500.00.

- (b) Minor, Amending, or Conveyance Plats: \$300.00.
- (c) Preliminary, Replat, or Final Plat: \$400.00
- (d) Plat Filing Fee: \$150.00.”

3.17 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A6.000 Subdivision, Zoning and Land Usage Fees: Section A6.005 Annexation Fees is hereby amended to read:

“Annexation Fee: \$750.00.”

3.18 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A6.000 Subdivision, Zoning and Land Usage Fees: Section A6.007 Floodplain Development Permit Fee is hereby amended to read:

“There shall be a fee charged for all permits issued under article 3.05, “Floodplain Regulations,” of this code. The fees shall be:

- (a) Application Fee: \$150.00.
- (b) 0-3 acres: \$300.00 + application fee.
- (c) 3.01 acres to 20 acres: \$500.00 + application fee.
- (d) 20.01 acres or more: \$1000.00 + application fee.
- (e) Franchise and Utility Companies shall not be charged an engineering fee under this section.
- (f) Non-Franchise Fee: \$75.00 + application fee.”

3.19 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A6.000 Subdivision, Zoning and Land Usage Fees: Section A6.009 Zoning Verification Letter is hereby amended to read:

“A \$100.00 fee shall be required at the time of request for each zoning verification letter.”

3.20 That the City of Celina Code of Ordinances, Appendix A: Fee Schedule: Article A6.000 Subdivision, Zoning and Land Usage Fees: Section A6.023 Miscellaneous Zoning Fees is hereby created and shall read:

- “(a) Special Use Permit Application Fee: \$500.00.
- (b) Zoning Signage Fee: 300.00.”

3.21 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4

CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5

SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting utility rates and fees which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6

SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in 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 decisions or enactment.

SECTION 7

PENALTY

If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Five Hundred Dollars (\$500) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

SECTION 8
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of May, 2019.

Sean Terry, Mayor
City of Celina, Texas

Attachment: Ordinance (Master Fee Chart)

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, City Attorney
City of Celina, Texas

Attachment: Ordinance (Master Fee Chart)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: May 14, 2019
 Re: Resolution Accepting Mustang Lakes PID Petition

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting a petition to create the Mustang Lakes (Annex) Public Improvement District and calling for a public hearing. (DeBuff)

Background Information:

This item accepts a petition to create the Mustang Lakes (Annex) Public Improvement District (PID), and calls for a public hearing.

Chapter 372 of the Texas Local Government Code states that a Petition to create a PID is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following:

- more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or
- more than fifty percent (50%) of all record owners of property liable for assessment.

Board Review/Citizen Input:

This resolution calls for a public hearing on June 11th, 2019 at the next regularly scheduled City Council meeting.

Alternatives:

N/A

Financial Considerations:

This item does not affect the City's budget. However, estimated costs for authorized improvements funded by the PID are \$66,000,000.

Legal Review:

This resolution has been reviewed by the City Attorney.

Supporting Documents:

- Proposed resolution
- PID Creation Petition

- Original Development Agreement with Mustang Lakes

Staff Recommendation:

Staff recommends approval.

PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN
THE CITY OF CELINA, TEXAS,
FOR THE MUSTANG LAKES (ANNEX) DEVELOPMENT

This petition (the "Petition") is submitted and filed with the City Secretary of the City of Celina, Texas (the "City"), by Celina 557 Partners, L.P., a Texas limited partnership (the "Owner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting that the City create a public improvement district (the "District") to include property owned by the Owner and located within the corporate limits of the City (the "Property"), more particularly described in Exhibit A and depicted in Exhibit B. In support of this Petition, the Owner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (i) roadway improvements; storm drainage improvements; water and wastewater system improvements; right-of-way acquisitions related to such improvements; parks, open space and landscaping improvements; and, other similar improvement projects; (ii) payment of expenses incurred in the establishment, administration and operation of the District; and, (iii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements is \$66,000,000.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy an assessment on each lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Section 5. Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

Section 6. Management of the District. The Owner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. Owner Requests Establishment of the District. The person signing this Petition requests the establishment of the District.

Section 8. Advisory Board. The Owner proposes that the District be established and managed without the creation of an advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this the 9 day of April, 2019.

CELINA 557 PARTNERS, L.P.,
a Texas limited partnership

By: Celina 557 GP Partners, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
a Texas corporation,
its Manager

By: 
James J. Melino, President

Exhibit A
Metes and Bounds Description of the Property

LEGAL DESCRIPTION
OVERALL TRACT 556.836 AC

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, being all of those tracts of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deeds recorded in Document Number 2005-0176477 and 2005-0176476, Official Public Records, Collin County, Texas, and being all of those tracts of land conveyed to Collin County Two Trees Investments, LP, according to deeds recorded in Document Numbers 20090603000680790 (Tract 4), 20110929001040010 (Tract III) and 20090603000680810 (Parcels I and II), Official Public Records, Collin County, Texas:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northeast corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas, and being in the center line of County Road 88 (Choate Road);

THENCE N 89° 45' 07" E, with the north line of said Tract 4 of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 868.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Tract III, Collin County Two Trees Investments, LP tract;

THENCE N 89° 41' 25" E, with the north line of said Tract III of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 658.13 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract III of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel II of Collin County Two Trees Investments, LP tract;

THENCE N 89° 30' 23" E, with the north line of said Parcel II of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, passing the northeast corner of said Parcel II of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel I of Collin County Two Trees Investments, LP tract, at a distance of 351.59 feet, continuing a total distance of 691.06 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southwest corner of that of land conveyed to G&N Estates, LLC, according to deed recorded in Document Number 20070315000355600, Official Public Records, Collin County, Texas;

THENCE N 88° 59' 17" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 663.23 feet to a 5/8 inch iron rod found in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southeast corner of said G&N Estates, LLC tract, also being the southwest corner of that tract of land conveyed to Robert D. Newell and Charlotte K. Newell, according to the deed recorded in Document Number 20120615000717260, Official Public Records, Collin County, Texas;

THENCE N 89° 12' 54" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the most northern line of that tract of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deed recorded in Document Number 2005-0176477, Official Public Records, Collin County, Texas, and the center line of said County Road 88, a distance of 1,177.40 feet to a 1/2 inch iron rod found for an angle point in the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northwest corner of that tract of land conveyed to Metallic Land Company, LLC, according to deed recorded in Document Number 20150304000239620, Official Public Records, Collin County, Texas, also being in the south line of that tract of land conveyed to Vijay Prathani and wife, Pavani Chillarige, according to deed recorded in Document Number 20160908001195410, Official Public Records, Collin County, Texas;

THENCE S 73° 41' 33" E, with the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south line of said Metallic Land Company, LLC tract, and the center line of said County Road 88, a distance of 398.67 feet to a 1/2 inch iron rod found for the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south corner of said Metallic Land Company, LLC tract, also being in the west line of Farm-To-Market Road 2478;

THENCE with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being west line of said Farm-To-Market Road 2478, the following courses and distances:

S 09° 48' 59" E, a distance of 570.67 feet to a wooden monument with nail in the top found for the beginning of a non-tangent curve to the right having a central angle of 05° 44' 05", a radius of 5,679.58 feet and a chord bearing and distance of S 07° 01' 46" E, 568.23 feet;

With said non-tangent curve to the right, an arc distance of 568.47 feet to a wooden monument found;

S 04° 06' 50" E, a distance of 2,257.45 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9);

THENCE S 04° 14' 30" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being west line of said Farm-To-Market Road 2478, a distance of 49.85 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northeast corner of that tract of land conveyed to the City of McKinney, according to deed recorded in Document Number 20111026001149950, Official Public Records, Collin County, Texas;

THENCE with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the north lines of said City of McKinney tract, the remainder of that tract of land conveyed to Celina 682 Partners, L.P., according to deed recorded in Document Number 20060419000517060, Official Public Records, Collin County, Texas, the Amended Plat Mustang Lakes Phase One, and addition to the City of McKinney, Texas, according to the plat thereof recorded Cabinet 2017, Page 74, Official Public Records, Collin County, Texas and Mustang Lakes Phase 2A, and addition to the City of McKinney, according to the plat thereof recorded in Cabinet 2017, Page 816, Official Public Records, Collin County, Texas, the following courses and distances:

S 89° 42' 42" W, a distance of 620.02 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

N 89° 56' 24" W, a distance of 311.73 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 51' 51" W, a distance of 816.05 feet to a 1/2 inch iron rod found for corner;

S 89° 47' 20" W, a distance of 305.39 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 49' 55" W, a distance of 465.82 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 48' 09" W, a distance of 2,167.88 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northwest corner of said Mustang Lakes Phase 2A, also being in the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8);

THENCE S 00° 13' 49" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being west line of said Mustang Lakes Phase 2A, a distance of 1,721.82 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of said remainder of said Celina 682 Partners, L.P. tract;

THENCE S 89° 39' 02" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being a north line of said Celina 682 Partners, L.P. tract, a distance of 1,986.38 feet to a 1 inch pipe found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of Wilson Creek Estates 2, and addition to the City of McKinney, Texas, according to the plat thereof recorded in Document Number 98-0015033, Official Public Records, Collin County, Texas;

THENCE N 00° 18' 19" W, with a west line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the most northern east line of said Wilson Creek Estates 2, a distance of 213.89 feet to a 1/2 inch iron pipe found for an interior ell corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northeast corner of said Wilson Creek Estates 2;

THENCE S 89° 40' 43" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the most northern line of said Wilson Creek Estates 2, a distance of 1,120.91 feet to a 1 inch iron pipe found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northwest corner of said Wilson Creek Estates 2, also being in the east line of that tract of land conveyed to Donald L. Vest and wife, Julie Ann Vest, according to deed recorded in Volume 1344, Page 66, Deed Records, Collin County, Texas;

THENCE N 00° 19' 48" W, with the west line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the east line of said Donald L. Vest and wife, Julie Ann Vest tract and the east line of that tract of land conveyed to Celina Ownsby Coit, LLC, according to deed recorded in Document Number 20180816001026240, Official Public Records, Collin County, Texas, a distance of 2,456.94 feet to a 1/2 inch iron pipe found for the northwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northeast corner of said Celina Ownsby Coit, LLC tract, also being in the south line of that tract of land conveyed to Celina Titus, LLC, according to deed recorded in Document Number 20160401000388930, Official Public Records, Collin County, Texas;

THENCE N 89° 40' 51" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Celina Titus, LLC tract, a distance of 1,507.21 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said Celina Titus, LLC tract, same being the southwest corner of that tract of land conveyed to City Global Investments, LLC, according to deed recorded in Document Number 20151130001493760, Official Public Records, Collin County, Texas;

THENCE N 89° 36' 59" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said City Global Investments, LLC tract, a distance of 680.76 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said City Global Investments, LLC tract, same being the southwest corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas;

THENCE N 89° 46' 39" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 869.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, same being the southwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract;

THENCE N 00° 36' 33" W, with the west line of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the east line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 2,566.39 to the **POINT OF BEGINNING** and containing 556.836 acres of land, more or less.

[illegible]

**CITY OF CELINA, TEXAS
RESOLUTION NO. __**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA,
TEXAS, ACCEPTING A PETITION TO CREATE THE MUSTANG LAKES
(ANNEX) PUBLIC IMPROVEMENT DISTRICT AND CALLING FOR A
PUBLIC HEARING.**

WHEREAS, Chapter 372 of the Texas Local Government Code (the “*Act*”) authorizes the creation of public improvement districts; and

WHEREAS, on April 9, 2019, the owners of real property delivered to the City of Celina, Texas (the “*City*”) a petition (the “*Petition*”, which is attached as **Exhibit A** and incorporated herein for all purposes) meeting the requirements of the Act and indicating: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the District have executed the Petition requesting that the City Council create the Mustang Lakes (Annex) Public Improvement District (the “*District*”); and

WHEREAS, the Act states that the Petition is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, the Act further requires that prior to the adoption of the resolution creating the District, the City Council must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. City staff reviewed the Petition and determined that same complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

Section 3. The City Council calls a public hearing to be scheduled at or after 5:00 p.m. on June 11, 2019 to be held at 205 S. Colorado Street, Celina, Texas on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

Section 4. The City Council hereby authorizes and directs the City Secretary, on or before May 25, 2019, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and, (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls.

[Remainder of page left blank intentionally.]

PASSED AND APPROVED THIS THE 14TH DAY OF MAY, 2019.

CITY OF CELINA, TEXAS

SEAN TERRY, MAYOR

ATTEST:

VICKI FAULKNER, CITY SECRETARY

EXHIBIT A PETITION FOR CREATION

PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN
THE CITY OF CELINA, TEXAS,
FOR THE MUSTANG LAKES (ANNEX) DEVELOPMENT

This petition (the "Petition") is submitted and filed with the City Secretary of the City of Celina, Texas (the "City"), by Celina 557 Partners, L.P., a Texas limited partnership (the "Owner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting that the City create a public improvement district (the "District") to include property owned by the Owner and located within the corporate limits of the City (the "Property"), more particularly described in Exhibit A and depicted in Exhibit B. In support of this Petition, the Owner would present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (i) roadway improvements; storm drainage improvements; water and wastewater system improvements; right-of-way acquisitions related to such improvements; parks, open space and landscaping improvements; and, other similar improvement projects; (ii) payment of expenses incurred in the establishment, administration and operation of the District; and, (iii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements is \$66,000,000.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy an assessment on each lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Section 5. Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

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Section 6. Management of the District. The Owner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. Owner Requests Establishment of the District. The person signing this Petition requests the establishment of the District.

Section 8. Advisory Board. The Owner proposes that the District be established and managed without the creation of an advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

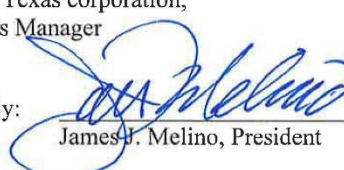
This Petition is hereby filed with the City Secretary of the City in support of the creation of the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this the 9 day of April, 2019.

CELINA 557 PARTNERS, L.P.,
a Texas limited partnership

By: Celina 557 GP Partners, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
a Texas corporation,
its Manager

By: 
James J. Melino, President

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Exhibit A
Metes and Bounds Description of the Property

LEGAL DESCRIPTION
OVERALL TRACT 556.836 AC

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, being all of those tracts of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deeds recorded in Document Number 2005-0176477 and 2005-0176476, Official Public Records, Collin County, Texas, and being all of those tracts of land conveyed to Collin County Two Trees Investments, LP, according to deeds recorded in Document Numbers 20090603000680790 (Tract 4), 20110929001040010 (Tract III) and 20090603000680810 (Parcels I and II), Official Public Records, Collin County, Texas;

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northeast corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas, and being in the center line of County Road 88 (Choate Road);

THENCE N 89° 45' 07" E, with the north line of said Tract 4 of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 868.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Tract III, Collin County Two Trees Investments, LP tract;

THENCE N 89° 41' 25" E, with the north line of said Tract III of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 658.13 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract III of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel II of Collin County Two Trees Investments, LP tract;

THENCE N 89° 30' 23" E, with the north line of said Parcel II of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, passing the northeast corner of said Parcel II of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel I of Collin County Two Trees Investments, LP tract, at a distance of 351.59 feet, continuing a total distance of 691.06 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southwest corner of that of land conveyed to G&N Estates, LLC, according to deed recorded in Document Number 20070315000355600, Official Public Records, Collin County, Texas;

THENCE N 88° 59' 17" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 663.23 feet to a 5/8 inch iron rod found in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southeast corner of said G&N Estates, LLC tract, also being the southwest corner of that tract of land conveyed to Robert D. Newell and Charlotte K. Newell, according to the deed recorded in Document Number 20120615000717260, Official Public Records, Collin County, Texas;

THENCE N 89° 12' 54" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the most northern line of that tract of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deed recorded in Document Number 2005-0176477, Official Public Records, Collin County, Texas, and the center line of said County Road 88, a distance of 1,177.40 feet to a 1/2 inch iron rod found for an angle point in the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northwest corner of that tract of land conveyed to Metallic Land Company, LLC, according to deed recorded in Document Number 20150304000239620, Official Public Records, Collin County, Texas, also being in the south line of that tract of land conveyed to Vijay Prathani and wife, Pavani Chillarige, according to deed recorded in Document Number 20160908001195410, Official Public Records, Collin County, Texas;

Exhibit A to Mustang Lakes (Annex) PID Petition – Page 1

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THENCE S 73° 41' 33" E, with the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south line of said Metallic Land Company, LLC tract, and the center line of said County Road 88, a distance of 398.67 feet to a 1/2 inch iron rod found for the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south corner of said Metallic Land Company, LLC tract, also being in the west line of Farm-To-Market Road 2478;

THENCE with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being west line of said Farm-To-Market Road 2478, the following courses and distances:

S 09° 48' 59" E, a distance of 570.67 feet to a wooden monument with nail in the top found for the beginning of a non-tangent curve to the right having a central angle of 05° 44' 05", a radius of 5,679.58 feet and a chord bearing and distance of S 07° 01' 46" E, 568.23 feet;

With said non-tangent curve to the right, an arc distance of 568.47 feet to a wooden monument found;

S 04° 06' 50" E, a distance of 2,257.45 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9);

THENCE S 04° 14' 30" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being west line of said Farm-To-Market Road 2478, a distance of 49.85 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northeast corner of that tract of land conveyed to the City of McKinney, according to deed recorded in Document Number 20111026001149950, Official Public Records, Collin County, Texas;

THENCE with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the north lines of said City of McKinney tract, the remainder of that tract of land conveyed to Celina 682 Partners, L.P., according to deed recorded in Document Number 20060419000517060, Official Public Records, Collin County, Texas, the Amended Plat Mustang Lakes Phase One, and addition to the City of McKinney, Texas, according to the plat thereof recorded Cabinet 2017, Page 74, Official Public Records, Collin County, Texas and Mustang Lakes Phase 2A, and addition to the City of McKinney, according to the plat thereof recorded in Cabinet 2017, Page 816, Official Public Records, Collin County, Texas, the following courses and distances:

S 89° 42' 42" W, a distance of 620.02 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

N 89° 56' 24" W, a distance of 311.73 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 51' 51" W, a distance of 816.05 feet to a 1/2 inch iron rod found for corner;

S 89° 47' 20" W, a distance of 305.39 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 49' 55" W, a distance of 465.82 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 48' 09" W, a distance of 2,167.88 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northwest corner of said Mustang Lakes Phase 2A, also being in the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8);

THENCE S 00° 13' 49" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being west line of said Mustang Lakes Phase 2A, a distance of 1,721.82 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of said remainder of said Celina 682 Partners, L.P. tract;

Exhibit A to Mustang Lakes (Annex) PID Petition – Page 2

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THENCE S 73° 41' 33" E, with the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south line of said Metallic Land Company, LLC tract, and the center line of said County Road 88, a distance of 398.67 feet to a 1/2 inch iron rod found for the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south corner of said Metallic Land Company, LLC tract, also being in the west line of Farm-To-Market Road 2478;

THENCE with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being west line of said Farm-To-Market Road 2478, the following courses and distances:

S 09° 48' 59" E, a distance of 570.67 feet to a wooden monument with nail in the top found for the beginning of a non-tangent curve to the right having a central angle of 05° 44' 05", a radius of 5,679.58 feet and a chord bearing and distance of S 07° 01' 46" E, 568.23 feet;

With said non-tangent curve to the right, an arc distance of 568.47 feet to a wooden monument found;

S 04° 06' 50" E, a distance of 2,257.45 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9);

THENCE S 04° 14' 30" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being west line of said Farm-To-Market Road 2478, a distance of 49.85 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northeast corner of that tract of land conveyed to the City of McKinney, according to deed recorded in Document Number 20111026001149950, Official Public Records, Collin County, Texas;

THENCE with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the north lines of said City of McKinney tract, the remainder of that tract of land conveyed to Celina 682 Partners, L.P., according to deed recorded in Document Number 20060419000517060, Official Public Records, Collin County, Texas, the Amended Plat Mustang Lakes Phase One, and addition to the City of McKinney, Texas, according to the plat thereof recorded Cabinet 2017, Page 74, Official Public Records, Collin County, Texas and Mustang Lakes Phase 2A, and addition to the City of McKinney, according to the plat thereof recorded in Cabinet 2017, Page 816, Official Public Records, Collin County, Texas, the following courses and distances:

S 89° 42' 42" W, a distance of 620.02 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

N 89° 56' 24" W, a distance of 311.73 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 51' 51" W, a distance of 816.05 feet to a 1/2 inch iron rod found for corner;

S 89° 47' 20" W, a distance of 305.39 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 49' 55" W, a distance of 465.82 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 48' 09" W, a distance of 2,167.88 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northwest corner of said Mustang Lakes Phase 2A, also being in the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8);

THENCE S 00° 13' 49" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being west line of said Mustang Lakes Phase 2A, a distance of 1,721.82 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of said remainder of said Celina 682 Partners, L.P. tract;

Exhibit A to Mustang Lakes (Annex) PID Petition – Page 2

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Exhibit B
Depiction of the Property

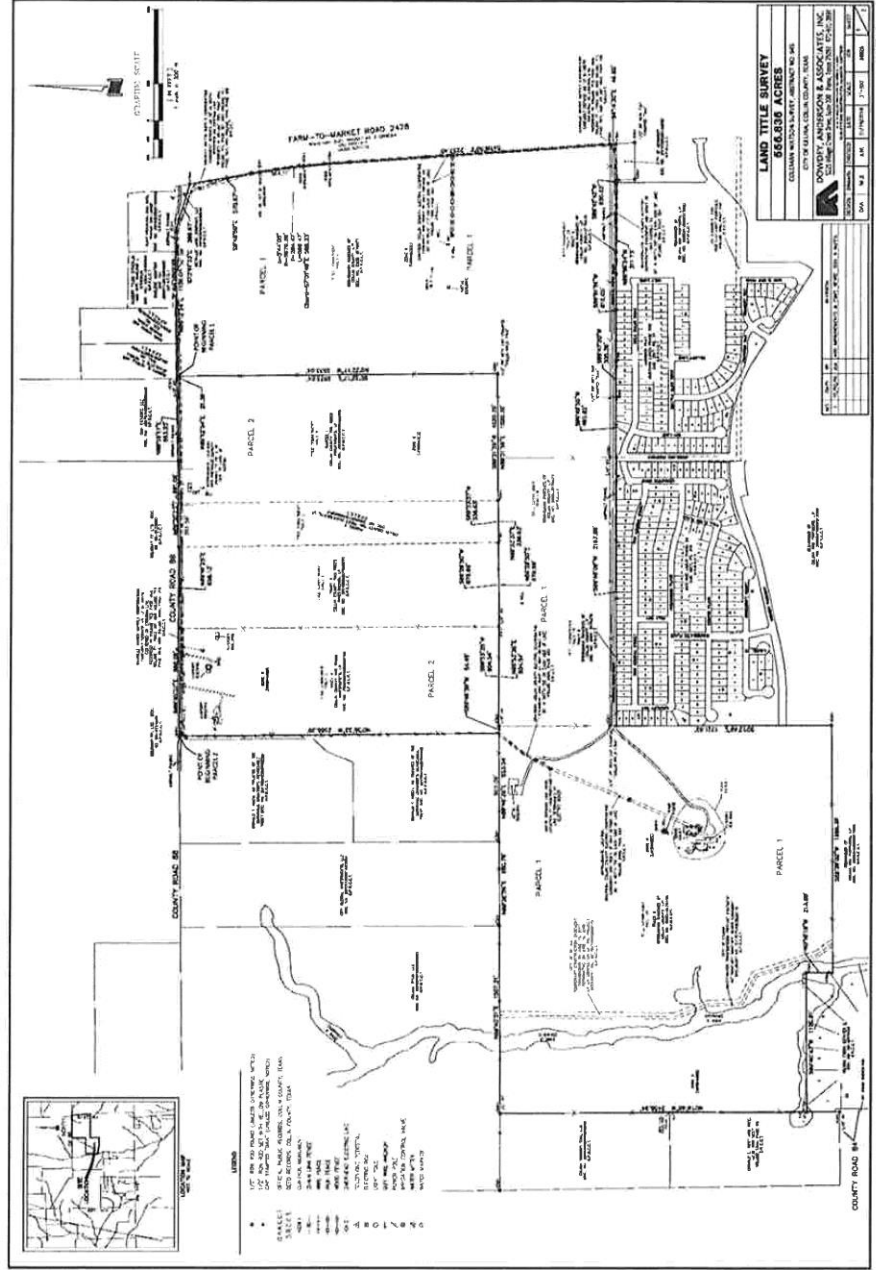


Exhibit B to Mustang Lakes (Annex) PID Petition – Page 1

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EXHIBIT B

CITY OF CELINA, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Celina, Texas (“Celina”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by CELINA 557 PARTNERS, L.P., a Texas limited partnership (the “Owner”), requesting that Celina create the Mustang Lakes (Annex) Public Improvement District (the “District”) to include property owned by the Owner.

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m. on June 11, 2019 at 205 S. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the “Act”), that are necessary for the development of the property within the District, which public improvements may include, but not be limited to: (i) roadway improvements; storm drainage improvements; water and wastewater system improvements; right-of-way acquisitions related to such improvements; parks, open space and landscaping improvements; and other similar improvement projects; (ii) payment of expenses incurred in the establishment, administration and operation of the District; and, (iii) payment of expenses associated with financing such public improvement projects, which may include, but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, including eligible costs related to the establishment, administration and operation of the District and expenses associated with financing Authorized Improvements, is \$66,000,000.

Proposed District Boundaries. The District is proposed to include approximately 556.836 acres of land generally located in the area encompassed directly south of Choate Parkway, north of FM 1461, east of Coit Road, and west of FM 2478 and as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection during regular business hours.

Proposed Method of Assessment. Celina shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and Celina. Celina will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District property and possible tax increment reinvestment zone revenue. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to it as developer of the District.



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7.H.c

MUSTANG LAKES BRINKMANN ADDITION DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Celina 557 Partners, L.P., a Texas limited partnership (the "Owner"), and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

ARTICLE I RECITALS

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, the Owner owns an approximate 556.836 acre tract of land (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and described by metes and bounds on Exhibit A and depicted on Exhibit B; and

WHEREAS, the Owner intends to develop the Property as a master planned residential development, consisting of approximately 1,750 single-family homes, and including some commercial uses; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed (the "Development") in accordance with the agreed concept plan (the "Concept Plan"), attached hereto as Exhibit C, and the development standards set forth in those certain proposed development zoning standards (the "Development Standards"), attached hereto as Exhibit D; and

WHEREAS, the Owner intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property; and

WHEREAS, in consideration of the Owner's agreements contained herein to develop the Property as envisioned by the Parties, and to provide economic incentives for the development of the Property, the City has agreed to set the capital recovery fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the Parties have agreed upon a fixed payment for Park Fees, which includes recreation and open space, to be collected upon the issuance of a residential unit's building permit, not to exceed \$1,500.00 per residential dwelling unit, in lieu of any dedications of land; and

WHEREAS, the Parties have agreed upon a fixed payment for Technology Fees to be collected upon the issuance of a residential unit's building permit, not to exceed \$500.00 per residential dwelling unit, in lieu of any infrastructure construction or installation requirements; and

WHEREAS, in exchange for being exempt from the City's outdoor warning device fee required by City ordinance, the Parties have agreed upon a fixed payment for Outdoor Warning Device Fees to be collected contemporaneously with the funding of the Initial Issuance, not to exceed \$40,000.00 in total; and

WHEREAS, the City holds or will hold the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, the Development may require certain perimeter, off-site and thoroughfare road improvements (collectively, the "Perimeter Road Improvements") which shall be limited to (a) a 29 foot pavement section of Wells Road from Ownsby Parkway to CR 84 as shown on the Concept Plan, (b) the southernmost two lanes of Choate Parkway (to be a six lane future roadway with a total of 120' of right of way) adjacent to and within the Property and east of Roseland Parkway, and (c) those improvements necessary for turning movements into and out of the Property along FM 2478 (Custer Road); and

WHEREAS, the Development will require certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Perimeter Road Improvements, the "Public Infrastructure"); and

WHEREAS, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow for the Owner's intended Development in a cost-effective and market-competitive manner without participation by the City; and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues;

WHEREAS, the Parties have determined that the Development will increase the quality of housing within the City; and

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"); and

WHEREAS, following receipt of a petition requesting a public improvement district from the Owner, the City will hold a public hearing and create a Public Improvement District consisting of the Property (the "PID") for the purpose of financing Public Infrastructure that confer a special benefit on the Property; and

WHEREAS, the City supports the Development and will consider plats of all or a portion of the Property in general accordance with the Concept Plan, applicable City Regulations and this Agreement; and

WHEREAS, the City and the Owner agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, as the Property is within the City's extraterritorial jurisdiction, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II **GENERAL TERMS AND DEFINITIONS**

2.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

2.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Assignee is defined in Section 9.1.

Bank Qualified Debt Fee is defined in Section 7.3(a).

Capital Recovery Fees is defined in Section 4.1.

CCNs mean certificates of convenience and necessity.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits and/or ETJ, and as are applicable to the Development.

Concept Plan means the concept plan as shown in Exhibit C.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on Exhibit D.

Eminent Domain Fees is defined in Section 2.3.

End-Buyer is defined in Section 10.1.

Initial Issuance is defined in Section 7.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the introductory paragraph.

Park Fees means the fees paid in lieu of a donation of property to be used as a park, as more specifically defined in Section 4.1.

Parties means the Owner and the City.

Party means the Owner or the City.

Perimeter Road Improvements is defined in the Recitals.

Petition Property is defined in Section 6.1.

PID means the Public Improvement District consisting of the Property.

PID Act means Chapter 372 of the Texas Local Government Code, as amended.

PID Bond Fee is defined in Section 7.2.

PID Bonds is defined in Section 7.2.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

Property means the real property described by metes and bounds on Exhibit A and depicted on Exhibit B.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Perimeter Road Improvements.

School Site is defined in Section 7.1(h).

ARTICLE II **PUBLIC INFRASTRUCTURE**

2.1 Public Infrastructure. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by Owner in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City. The City agrees that no perimeter roadway improvements are required to be escrowed, constructed or improved by Owner as part of the development of the Property, other than the Perimeter Road Improvements, each of which shall be constructed or improved only as the adjacent development within the Property occurs; provided, however, with respect to the Choate Parkway Perimeter Road Improvements, such improvements shall be constructed in connection with the development of any portion of Neighborhoods II or VIII as shown on the Concept Plan. Notwithstanding the foregoing to the contrary, Owner will utilize good faith, commercially reasonable efforts to construct, or escrow funds with the City, for its required two lanes of Choate Parkway if the City receives matching funds from another source to build four lanes of Choate Parkway. Punk Carter Parkway will extend to, but not across or within, the Property and Owner has no responsibility for the construction or improvement thereof, or any escrow of funds pertaining to same.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(c) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Owner pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Owner, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Owner or the Owner's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Owner related to the Property shall meet the requirements of the City Regulations.

2.3 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and rights-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Unless otherwise set forth in this Agreement to the contrary, including, without limitation, Section 7.2(a) below, the Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow

funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. Except as expressly provided to the contrary in this Agreement regarding Wells Road, no offsite easements or rights-of-way are currently contemplated or required in connection with the Development.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be governed by the City Regulations.

2.5 On-Site Rights-of-Way and Easements. Owner will transfer to the City any on-site rights-of-way and on-site easements necessary for roadway or water/sewer line improvements at the time of adjacent development, or at the time the City requests same for a CIP project, along FM 2478 (Custer Road), Choate Parkway, Roseland Parkway, Ownsby Parkway or Wells Road so long as the request conforms with the City approved Concept Plan and Development Standards, and does not impair development of the lots as contemplated by the City approved preliminary plat for the Development.

ARTICLE III **DEVELOPMENT REGULATIONS**

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations, except to the extent that this Agreement, the Concept Plan or the Development Standards may vary from those terms, the terms of this Agreement, the Concept Plan and the Development Standards shall control in that order. To the extent the Concept Plan varies from the City's Thoroughfare Plan, the Concept Plan shall control.

(b) The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix and general layout of the project. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any

amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature.

3.2 Development Standard Revisions. The City Manager of the City may administratively approve the following "minor revisions" to the Development Standards: (a) an increase in the height of any structure by five percent (5%) or less; (b) a setback reduction of ten percent (10%) or less; (c) an increase in lot coverage of five percent (5%) or less; and (d) a reduction in off-street parking of five percent (5%) or less. The City Council may permit exceptions to strict compliance with the Development Standards when the Owner demonstrates, to the reasonable satisfaction of the City Council, that the requested exception: (a) is not contrary to the public interest; (b) does not cause injury to adjacent property; and (c) does not materially adversely affect the quality of the development.

3.3 Re-plat. The Owner may submit a re-plat for all or any portion of the Property. Any re-plat shall be in general conformance with the Concept Plan, including any amendments.

3.4 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code.

ARTICLE IV **DEVELOPMENT PROCESS AND CHARGES**

4.1 Capital Recovery Fees. Except as specifically described below, the Owner shall be subject to those fees and charges due and payable to the City in connection with the development of the Property that are charged uniformly to other developments located in the corporate limits of the City, except for outdoor warning device fees or as altered in a development agreement for other property. Notwithstanding the foregoing, no capital recovery fees, including, but not limited to, pro rata fees, impact fees for water, sewer and roadways, park fees, technology fees and other capital recovery fees shall be charged against the Property other than (i) park fees in an amount not exceeding \$1,500 per residential dwelling unit (the "Park Fees"), (ii) technology fees in an amount not exceeding \$500 per residential dwelling unit, and (iii) capital recovery fees of (a) \$2,000 per lot for each lot within the first phase of the Development separately for each of water, sewer and roadway (\$6,000 per lot total), (b) \$2,250 per lot for each lot within the second phase of the Development separately for each of water, sewer and roadway (\$6,750 per lot total), and (iii) \$2,500 per lot for each lot within the remaining phases of the Development separately for each of water, sewer and roadway (\$7,500 per lot total) (collectively, the "Capital Recovery Fees"). The Capital Recovery Fees apply to all residential lots including those residential lots developed within Neighborhood VIII. Non-residential lots developed within Neighborhood VIII will be charged those capital recovery fees due and payable to the City in connection with the development of Neighborhood VIII that are charged uniformly to other developments located in the corporate limits of the City at the time such non-residential lots are developed. All Park Fees shall be deposited into a segregated account and use restricted for the purpose stated in Section 4.3 of this Agreement. For purposes of this Agreement, multi-family uses are considered non-residential.

4.2 Outdoor Warning Device. In exchange for being exempt from the City's outdoor warning device fee required by City ordinance, the Owner agrees to pay the City, contemporaneously with the funding of the Initial Issuance, a one-time fee in the amount of \$40,000 to be used by the City solely for the purpose of installing outdoor warning devices. The City agrees that no outdoor warning device will be placed anywhere on the Property.

4.3 Use of Park Fees. Unless requested otherwise by Owner in writing, the City shall deposit the Park Fees into a segregated account and shall use such fees for the sole purpose of planning and developing the 100-acre City Park adjacent to the development known as The Parks at Wilson Creek.

4.4 INDEMNIFICATION AND HOLD HARMLESS.

(a) **THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.**

(b) **IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-**

APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

(c) THIS SECTION 4.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

4.6 THE OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY MONETARY OR LAND USE DEFAULTS UNDER THIS AGREEMENT:

(i) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(ii) THE AMOUNT OF THE OWNER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE OWNER'S ANTICIPATED IMPROVEMENTS AND OWNER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) THE OWNER HEREBY AGREES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE OWNER FOR SUCH LAND, AND THE OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE OWNER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND

INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.6 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within ten (10) days of being requested to do so by the City, which shall not be earlier than six (6) months, nor later than one (1) year, after Owner's acquisition/closing, Owner agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Owner by the City that may contain additional acres (collectively, the "Petition Property"). Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. The annexation service plan for the Property shall be consistent with the terms of this Agreement. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Owner shall execute another voluntary annexation petition for the Property, within ten (10) days of being requested to do so. Prior to annexation of the Property, the City shall have considered this Agreement, shall have submitted to Owner, and Owner shall review and approve, an annexation service plan which service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Owner. Owner acknowledges and agrees that this Section 6.1 was a material inducement for the City to enter into this Agreement with Owner.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Property consistent with the Development Standards, Concept Plan and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the City agrees that this Agreement shall control as to the Owner, however, the Owner agrees that nothing in this Agreement shall prevent the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII INFRASTRUCTURE FINANCING

7.1 PID Financing. The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by Owner, and provided the City's financial advisor confirms the bonds are credit worthy and marketable to third party institutional investors, the City agrees to issue PID Bonds.

(a) The Owner will submit a PID creation petition to the City on or before June 30, 2019.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act and approved by the City will include, to the maximum extent authorized by State law, one or more of the following: (i) annual payments by the City to the Owner of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security; (iii) the issuance by the City or other issuer of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties.

(c) The Public Infrastructure to be funded by the PID will be the same as those described in the PID Service and Assessment Plan, which Public Infrastructure confer a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The City and the Owner will jointly determine the PID Project Costs (which may include City right-of-way acquisition costs) and prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) After the Initial Issuance, no additional PID assessments will be levied unless and until the average tax appraised value of all homes for which the City has issued a certificate of occupancy within the first phase of the Development equals or exceeds \$250,000.

(g) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID

Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

(h) Prior to or contemporaneously with the Initial Issuance, Owner will donate to Celina ISD an elementary school site within the Development of approximately 12 acres in size (the "School Site"), provided that the donation deed shall provide that the School Site will revert back to Owner for development of single family lots as shown in the Concept Plan if an elementary school is not under construction prior to the fifth anniversary of the later of (i) conveyance of the School Site to Celina ISD, or (ii) the date on which the School Site has access to water, sewer and drainage utilities and to a public roadway.

7.2 PID Bond Fee.

(a) In consideration for the City's assistance and cooperation in connection with the issuance by the City of PID bonds for any part of the Development ("PID Bonds"), the Owner agrees to pay the City, contemporaneously with the funding of the initial offering of PID Bonds (the "Initial Issuance"), a one-time fee in the amount of \$500,000 (the "PID Bond Fee") to be used by the City exclusively for the purpose of, at Owner's option, designing and constructing (i) Ownsby Parkway from the westernmost Property line westward to Coit Road, or (ii) Wells Road from Ownsby Parkway southward to CR 84. The construction costs will include, without limitation, the costs of right-of-way acquisition, design and engineering. The PID Bond Fee shall be deposited into a segregated account, use restricted for the purpose stated in this Section 7.2(a) and utilized first for such purpose prior to the use of the Owner's funds for such purpose. Without further agreement of the City, the City shall have no obligation for any such construction costs beyond the utilization of the PID Bond Fee as aforesaid.

(b) As part of the Public Infrastructure and in further consideration for the PID Bond Fee, the City will agree to purchase some or all of the major improvement rights-of-way within the Property at appraised fair market value utilizing the proceeds derived from the Initial Issuance. The major improvement rights of way may include (but without limitation) the on-site portions of Roseland Parkway, Ownsby Parkway, Choate Parkway, Wells Road and the east-west right of way from Roseland Parkway to FM 2478 (Custer Road).

7.3 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Owner shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Owner and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Owner, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Owner, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Owner, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Owner from lawfully available and otherwise unencumbered funds.

7.4 PID Notices. When selling any of the Property, Owner shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, such Owner shall

require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property.

ARTICLE VIII **EVENTS OF DEFAULT; REMEDIES**

8.1 **Events of Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 **Remedies.** If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX **ASSIGNMENT AND ENCUMBRANCE**

9.1 **Assignment by Owner to Successor Owners.**

(a) Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "**Owner Assignee**") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written Notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, Owner agrees to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within 15 days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Encumbrance by Owner and Assignees. Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or

otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE X

RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Collin County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any

encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City \$1,000 at the time of the Owner's requests for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE XI

ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:

Attn: City Manager
City of Celina
142 North Ohio
Celina, TX 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:

Attn: Julie Fort
Messer, Rockefeller & Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: Julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Owner:

Attn: Mr. James J. Melino
Celina 557 Partners, L.P.
c/o The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231
E-mail: jmelino@cambridgecos.com
TEL: (214) 691-2556 Ext. 206
FAX: (214) 691-0682

With a copy to:

Attn: Ms. Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com
TEL: (214) 328-1101
FAX: (800) 519-3768

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and

agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Owner expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[signatures on following pages]

EXECUTED by the City and Owner on the respective dates stated below.

Date: Jan 22, 2019

CITY OF CELINA

By: _____

Sean Terry, Mayor

ATTEST:

Vicki Faulkner
Vicki Faulkner, City Secretary

APPROVED AS TO FORM

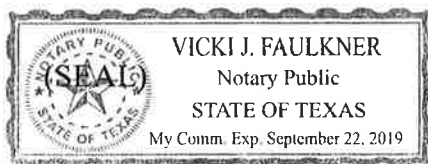
Lance Vanzant
~~Julie Fort~~, Attorney for City
Lance Vanzant

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 22 day of February, 2019, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.



Vicki J. Faulkner
Notary Public, State of Texas

Vicki J Faulkner
Name printed or typed

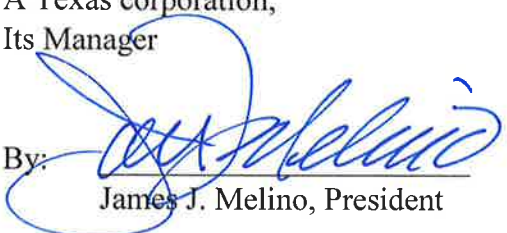
Commission Expires: 9-22-2019

DEVELOPER:

CELINA 557 PARTNERS, L.P.,
a Texas limited partnership

By: Celina 557 GP Partners, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: 
James J. Melino, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on February 4, 2019, personally appeared James J. Melino, President of LLC Manager, Inc., a Texas corporation, on behalf thereof as Manager of Celina 557 GP Partners, LLC, a Texas limited liability company as General Partner of Celina 557 Partners, L.P., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company and partnership.


Notary Public in and for the State of Texas

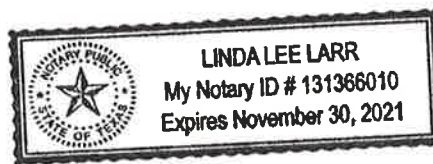


EXHIBIT "A"**DESCRIPTION OF THE PROPERTY****(556.836 Acres)**

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, being all of those tracts of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deeds recorded in Document Number 2005-0176477 and 2005-0176476, Official Public Records, Collin County, Texas, and being all of those tracts of land conveyed to Collin County Two Trees Investments, LP, according to deeds recorded in Document Numbers 20090603000680790 (Tract 4), 20110929001040010 (Tract III) and 20090603000680810 (Parcels I and II), Official Public Records, Collin County, Texas:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northeast corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas, and being in the center line of County Road 88 (Choate Road);

THENCE N 89° 45' 07" E, with the north line of said Tract 4 of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 868.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Tract III, Collin County Two Trees Investments, LP tract;

THENCE N 89° 41' 25" E, with the north line of said Tract III of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 658.13 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract III of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel II of Collin County Two Trees Investments, LP tract;

THENCE N 89° 30' 23" E, with the north line of said Parcel II of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, passing the northeast corner of said Parcel II of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel I of Collin County Two Trees Investments, LP tract, at a distance of 351.59 feet, continuing a total distance of 691.06 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southwest corner of that of land conveyed to G&N Estates, LLC, according to deed recorded in Document Number 20070315000355600, Official Public Records, Collin County, Texas;

THENCE N 88° 59' 17" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 663.23 feet to a 5/8 inch iron rod found in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southeast corner of said G&N Estates, LLC tract, also being the southwest corner of that tract of land conveyed to Robert D. Newell and Charlotte K. Newell, according to the deed recorded in Document Number 20120615000717260, Official Public Records, Collin County, Texas;

THENCE N 89° 12' 54" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the most northern line of that tract of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deed recorded in Document Number 2005-0176477, Official Public Records, Collin County, Texas, and the center line of said County Road 88, a distance of 1,177.40 feet to a 1/2 inch iron rod found for an angle point in the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northwest corner of that tract of land conveyed to Metallic Land Company, LLC, according to deed recorded in Document Number 20150304000239620, Official Public Records, Collin County, Texas, also being in the south line of that tract of land conveyed to Vijay Prathani and wife, Pavani Chillarige, according to deed recorded in Document Number 20160908001195410, Official Public Records, Collin County, Texas;

THENCE S 73° 41' 33" E, with the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south line of said Metallic Land Company, LLC tract, and the center line of said County Road 88, a distance of 398.67 feet to a 1/2 inch iron rod found for the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south corner of said Metallic Land Company, LLC tract, also being in the west line of Farm-To-Market Road 2478;

THENCE with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being west line of said Farm-To-Market Road 2478, the following courses and distances:

S 09° 48' 59" E, a distance of 570.67 feet to a wooden monument with nail in the top found for the beginning of a non-tangent curve to the right having a central angle of 05° 44' 05", a radius of 5,679.58 feet and a chord bearing and distance of S 07° 01' 46" E, 568.23 feet;

With said non-tangent curve to the right, an arc distance of 568.47 feet to a wooden monument found;

S 04° 06' 50" E, a distance of 2,257.45 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same

being the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9);

THENCE S 04° 14' 30" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being west line of said Farm-To-Market Road 2478, a distance of 49.85 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northeast corner of that tract of land conveyed to the City of McKinney, according to deed recorded in Document Number 20111026001149950, Official Public Records, Collin County, Texas;

THENCE with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the north lines of said City of McKinney tract, the remainder of that tract of land conveyed to Celina 682 Partners, L.P., according to deed recorded in Document Number 20060419000517060, Official Public Records, Collin County, Texas, the Amended Plat Mustang Lakes Phase One, and addition to the City of McKinney, Texas, according to the plat thereof recorded Cabinet 2017, Page 74, Official Public Records, Collin County, Texas and Mustang Lakes Phase 2A, and addition to the City of McKinney, according to the plat thereof recorded in Cabinet 2017, Page 816, Official Public Records, Collin County, Texas, the following courses and distances:

S 89° 42' 42" W, a distance of 620.02 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

N 89° 56' 24" W, a distance of 311.73 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 51' 51" W, a distance of 816.05 feet to a 1/2 inch iron rod found for corner;

S 89° 47' 20" W, a distance of 305.39 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 49' 55" W, a distance of 465.82 feet to a 1/2 inch iron rod with cap stamped "DAA" found for corner;

S 89° 48' 09" W, a distance of 2,167.88 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northwest corner of said Mustang Lakes Phase 2A, also being in the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8);

THENCE S 00° 13' 49" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being west line of said Mustang Lakes Phase 2A, a distance of 1,721.82 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of said remainder of said Celina 682 Partners, L.P. tract;

THENCE S 89° 39' 02" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being a north line of said Celina 682 Partners, L.P. tract, a distance of 1,986.38 feet to a 1 inch pipe found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being an interior ell corner of Wilson Creek Estates 2, and addition to the City of McKinney, Texas, according to the plat thereof recorded in Document Number 98-0015033, Official Public Records, Collin County, Texas;

THENCE N 00° 18' 19" W, with a west line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the most northern east line of said Wilson Creek Estates 2, a distance of 213.89 feet to a 1/2 inch iron pipe found for an interior ell corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northeast corner of said Wilson Creek Estates 2;

THENCE S 89° 40' 43" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the most northern line of said Wilson Creek Estates 2, a distance of 1,120.91 feet to a 1 inch iron pipe found for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northwest corner of said Wilson Creek Estates 2, also being in the east line of that tract of land conveyed to Donald L. Vest and wife, Julie Ann Vest, according to deed recorded in Volume 1344, Page 66, Deed Records, Collin County, Texas;

THENCE N 00° 19' 48" W, with the west line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the east line of said Donald L. Vest and wife, Julie Ann Vest tract and the east line of that tract of land conveyed to Celina Ownsby Coit, LLC, according to deed recorded in Document Number 20180816001026240, Official Public Records, Collin County, Texas, a distance of 2,456.94 feet to a 1/2 inch iron pipe found for the northwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the northeast corner of said Celina Ownsby Coit, LLC tract, also being in the south line of that tract of land conveyed to Celina Titus, LLC, according to deed recorded in Document Number 20160401000388930, Official Public Records, Collin County, Texas;

THENCE N 89° 40' 51" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Celina Titus, LLC tract, a distance of 1,507.21 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin

County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said Celina Titus, LLC tract, same being the southwest corner of that tract of land conveyed to City Global Investments, LLC, according to deed recorded in Document Number 20151130001493760, Official Public Records, Collin County, Texas;

THENCE N 89° 36' 59" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said City Global Investments, LLC tract, a distance of 680.76 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said City Global Investments, LLC tract, same being the southwest corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas;

THENCE N 89° 46' 39" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 869.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, same being the southwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract;

THENCE N 00° 36' 33" W, with the west line of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the east line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 2,566.39 to the **POINT OF BEGINNING** and containing 556.836 acres of land, more or less.

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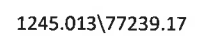


EXHIBIT C CONCEPT PLAN

Celina, Texas
77315



EXHIBIT D

DEVELOPMENT STANDARDS

For an approximate 557 acre tract of land (the “Mustang Lakes Annex”) out of the Coleman Watson Survey, Abstract No. 945 in the City of Celina ETJ and Collin County, Texas. *(Please refer to Appendices to review a variety of maps relative to this PD and refer to Section 12 for a legal description of the tract’s overall boundary.)*

Purpose

The purpose of this PD is to create a community by connecting a group of neighborhoods linked together by a series of trails and enhanced open space areas that encourage and promote outdoor activity among the residents. The Open Space areas shall consist of existing trees, existing lakes as well as proposed lakes, trails, ornamental trees and shade trees. In addition, this planned development provides an opportunity for the development of neighborhood commercial services that would serve the community and provide a natural progression of residential development from denser residential product, in the form of town home and/or patio homes adjacent to the commercial, to traditional, less dense, residential product.

Definitions

Definitions used herein shall be the same as those found in Section 5.8 of the Zoning Ordinance for the City of Celina, Texas, as they exist or may be amended.

General Regulations

All regulations for Mustang Lakes Annex not redefined by these regulations shall conform to the regulations set forth in the City of Celina Zoning Ordinance and the Subdivision Ordinance, as they exist or may be amended.

Any future modification to these PD Development Regulations shall be limited to the specific neighborhoods being modified. A graphical depiction of the “Neighborhood/s” is provided on the Concept Plan; refer to Appendix “A”.

A property owners association shall be established and shall be responsible for the maintenance of all park/open space areas.

Upon approval of a final plat, the raising of large animals such as horses, swine, sheep, cows, etc. on any lot less than 2 acres is prohibited.

All single-family Type A-F detached residences can be front-entry and have garage access from a dedicated public street. Type G-H shall only be rear entry with garage access from a dedicated alley, pedestrian access shall be from a street and/or open space

The Concept Plan depicts two principal districts a “SF-R” and “MU-2” district and Neighborhoods I – VIII; refer to Appendix “A”. The maximum number of residential lots within the “SF” district (Neighborhoods I-VII) shall be one-thousand seven-hundred fifty (1750). The minimum number of Type A-D lots shall be one-hundred fifty (150). Furthermore, the maximum number of Type F lots within Neighborhoods I-VII shall be six-hundred (600). Any Type F lots developed in the “MU-2” district (Neighborhood VIII) are in addition to those in Neighborhoods I-VII. Multi-family is only allowed in Neighborhood VIII; the maximum number of multi-family units shall be six-hundred twenty-five (625).

Use Regulations

The permitted uses within each Neighborhood are outlined below. In addition, any residential or commercial use that is less intense than the permitted use within each neighborhood is also permitted; acreages are net of perimeter right-of-way dedications. *(For a visual representation of the Concept Plan, refer to Appendix “A”; note, the Concept Plan and associated Neighborhoods are not a Phasing Exhibit.):*

Neighborhood “I” (+/- 78 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “II” (+/- 69 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “III” (+/- 154 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “IV” (+/- 115 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “V” (+/- 29 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “VI” (+/- 15 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “VII” (+/- 26 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “VIII” (+/-63 ac.): The permitted uses shall be “MU-2“ Mixed Use Regional District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

a) Additional Permitted Uses and Development Standards:

- Single-family detached (Type F-H lots)

b) Conditional Uses:

- Tire Dealer
- Kiosk
- Nursery
- Hotel
- Auto Repair (major/minor)

c) Prohibited Uses:

- Check Cashing Services
- Industrial/manufacturing
- Assisted Living/Nursing Home/Care Home
- Recycling Kiosk
- Contractor Storage

d) Land Use Limits (based on gross acres):

- Residential (stand-alone): maximum of 70%
- Multi-family: maximum of 65%

Retail/Commercial/Office (minimum 20 acres): Area Regulations

General Area regulations:

- (a) The lot widths shall be measured along the arc of the front building line.
- (b) For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet. The front yard set-back may be increased by fifteen (15) feet.
- (c) For Lot Types A - F and H, the maximum lot coverage shall be sixty (60) percent; for Lot Type G (TH), the maximum lot coverage shall be eighty-five (85) percent.

The following amended area regulations shall apply *(For a visual representation of the Concept Plan, refer to Appendix "A")*:

Type A:

Minimum Lot Area: The minimum lot area shall be one (1) acre or 43,560 square feet.

Minimum Lot Width: The minimum lot width shall be eighty (80) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be thirty (30) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be fifteen (15) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be twenty-four-hundred (2,400) square feet.

Type B:

Minimum Lot Area: The minimum lot area shall be fifteen-thousand (15,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy-five (75) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be thirty (30) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be eight (8) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type C:

Minimum Lot Area: The minimum lot area shall be ten-thousand (10,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy-five (75) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be eight (8) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type D:

Minimum Lot Area: The minimum lot area shall be nine-thousand (9,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy (70) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.

Minimum Front Setback for Garage Doors: the minimum depth of the front yard setback for garage doors shall be twenty-six (26) feet unless a j-swing garage is used and in that case the setback shall be twenty (20) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be seven (7) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type E:

Minimum Lot Area: The minimum lot area shall be seventy-five hundred (7,500) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-ten (110) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet,

Minimum Front Setback for Garage Doors: the minimum depth of the front yard setback for garage doors shall be twenty-one (21) feet unless a j-swing garage is used and in that case the front yard setback shall be twenty (20) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type F:

Minimum Lot Area: The minimum lot area shall be fifty-five-hundred (5,500) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-ten (110) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet except for zero lot line lots with "J-swing" garage may have a minimum Front yard of fifteen (15) feet.

Minimum Front Setback for Garage Doors: The minimum depth of the front yard setback for garage doors shall be twenty-one (21) feet unless for zero lot line lots with J-swing garages may have a front yard setback of fifteen (15) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.

Minimum Side Yard: The minimum side yard shall be zero (0) feet and ten (10) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be sixteen-hundred (1,600) square feet.

Type G:

Maximum Dwellings per Acre: The maximum dwelling units per acre is ten (10).

Minimum Lot Area: The minimum lot area shall be twenty-four hundred (2,400) square feet.

Minimum Lot Width: The minimum lot width shall be twenty-four (24) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred (100) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty

(20) feet or ten (10) feet for rear entry lots.

Minimum Rear Yard: The minimum depth of the rear yard shall be three (3) feet for rear-entry lots.

Minimum Side Yard: The minimum side yard depth shall be zero (0) feet for interior SFA units, seven and a half (7.5) feet for end SFA unit and the corner side yard shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be fourteen-hundred (1,400) square feet.

Type H (only within Neighborhood VIII):

Minimum Lot Area: The minimum lot area shall be thirty-six-hundred (3,600) square feet.

Minimum Lot Width: The minimum lot width shall be forty (40) feet.

Minimum Lot Depth: The minimum lot depth shall be ninety (90) feet.

Minimum Front Yard: The minimum depth of the front yard shall be ten (10) feet.

Minimum Front Setback for Garage Doors: The minimum depth of the front yard setback for garage doors shall be twenty-one (21) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet except for alley served dwellings.

Minimum Side Yard: The minimum side yard shall be zero (0) feet and ten (10) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be fourteen-hundred (1,400) square feet.

For non-residential area regulations, refer to the current City of Celina Zoning Ordinance for each specific land use or collection of uses.

Parking Regulations

Residential: The off-street residential parking requirement is two (2) enclosed vehicle spaces for each dwelling unit that are located behind the front building line. In addition, for Type G-H one (1) visitor parking space for every four (4) dwelling units shall be provided within six-hundred (600) feet of the building it serves. The spaces provided shall be either parallel spaces (8'x22') or head-in spaces (9'x20').

Non-Residential: The parking requirement for all non-residential uses shall conform to City of Celina's Zoning Ordinance, as exists or may be amended.

Multi-family: Parking shall be organized to create an "Urban Edge." All required resident parking for multi-family dwellings that is "surface parking" shall be situated a minimum of ten (10) feet behind the front façade of the building. Furthermore, any parking visible from the street shall be screened with a generally continuous row of seven (7) gallon evergreen shrubs planted to screen parking from the street.

Building Regulations

Exterior Building Façade for Residential structures shall meet or exceed the requirements outlined in the City's Zoning Ordinance except as herein amended; with the following exception, the masonry and area requirements are intended to exceed the City's requirements but the more restrictive requirement shall control:

- (a) The front façade of single-family residences shall be one-hundred (100) percent masonry exclusive of doors, windows, dormers and other architectural elements. The sides and rear elevations not facing a public street shall not be less than fifty (50) percent masonry each nor shall the combined overall be less than eighty-five (85) percent masonry, exclusive of doors and windows.
- (b) The building elevation of each lot adjacent to the proposed lot shall not be similar. Furthermore, the building elevation of the house most directly across the street from the proposed lot and the adjacent lots on either side of it shall not be similar.
- (c) All garage doors shall be allowed at the front building line, but shall not be closer than twenty-one (21) feet from the street right-of-way for front entry lots.
- (d) The primary roof pitch for Type A, Type B and Type C shall not be less than 8:12.
- (e) The primary roof pitch for Type D, Type E, Type F, Type G and Type H shall not be less than 6:12.
- (f) Only one (1) story single-family residences or two (2) story homes with 100% masonry facades with sides facing FM 2478 (Custer Road), Choate Parkway, Wells Road, Ownsby Parkway and Roseland Parkway are required.

- (g) No building shall exceed two and one-half (2-1/2) stories in height or more than thirty-five (35) feet, measured at the mid-point between the top plate and the dominate roof ridge.

Exterior Building Façade of Accessory Structure:

- (a) Any accessory structure or building shall be constructed of complementary material to the associated residence and the general architecture of the development.
- (b) An accessory building shall be located not less than fifty (50) feet from the front lot line, fifteen (15) feet from any other street, and not less than three (3) feet from any side or rear lot line.
- (c) The maximum height of any accessory structure shall not exceed fifteen (15) feet for Type A - Type B and ten (10) feet for Type C – Type F.

Screening Regulations

General Screening *(For a visual representation of the Enhanced Paving & Screening, refer to Appendix "B")*:

1. Chain Link Fence is prohibited.
2. The following items shall be screened from the public street:
 - (a) Clothes lines or drying racks
 - (b) Yard maintenance equipment
 - (c) Garbage and refuse containers, except on collection day
 - (d) Wood piles and compost piles
 - (e) Accessory structures, such as dog houses, gazebos, storage sheds and green houses
 - (f) Roof mounted TV antennas or dishes
 - (g) Pool equipment

Thoroughfare screening regulations (refer to the Enhanced Paving and Screening Plan found in Appendix "B"):

- (a) A screening wall shall be provided generally along right-of-way or adjacent landscape buffer when residential lots have a rear yard or side yard adjacent to Ownsby Parkway, Choate Parkway, and FM 2478 (Custer Road). All screening walls shall be constructed in conjunction with the associated residential phase.

1. A masonry (stone or brick) or thin wall for lots backing and siding to Ownsby Parkway, FM 2478 (Custer Road), and Choate Parkway.
2. Masonry or ornamental metal or a combination thereof may be utilized where cul-de-sacs are adjacent to right-of-way for CR 83 (Ownsby Parkway), FM 2478 (Custer Road) and Choate Parkway;

(b) Screening fences shall be as follows:

1. For lots siding to any collector, there shall be a six (6) foot cedar board-on-board fence with a cap and a masonry column at the common rear property line and within ten (10) feet of the front building line. For lots backing to any collector, a minimum six (6) foot masonry wall with columns shall be constructed. In addition, a generally continuous row of shrubs and/or trees shall be installed in front of the fence within the adjacent landscape buffer. Any wood fence shall have a uniform stain color; refer to Appendix "D".
2. For open ended cul-de-sac's adjacent to Wells Road, Ownsby Parkway, Choate Parkway and FM 2478 (Custer Road), a five (5) foot decorative metal fence with shrubbery and minimum five (5) foot masonry columns on a minimum of eighty (80) foot centers between the front building lines, on either side of the open ended cul-de-sac's to the proposed thoroughfares is required.

3. For open ended cul-de-sac adjacent to a Roseland Parkway or East-West roadway, a continuous row of shrubs shall be required. Shrubbery when planted shall be a minimum size of three (3) gallons placed on thirty-six (36) inch centers within the landscape buffer along the right-of-way line.
4. Any use of ornamental metal shall be accompanied by shrubbery in front of such metal on the thoroughfare side. Shrubbery when planted shall be a minimum size of three (3) gallons placed on thirty-six (36) inch centers.
5. No access through the rear or side yards of lots that side or back to Roseland Parkway, Ownsby Parkway, Wells Road, Choate Parkway or FM 2478 (Custer Road) is permitted.
6. The Subdivision name, Logo, or initials may be incorporated into the screening wall at the entrances and/or on the columns.

Open Space screening regulations:

- (a) The rear yards of all single-family residences which back or side to an open space shall have a minimum five (5) foot ornamental metal fencing adjacent to the open space area. For rear and side yards that have a pool and are adjacent to an open space area, a six (6) foot ornamental fences is required. No fencing shall be allowed within the 100-yr. flood plain.

Builder's Side Yard screening regulations:

- (a) The builder shall construct fencing and landscaping in accordance with the "Side yard Fencing & Landscape Detail" found in Appendix "E".

Landscape & Irrigation Regulations

The residential builder of each lot shall provide at a minimum the following landscape material:

Turf:

The front, side and rear yard of each shall be sodded and fully irrigated with an automatic sprinkler system.

Trees:

Type A - Type B: There shall be a minimum four (4) three (3) inch shade trees planted for each residential lot; furthermore, at least fifty (50) percent of the trees shall be shade trees. These are in addition to the minimum three (3) shade trees required on each corner lot.

Type C - Type F: There shall be a minimum of two (2) three (3) inch shade trees planted for each residential lot; furthermore, at least fifty (50) percent of the trees shall be in the front yard. These are in addition to the minimum three (3) shade trees required on each corner lot.

Type G-H: There shall be one (1) three (3) inch shade tree and one (1) eight-ten (8-10) foot ornamental tree planted for every two residential lots; the shade tree requirement may also be achieved by planting "street trees" in conjunction with an urban street section.

Shrubs:

Type A - Type B: There shall be a minimum of twenty-five (25) 3-gallon shrubs across the front of the house.

Type C - Type E: There shall be a minimum of eighteen (18) 3-gallon shrubs across the front of the house.

Type F - Type H: There shall be a minimum of six (6) 3-gallon shrubs across the front of the house.

Open Space Regulations

General (*For a visual representation of the Trail and Open Space plan, refer to Appendix "C"*):

- (a) All parks and open space areas are open to the public/residents. They should be developed and maintained based on their intended use and should offer the community different experiences. These spaces should include passive parks that are designed to be pleasant views and in turn create a sense of openness in the

community; these may be native or improved spaces. These open spaces should also include active pocket parks that provide an opportunity for the community to gather together; these spaces require additional accoutrements such as benches or tables, bike racks, trash receptacles or playground equipment as well as additional landscaping to create a sense of place within a larger area.

- (b) All open space areas and detention areas shall be maintained by the HOA. All proposed (wet) lakes shall be equipped with a water fountain or aerator device.
- (c) No physical improvements are permitted within the flood plain that would impact the capacity of the floodplain.
- (d) All open space areas shall have a slope not greater than 6:1, unless they are naturally existing or structurally supported; a 4:1 slope may be utilized as needed to create a more functional open space.
- (e) On a residential street the opposite side of the street from a six (6) foot trail a five (5) foot walk shall be provided. For open-ended cul-de-sacs adjacent to a collector or arterial, a sidewalk shall be constructed to provide a pedestrian connection. The builder is responsible for constructing the trail and/or walk referenced above when the proposed trail/walk is located along the front and/or side of a lot.
- (f) A ten (10) foot public trail shall be constructed generally along the east side of Wilson Creek from the most western north line to Ownsby Parkway in conjunction with development of Neighborhood VI. Please refer to the aforementioned Trail and Open Space Plan for the general location and size of other required trails adjacent to arterials and collectors.
- (g) A pedestrian connection shall be created from Neighborhood II to Neighborhood VIII.

Open Space Area Specifics:

Area A: shall include entry monument, a water/detention feature with a lighted fountain, a six (6) foot trail, and associated landscaping and irrigation.

Area B: shall include a six (6) foot trail, water/detention feature with a lighted fountain, landscaping and irrigation.

Area C: shall include water/detention feature/s with a lighted fountain in each, a six (6) foot trail, and associated landscaping and irrigation.

Area D: shall include a water/detention feature with a lighted fountain, a six (6) foot trail, and associated landscaping and irrigation.

Area E: shall include an amenity center and/or sales center, cabana, pool, playground equipment, parking, a six (6) foot trail, and associated landscaping and irrigation. The Amenity Center shall be completed prior to the issuance of 1,050 certificates of occupancy (CO).

Area F: is a fifteen (15) foot landscape buffer contiguous to the eastside of Wells Road when lots side to a collector and twenty (20) foot when lots back to a collector. It shall include an eight (8) foot trail and associated landscaping and irrigation.

Area G: is a minimum fifteen (15) and an average forty (40) foot landscape buffer west of Wilson Creek on either side of Ownsby Parkway. It shall include a ten (10) foot trail, shade trees planted on an average of forty (40) feet on center, cluster or grouping of trees is permitted. In addition, the area shall be complimented with a monument sign, shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated.

Area H: This area is located along the west right-of-way line of FM 2478 (Custer Road) (an existing 100-foot right-of-way). It shall include a minimum (30) foot wide landscape buffer, outside the future right-of-way, and an average of forty (40) feet with shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted. In addition, the area shall include a ten (10) trail and be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated.

Area I: This area is located outside the designated right-of-way on either side of a divided thoroughfare called Ownsby Parkway, east of Wilson Creek. It shall be a minimum of 15-feet, except within the transition zone, and an average forty (40) foot wide landscape buffer with shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted; the transition zone is defined as the first 500-feet on both sides of Ownsby Parkway west of Mustang Lakes. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated. Also in both sides of this landscape buffer shall be a meandering six (6) foot trail, through the "Transition Zone," and then an eight (8) or ten (10) foot trail west of the "Transition Zone."

Area J: The area is located outside of the designated right-of-way and on either side of Roseland Parkway, south of Choate Parkway and north of Ownsby Parkway. It shall be a minimum of fifteen (15) foot wide landscape buffer when lots side to the street and twenty (20) foot when lots back to the street. The buffer shall have shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated. Also in both sides of this landscape buffer shall be a meandering trail eight (8) feet in width north of the round-a-bout and six (6) feet on one side and eight (8) feet on the other south of the round-a-bout.

Area K: The area is located outside of the designated right-of-way and on either side of East-West street connection from Roseland Parkway to FM 2478 (Custer Road). It shall be a minimum (10) foot wide landscape with an average twenty (20) foot buffer with shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a meandering eight (8) foot trail complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a meandering six (6) foot trail.

Area L: The area is located outside of the designated right-of-way and on the south side of Choate Parkway to FM 2478 (Custer Road). It shall be a minimum forty (40) foot wide landscape buffer with shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with an entry monument/s, shrubs, ground cover, berms, accent stones and ornamental trees. Also within this landscape buffer shall be a meandering ten (10) foot trail complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated.

Subdivision Regulations

Development shall meet the standards as required in the City of Celina Subdivision Ordinance except as follows:

Block length – The maximum block length shall be twelve hundred twenty (1,220) feet as measured from intersection. Exceptions to the block length requirement may be granted for special circumstances or conditions affecting the property in question; exceptions shall be applied for as a subdivision ordinance variance and presented to the Planning & Zoning Commission and City Council at the time of Construction/Preliminary Plat consideration for approval. Pecuniary interests standing alone shall not be justification for the granting of a variance.

- (h) Cul-de-Sac Length and Diameter: – The maximum cul-de-sac length is six-hundred (600) feet, except for the over-length cul-de-sac identified in the one (1) acre lots on the concept plan or as approved by the City. The bulb right-of-way radius shall be fifty (50) feet.
- (i) Center-line Radii – The minimum center-line radius for a Major Arterial shall be eleven hundred (1100) feet or as approved by the City; the minimum center-line radius for Minor Arterial shall be six (600) feet or as approved by the City; and the minimum center-line radius for a residential street shall be one-hundred-fifty (150) feet or as approved by the City.
- (j) Jog – The minimum street jog shall be one-hundred twenty-five (125) feet from centerline to centerline.
- (k) Owensby Parkway: – Owensby Parkway shall be a six (6) lane divided roadway within a one-hundred-twenty (120) foot right-of-way that will be dedicated to the City; The Developer/District will be responsible for the construction of two (2) lanes or twenty-eight (28) feet of pavement, in both directions, and the construction of left turn lanes at each of the median openings illustrated on the Concept Plan that are related to the residential neighborhoods. Left turn and/or deceleration lanes, along with any associated right-of-way, required along Custer Road (FM 2478) shall be constructed.
- (l) Roseland Parkway: –. Roseland Parkway shall be a 4-lane divided roadway within a one-hundred (100) foot right-of-way where adjacent to non-residential and a 4-lane un-divided roadway within a seventy-five (75) foot right-of-way where adjacent to single-family from Choate Parkway to the round-a-bout. South of the round-a-bout, a 4-lane undivided roadway within sixty (60) feet of right-of-way shall be dedicated. Left/Right turn lanes for the Roseland/Choate Parkway intersection will be constructed and ROW dedicated as required with the development of the associated non-residential tract.
- (m) East-West Roadway (Roseland to Custer): – The East-West roadway shall be a two (2) lane, twenty-nine (29) foot back-to-back, un-divided roadway within a fifty (50) foot right-of-way from the round-a-bout on Roseland Parkway to Custer Road (FM 2478) that will be dedicated to the City; the right-of-way shall flair to a minimum of sixty (60) feet at the intersection with Custer Road (FM 2478) to accommodate an eastbound left and right turn lane.
- (n) Wells Road: shall be a two (2) lane, twenty-nine (29) foot back-to-back, un-divided roadway within a sixty (60) foot right-of-way. The Developer/District shall be responsible for dedicating a maximum of thirty (30) feet of right-of-way, where Wells Road is contiguous; additional off-site right-of-way is needed to construct two lanes of Wells Road from Owensby Parkway to CR 84.
- (o) FM 2478, Wells Road and Choate Parkway: – It is anticipated that right-of-way dedications along FM 2478 (Custer Road), Wells Road and Choate Parkway may

be required in the future. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.

- (p) Tree surveys required as a part of the preliminary plat shall be submitted at the time of Construction Plat application.

Development shall meet or exceed the design criteria outlined below:

a. Residential Lot Grading:

1. Front & Rear Yards – the front and/or rear yard slopes shall not be less than one (1) percent nor greater than twelve (12) percent without requiring a wall, except for Type A lots. Furthermore, Type A lots are permitted to have lot-to-lot drainage within drainage easements.
2. Driveway – the driveway slope shall not exceed fourteen (14) percent.
3. Side Yards – the horizontal side yard slope shall not exceed 3:1; the minimum longitudinal side yard slope shall not be less than one (1) percent, unless structurally supported.

b. Paving:

1. Residential Streets – the residential streets shall be twenty-nine (29) feet wide from back-to-back; Minimum Street Grade – the street grade shall not be less than 0.6% or (6) inches every one (100) feet.
2. Maximum Street Grade – the street grade shall be a maximum of six (6) percent, unless otherwise approved by the City Engineer.
3. Sidewalks – the residential sidewalks shall be five (5) feet wide and the placement of the outside edge of the walk shall typically be one (1) foot inside the right-of-way or within a sidewalk easement.
4. Trails – the trails shall be a minimum of six (6) feet wide, except as otherwise noted on the “Trail and Open Space Plan” and shall serpentine within the parkway and associated landscape buffer, where applicable, but in no instance shall the outside edge of the trail be closer than four (4) feet to the back-of-curb or five (5) feet to the screening wall/fence.
5. Curb Return Radii – the curb radii for Major Arterial shall be forty (40) feet; the curb radii for Minor Arterials shall be thirty (30) feet; and the curb radii for residential streets shall be twenty (20) feet.
6. Run-off Co-efficient (C) – the residential run-off co-efficient shall be 0.6, except for Type A lots which shall be 0.45; the run-off co-efficient for commercial shall be 0.9.

7. Time of Concentration (TC) – the time of concentration for residential areas shall be fifteen (15) minutes and the time of concentration for commercial shall be ten (10) minutes.
8. Rainfall Intensity (I) – the rainfall intensity for residential areas shall be 7.52 in/hr. and the rainfall intensity for commercial areas shall be 8.88 in/hr.

c. Sanitary Sewer Mains

1. Minimum Size – the minimum sewer main size shall be eight (8) inches.
2. Clean-outs – clean-outs are allowed at the up-stream end of a sewer main provided the main is three-hundred (300) feet or less in length.
3. Minimum Radius – the minimum center-line radius for sewer mains shall be two-hundred feet.
4. Pipe Embedment – the embedment for sewer mains shall generally be class B+, unless otherwise noted by the engineer of record.
5. Services – all residential sewer services shall be four (4) inches in diameter, located in the center of the lot and extended ten (10) feet beyond the right-of-way.

d. Domestic Water

1. Minimum Size – the minimum water main size shall be eight (8) inches.
2. Services – all residential domestic water services shall be 1-inch for all lots. The services shall be located two (2) feet from a common lot line and the meter box shall be located next to the curb.
3. Fire Hydrants – a fire hydrant shall be located every five-hundred (500) feet along the water main and placed two (2) feet behind the back-of-curb.
4. Off-site Water Extensions – any off-site domestic water main extensions shall meet or exceed the requirements specified by the City of Celina.

e. Miscellaneous

1. Street Light Standards – a street light shall be located a maximum of five-hundred (500) feet apart. An ornamental street light fixture and pole shall be selected from those available through the electric provider. The light standard selected shall be used throughout the development and shall be LED where available. Street lights shall be located in the median for 4-lane divided roadways or greater.

2. Intersections – all roadway intersections shall be within five (5) degrees of ninety (90) at the intersection of the two right-of-ways unless otherwise approved by the City Engineer.

Legal Description

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, being all of those tracts of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deeds recorded in Document Number 2005-0176477 and 2005-0176476, Official Public Records, Collin County, Texas, and being all of those tracts of land conveyed to Collin County Two Trees Investments, LP, according to deeds recorded in Document Numbers 20090603000680790 (Tract 4), 20110929001040010 (Tract III) and 20090603000680810 (Parcels I and II), Official Public Records, Collin County, Texas:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northeast corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas, and being in the center line of County Road 88 (Choate Road);

THENCE N 89° 45' 07" E, with the north line of said Tract 4 of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 868.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Tract III, Collin County Two Trees Investments, LP tract;

THENCE N 89° 41' 25" E, with the north line of said Tract III of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 658.13 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract III of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel II of Collin County Two Trees Investments, LP tract;

THENCE N 89° 30' 23" E, with the north line of said Parcel II of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, passing the northeast corner of said Parcel II of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel I of Collin County Two Trees Investments, LP tract, at a distance of 351.59 feet, continuing a total distance of 691.06 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southwest corner of that of land conveyed to G&N Estates, LLC, according to deed recorded in Document Number 20070315000355600, Official Public Records, Collin County, Texas;

THENCE N 88° 59' 17" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 663.23 feet to a 5/8 inch iron rod found in the north line of said Parcel I of Collin County Two Trees Investments, LP

tract, same being the southeast corner of said G&N Estates, LLC tract, also being the southwest corner of that tract of land conveyed to Robert D. Newell and Charlotte K. Newell, according to the deed recorded in Document Number 20120615000717260, Official Public Records, Collin County, Texas;

THENCE N 89° 12' 54" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the most northern line of that tract of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deed recorded in Document Number 2005-0176477, Official Public Records, Collin County, Texas, and the center line of said County Road 88, a distance of 1,177.40 feet to a 1/2 inch iron rod found for an angle point in the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northwest corner of that tract of land conveyed to Metallic Land Company, LLC, according to deed recorded in Document Number 20150304000239620, Official Public Records, Collin County, Texas, also being in the south line of that tract of land conveyed to Vijay Prathani and wife, Pavani Chillarige, according to deed recorded in Document Number 20160908001195410, Official Public Records, Collin County, Texas;

THENCE S 73° 41' 33" E, with the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south line of said Metallic Land Company, LLC tract, and the center line of said County Road 88, a distance of 398.67 feet to a 1/2 inch iron rod found for the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the south corner of said Metallic Land Company, LLC tract, also being in the west line of Farm-To-Market Road 2478;

THENCE with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being west line of said Farm-To-Market Road 2478, the following courses and distances:

S 09° 48' 59" E, a distance of 570.67 feet to a wooden monument with nail in the top found for the beginning of a non-tangent curve to the right having a central angle of 05° 44' 05", a radius of 5,679.58 feet and a chord bearing and distance of S 07° 01' 46" E, 568.23 feet;

With said non-tangent curve to the right, an arc distance of 568.47 feet to a wooden monument found;

S 04° 06' 50" E, a distance of 2,257.45 feet to a 1/2 inch iron rod found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9);

THENCE S 04° 14' 30" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being west line of said Farm-To-Market Road 2478, a distance of 49.85 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northeast

corner of that tract of land conveyed to the City of McKinney, according to deed recorded in Document Number 20111026001149950, Official Public Records, Collin County, Texas;

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/11/2019 03:22:50 PM
\$230.00 SCAPELA
20190211000143010





Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: May 14, 2019
Re: Splash & Blast Hold Harmless Agreement

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the city manager of the City of Celina, Texas to execute a License, Indemnification and Hold Harmless Agreement by and between the City of Celina and Rex and Sherese Glendenning for setting up and launching a fireworks display for Celina and its guests, patrons and invitees. (Splash & Blast Indemnity) (Matehuala)

Background Information:

The City of Celina adopts an agreement each year in order to launch fireworks for the Splash & Blast Festival on the land owned by Rex and Sherese Glendenning. This year's festival takes place on Saturday, June 29th 2019.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This agreement has been reviewed by the City Attorney.

Supporting Documents:

- Proposed agreement

Staff Recommendation:

Staff recommends approval.

LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This **LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT** (this “Agreement”) is entered into this ____ day of June, 2019, by and between the CITY OF CELINA (hereinafter collectively referred to as “CELINA”), and OLD CELINA LTD. (hereinafter referred to as “OLD CELINA”):

P R E M I S E S:

WHEREAS, Old Celina owns a certain property located in the City of Celina, Texas (the “Property”), and containing approximately 210 acres, more or less, out of the Henry Bentley Survey, Abstract No. 124, the George Wiley Survey, Abstract No. 988, the Samuel McCullough Survey, Abstract No. 593, and the B.B.B. & C.R.R. Survey, Abstract No. 132 located in Collin County, Texas, and being the real property depicted on **Exhibit A** attached hereto and incorporated herein by reference for all purposes.

WHEREAS, Celina desires to temporarily occupy a portion of the Property (the “License Area”), more particularly depicted on **Exhibit B** attached hereto and incorporated herein by reference for all purposes, in order to set up and launch a city sponsored fireworks display, and

WHEREAS, Old Celina agrees that Precision Fireworks, LLC and its agent may occupy the License Area as warranted from June 26, 2019 through July 2, 2019 for the purpose of setting up and launching a fireworks display, and

WHEREAS, Old Celina desires that Celina agree to repair any damages or injury to the License Area and improvements thereon and to be indemnified and held harmless by Celina from all claims by others in connection with, or arising out of, Celina’s temporary occupancy and use of the License Area.

A G R E E M E N T:

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten Dollars (\$10.00), and the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged and confessed, Old Celina and Celina agree as follows:

1. **LICENSE**. Old Celina does hereby grant to Precision Fireworks, LLC (the “Fireworks Provider”) a temporary license to use and occupy the License Area (the “License”) for the limited purpose of setting up and launching a fireworks display sponsored by Celina (the “Fireworks Display”); provided, however, that the License shall be limited to the time period beginning June 26, 2019 and ending July 2, 2019 (the “License Period”).

2. **INDEMNIFICATION OF OLD CELINA**. Celina, its successors, heirs and assigns (together with any person assuming their obligations, being herein called the “Indemnitor”) shall indemnify, defend and hold harmless Old Celina, it’s current, future and past partners, employees, affiliated entities and controlling persons (Old Celina and each such other person or entity being herein collectively called the

“**Indemnatee**”) from and against any and all losses, claims, damages, and liabilities, joint or several, including all expenses, including fees and disbursements of counsel, reasonably incurred by any Indemnatee in connection with the use or occupancy by Celina of the License Area and/or the preparation for or defense of any claim, action or proceeding, whether or not resulting in any liability, as incurred, to which an Indemnatee may become subject under any applicable federal or state law or otherwise caused by or arising out of any event related to the Fireworks Display on the License Area; or for the intentional torts, gross negligence, recklessness, willful misconduct, criminal acts, bad faith, substantial breach of agreement and negligence of the Indemnitor in the course of its limited use of the License Area.

3. **NOTICE OF CLAIM.** Promptly after the occurrence of any damage or injury to the License Area or improvements located thereon or receipt by an Indemnatee of notice of any claim or commencement of any action or proceeding in connection with any matter related to Indemnitor’s activities in connection with the rights granted to Indemnitor in this Agreement, such Indemnatee will immediately notify the Indemnitor in writing of such claims or of the commencement of such action or proceeding, as applicable, and if requested by such Indemnatee, the Indemnitor shall assume the defense of such action, including the employment of the Texas Municipal League as counsel for Indemnitor, and the payment of the fees and disbursements of such counsel. In the event such Indemnatee determines, in its reasonable judgment, that there is a conflict of interest by reason of having a common counsel, or if the Indemnitor fails to defend such action, then the Indemnatee may employ separate counsel satisfactory to the Indemnatee, to defend such action, and the Indemnitor shall pay, as incurred, the fees and disbursements of such counsel. The Indemnatee shall also notify the Indemnitor promptly of the assertion against the Indemnatee and/or the Indemnitor, or any of their controlling persons or affiliated entities, of any claim or of the commencement of any action or proceeding in connection with any such matter.

4. **REIMBURSEMENT OF EXPENSES.** The Indemnitor shall reimburse each Indemnatee for any out-of-pocket expenses incurred by such Indemnatee in the event that such Indemnatee’s personnel are required or requested by the Indemnitor to appear as witnesses in any action brought against the Indemnitor, whether or not such Indemnatee is named as a defendant.

5. **INSURANCE.** Prior to entering the License Area, Celina and Fireworks Provider will each provide proof of Workman’s Compensation and Employer’s Liability and Business Automobile Liability and general liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence, issued by an insurance company or companies rated by A.M. Best’s Rating Guide as “A-” or better, authorized to do business in the State of Texas, and Celina and the Fireworks Provider will add Old Celina as an additional insured on each policy. The underwriter and policy shall be acceptable to Old Celina in its sole discretion. Celina shall provide Old Celina with proof of said insurance no later than 5:00 p.m., Celina, Texas time, on Monday, June 24, 2019. In the event proof is not provided to Old Celina before such time, this Agreement, and all rights granted herein, shall be null and void and of no further force or effect.

6. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The terms of this Agreement shall be specifically performable in Collin County, Texas.

7. **COUNTERPART EXECUTION.** This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original, for which together shall constitute only one (1) instrument.

8. **WAIVER OF GOVERNMENTAL IMMUNITY.** By executing this Agreement, Celina hereby waives sovereign immunity from suit for the limited purpose of enforcing this Agreement. The parties acknowledge and agree that this instrument states the essential terms of their agreement for Old Celina's provision of goods and/or services to Celina, and is, therefore, a contract that is subject to Subchapter I of Chapter 271 of the Texas Local Government Code.

9. **AUTHORITY.** Each of the parties represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement.

10. **REPAIR.** By its use and occupancy of the License Area, Celina agrees that in the event of any damage to the License Area or Property or improvements located thereon, or to any surrounding property, resulting from Celina's or the Fireworks Provider's use or occupancy of the License Area, including, without limitation, damages arising from a violation of any state or federal environmental laws, Celina will immediately repair, remediate and take all other actions necessary to cause the License Area or Property, improvements and surrounding property damaged by such use or occupancy to be returned to the same condition as prior to Celina's use and occupancy of the License Area, including but not limited to compliance with all applicable federal and state environmental laws; and in the event the License Area, Property or improvements cannot be returned to the same condition, Celina will promptly pay Old Celina for the damage to the License Area, the Property and/or improvements thereon.

11. **APPROVAL BY RESOLUTION.** On or before June 24, 2019, Celina shall ratify this Agreement by resolution whereby (i) the Agreement is approved by Celina, and (ii) the individual executing this Agreement on behalf of Celina is explicitly stated as having been authorized to do so by Celina. Celina shall hand deliver to Licensors at 12400 Preston Road, Suite 100, Frisco, Texas 75033 a fully executed resolution which has been approved by Celina. In the event that such fully executed resolution is not delivered to Licensors by 5:00 p.m. on Monday, June 24, 2019, then this Agreement shall be deemed null and void and of no further force and effect.

12. **ASSURANCES.** Celina agrees to: (1) ensure adequate fire extinguishing or fire-fighting equipment is available on site in the event of fire on the Property or any surrounding property as a result of the License during the License Period; (2) ensure only a State of Texas Pyrotechnician for outdoor pyrotechnic operations is used to perform the Fireworks Display or any tests prior to the Fireworks Display conducted on the License Area; (3) clean up the License Area and Property immediately following the Fireworks Display, or within eighteen (18) hours after the conclusion of the Fireworks Display, to return the License Area and Property to the same condition as the License Area and Property existed immediately prior to Celina's occupancy and use thereof; and (4) ensure clean-up of the License Area and Property is acceptable to Old Celina.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the date above first stated.

INDEMNITOR:

CITY OF CELINA

By: _____
Jason Laumer, City Manager

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jason Laumer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office this _____ day of June, 2019.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

INDEMNITEE:

OLD CELINA, LTD.

By: REX Management, L.L.C.,
Its General PartnerBy: _____
Rex K. Glendenning, President

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rex K. Glendenning, President of REX Management, L.L.C., the general partner of OLD CELINA, LTD., on behalf of said limited liability company and limited.

Given under my hand and seal of office this _____ day of June, 2019.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

EXHIBIT A
THE PROPERTY

TRACT 1
72.992 Acres

BEING a tract of land situated in the HENRY BENTLEY SURVEY, ABSTRACT NO. 124, Collin County, Texas and being a portion of a 99.301 acre tract of land as conveyed by Russ W. Myers to 4M Development, Inc. as recorded by County Clerk No. 94-0092806, Land Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most Northwest corner of said 99.301 acre tract, same being at an ell corner of County Road No. 8;

THENCE, along the West line of said 99.301 acre tract, same being the East line of a 36.92 acre tract as conveyed to George Menosky as recorded in Volume 1078, Page 7, Deed Records, Collin County, Texas, and the East line of a 2.589 acre tract as conveyed to Roscoe H. Brower, as recorded in Volume 2139, Page 221, Deed Records, Collin County, Texas, South 01 degrees 09 minutes 50 seconds East a distance of 1,003.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the POINT OF BEGINNING of the following described tract:

THENCE, along the South line of a 5.1038 acre tract conveyed to Darl Lynn Nigh and Frances Nigh, as recorded by County Clerk No. 96-0082006, Deed Records, Collin County, Texas, South 66 degrees 23 minutes 09 seconds East a distance of 470.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the South line of said 5.1038 acre tract, South 01 degrees 04 minutes 28 seconds East, a distance of 31.35 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along said South line, North 88 degrees 55 minutes 32 seconds East a distance of 366.53 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner on the West line of a 99.2888 acre tract of land conveyed to Douglas Barker, as recorded in Volume 1343, Page 599, Deed Records, Collin County, Texas;

THENCE, along said West line of a 99.2888 acre tract, South 00 degrees 46 minutes 58 seconds East a distance of 2,099.44 feet, to a 5/8 inch iron pipe found for the Southeast corner of said 99.301 acre tract and being an ell corner of said 99.2888 acre tract;

THENCE, along the North line of said 99.2888 acre tract, South 87 degrees 44 minutes 58 seconds West a distance of 2,922.24 feet, to a 1/2 inch iron rod found for corner;

THENCE, generally along a fence row, North 00 degrees 55 minutes 08 seconds West a distance of 788.48 feet, to a 1/2 inch iron rod found in the crotch of three large Hackberry trees at the junction of the evidence of an old North-South fence and evidence of an old fence from the East, and being on the South line of a 73.047 acre tract as conveyed to Douglas Barker, as recorded in Volume 1159, Page 423, Deed Records, Collin County, Texas;

THENCE, along the South line of said 73.047 acre tract, North 87 degrees 45 minutes 55 seconds East a distance of 2,144.18 feet, to a 5/8 inch iron rod found for the Southeast corner of said 73.047 acre tract;

THENCE, along the East line of said 73.047 acre tract, North 01 degrees 47 minutes 07 seconds West a distance of 437.83 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, continuing along the East line of said 73.047 acre tract, North 01 degrees 09 minutes 50 seconds West a distance of 366.97 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southwest corner of a 5.0227 acre tract as conveyed to Robert Jake Jones and Virginia C. Jones;

THENCE, along the South line of said 5.0227 acre tract, North 88 degrees 55 minutes 32 seconds East a distance of 365.91 feet, to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for the Southeast corner of said 5.0227 acre tract;

THENCE, along the East line of said 5.0227 acre tract, North 01 degrees 04 minutes 28 seconds West a distance of 438.70 feet, to the point of curvature of a curve to the left having a central angle of 65 degrees 18 minutes 41 seconds and a radius of 120.00 feet;

THENCE, continuing along said East line and said curve to the left, for an arc length of 136.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Pitts 4595" set for corner;

THENCE, along the North line of said 5.0227 acre tract, North 66 degrees 23 minutes 09 seconds West a distance of 326.99 feet, to the Northernmost corner of said 5.0227 acre tract;

THENCE, North 01 degrees 09 minutes 50 seconds West a distance of 66.08 feet, to the POINT OF BEGINNING and containing 72.992 acres of land, more or less.

TRACT 2
99.028 Acres

BEING a tract of land situated in the Henry Bentley Survey, Abstract No. 124, Collin County, Texas, and also being all of a 52.807 acre tract and a 46.4818 acre tract conveyed to Douglas Barker d/b/a Barker Brothers Land Cattle Company as recorded in Volume 1343, Page 599 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found for corner at the northeast corner of said 46.4818 acre tract, said iron rod also being in the south right of way line of FM 455 (a 90' ROW);

THENCE South 01 degrees 04 minutes 43 seconds East a distance of 2150.13 feet to a ½ inch iron rod found for corner;

THENCE South 00 degrees 43 minutes 32 seconds East a distance of 1605.62 feet to a ½ inch iron rod found for corner in the north line of 73.558 acre tract as recorded in Volume 3965, Page 2169, D.R.C.C.T.;

THENCE South 88 degrees 18 minutes 39 seconds West following the north line of said 73.558 acres a distance of 824.02 feet to 2 inch iron pipe found for corner at the northeast corner of said 73.558 acre tract;

THENCE South 88 degrees 30 minutes 52 seconds West a distance of 2900.39 feet to wood fence post in the creek for corner;

THENCE North 00 degrees 59 minutes 11 seconds West a distance of 421.72 feet to ½ inch iron rod found for corner at the southwest corner of a 75.0307 acre tract as recorded in County Clerk No. 94-0092806 of Collin County, Texas;

THENCE North 87 degrees 43 minutes 39 seconds East following the south line of said 75.0307 acre tract a distance of 2922.26 feet to a 1 inch iron pipe found for corner at an ell corner of said 75.0307 acre tract;

THENCE North 00 degrees 48 minutes 41 seconds West following the east line of said 75.0307 acre tract a distance of 3339.14 feet to a 60d nail found for corner in County Road No. 8;

THENCE North 88 degrees 19 minutes 00 seconds East following said County Road No. 8 a distance of 75.37 feet to a 60d nail found for corner in the south ROW line of said FM No. 455, said 60d nail also being in a curve to the left with a chord bearing of South 80 degrees 57 minutes 03 seconds East and a chord distance of 241.64 feet;

THENCE along said curve to the left following the south ROW line of said FM No. 455 through a central angle of 21 degrees 27 minutes 53 seconds a radius distance of 648.80 feet and an arc distance of 243.06 feet to a ½ inch iron rod set for corner;

THENCE North 88 degrees 19 minutes 00 seconds East following the south ROW line of FM No. 455 a distance of 483.09 feet to the POINT OF BEGINNING and containing 99.028 acres, more or less.

TRACT 6
38.545 Acres

BEING a tract of land situated in Collin County, Texas and being in the Henry Bentley Survey, Abstract No. 124 and being a part of that certain tract of land known as Tract One, conveyed to Clifford Gee McKnight, as recorded in Volume 2430, Page 665, of the Deed Records of Collin County, Texas, (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 1/4-inch iron pipe found for corner, said corner being in the south right-of-way line of F.M. Highway No. 455 (a public thoroughfare) and also being the northeast corner of a tract of land conveyed to Rex Glendenning, et ux, as recorded in Volume 4408, Page 1763, D.R.C.C.T.;

THENCE North 88 degrees 23 minutes 45 seconds East along said south right-of-way line, a distance of 885.98 feet to a 3/8-inch iron rod found for corner, said corner being the northwest corner of a tract of land conveyed to Hassan Badii, as recorded in Volume 2031, Page 943, D.R.C.C.T.;

THENCE South 00 degrees 48 minutes 00 seconds East along the west line of said Badii tract, and along the west line of a tract of land conveyed to Stephen Harold Mills, as recorded in Volume 4987, Page 3011, D.R.C.C.T. and the west line of a tract of land conveyed to the City of Celina, as recorded in Volume 4770, Page 2324, D.R.C.C.T., a distance of 2150.90 feet to a 5/8-inch iron rod found for an ell corner of said City of Celina tract;

THENCE South 89 degrees 02 minutes 12 seconds West along the most southerly north line of said City of Celina tract, a distance of 881.92 feet to a 1/2 -inch iron rod with cap stamped "ALLIANCE" found for corner, said corner being on the east line of the aforementioned Glendenning tract;

THENCE North 00 degrees 54 minutes 23 seconds West along the east line of said Glendenning tract, a distance of 2140.98 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 1,896,815 square feet or 43.545 acres of land, more or less.

SAVE & EXCEPT the following 5 acres

BEING all that certain tract or parcel of land situated in the H. BENTLEY SURVEY, Abstract No. 124 in the City of Celina, Collin County, Texas and being out of a 44.50 acre tract of land described in deed to Clifford Gee McKnight, recorded in Volume 2430, Page 665 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the southeast corner of said McKnight tract of land, being an ell corner for a 39.02 acre tract of land described in deed to the City of Celina, recorded in Volume 4770, Page 2324, D.R.C.C.T.;

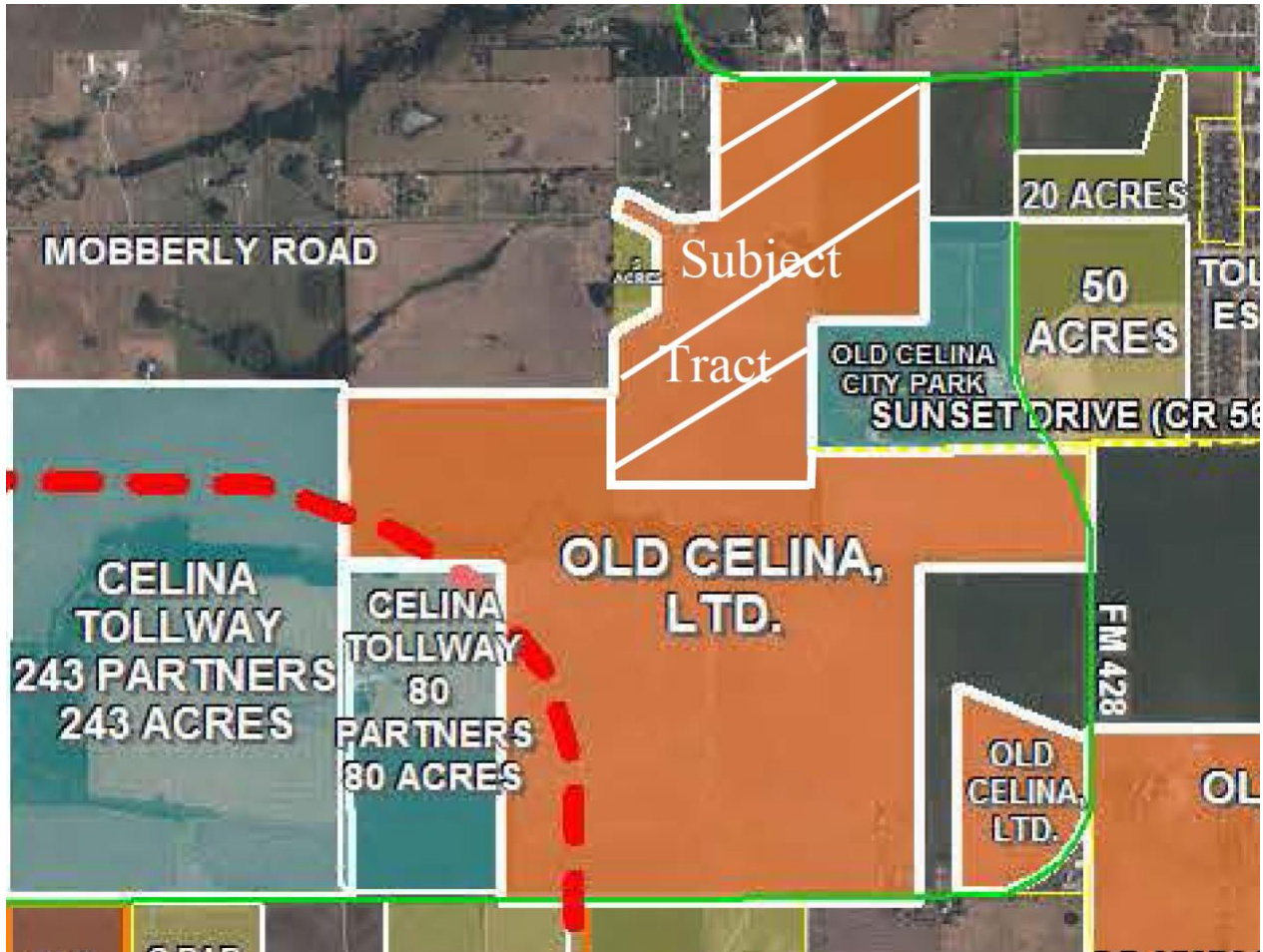
THENCE S 89°03'24" W, along the common line of said McKnight and City of Celina tracts, a distance of 881.83 feet to a 1/2-inch iron rod found for a corner on the easterly line of a 99.028 acre tract of land described in deed to Rex Glendenning, recorded in Volume 4408, Page 1763, D.R.C.C.T.;

THENCE N 01°05'22" W, along the common line of said McKnight and Glendenning tracts, a distance of 246.81 feet to a 1/2-inch capped iron rod (stamped "SRA 3225") set for a corner;

THENCE N 89°03'24" E, departing said common line, a distance of 883.07 feet to a 1/2-inch capped iron rod (stamped "SRA 3225") set for a corner on the westerly line of the aforesaid City of Celina tract of land;

THENCE S 00°48'00" E, along the common line of said McKnight and City of Celina tract, a distance of 246.81 feet to the POINT OF BEGINNING and containing 217,800 square feet or 5.000 acre of land, more or less.

Resulting in 38.545 acres of land, more or less.





Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Jason Laumer, City Manager
Date: May 14, 2019
Re:

Action Requested:

Consider and act an ordinance amending the City's Code of Ordinances; Chapter 13 Utilities, Article 13.03 Water and Sewers; Section 13.03.002 Water Connection and Meters. (Fourmentin)

Background Information:

The City of Celina Code of Ordinances, Chapter 13: Utilities; Article 13.03, Water and Sewers, Section 13.03.002 Water Connection and Meters states that a punitive fee will be put in place to deter individuals from tampering with a city's water system. The fee will be required to be paid in full once tampering has occurred. This serves as protection to the city's water supply in the event such tampering occurs.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

This fee will discourage the tampering of city water meters and related infrastructure.

Legal Review:

The City Attorney has reviewed.

Supporting Documents:

Proposed Ordinance

Staff Recommendation:

Approve

CITY OF CELINA, TEXAS

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 13 UTILITIES; ARTICLE 13.03 WATER AND SEWERS; SECTION 13.03.002 WATER CONNECTION AND METERS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, all legal notices, requirements and conditions were fulfilled prior to passing of this Ordinance; and

WHEREAS, the City has determined that it is necessary to amend its ordinances regarding tampering with water meters recover costs related to repair of tampered meters and to encourage compliance with the Code of Ordinances, pursuant to its authority in Texas Local Government Code § 552.0025(c).

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
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinances is in the best interests of the City of Celina, Texas, and of the public health, safety and welfare.

SECTION 3
AMENDMENTS

3.01 That the City of Celina Code of Ordinances, Chapter 13: Utilities; Article 13.03, Water and Sewers, Section 13.03.002, Water Connection and Meters is hereby amended by adding the following:

“(i) In the event the Director of Public Works determines that a person, firm or corporation has violated the prohibitions listed in § 13.03.002(f), the City may suspend water service on the subject account. The person,

firm or corporation named on the account must make a non-refundable deposit of either \$500 or the amount listed in the fee schedule located in Appendix A, whichever is higher, with the City before the City will restore service on the account.”

- 3.02 That all other portions of Chapter 13: Utilities; Article 13.03, Water and Sewers of the City of Celina Code of Ordinances are hereby affirmed.

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on 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 5 **SAVINGS CLAUSE**

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting water meter tampering within the City of Celina, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

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.

SECTION 7 **ENGROSSMENT AND ENROLLMENT**

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause 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 8 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

CITY OF CELINA, TEXAS - ORDINANCE NO. 2019-_____, Page 2

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this _____ day
of _____, 2019.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, City Attorney
City of Celina, Texas

Attachment: 20190303 Tampering_V2 (Ordinance Amendment Section 13.03.002 Water Connection and Meters)



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alan Fourmentin, Director of Public Works
 CC: Jason Laumer, City Manager
 Date: May 14, 2019
 Re:

Action Requested:

Consider and act upon approval of a Drought Contingency Plan (TCEQ PWS ID#0430004). (Fourmentin)

Background Information:

The City requests approval and adoption of the Celina Drought Contingency Plan.

Drought Contingency Plan

The purpose of the Drought Contingency Plan is to provide for drought contingency measures for the City of Celina as required by the Texas Commission on Environmental Quality (“TCEQ”) and the Upper Trinity Regional Water District (“UTRWD”). Such contingency measures may be needed during drought conditions, during an emergency and when water use approaches the Regional Treated Water System supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / system failure or contamination of the water supply source.

Board Review/Citizen Input:

N/A

Alternatives:

Council could choose to not approve the plan

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Drought Contingency Plan (Draft)
 Appendix A
 Ordinance

Staff Recommendation:

Approve



DROUGHT CONTINGENCY PLAN
PREPARED FOR CITY OF CELINA
TCEQ PWS ID#0430004

March 25, 2019

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APPENDICES

- A. TCEQ Minimum Requirements of a Drought Contingency Plan – Subchapter B, Rule 288.20
- B. Copy of Ordinance, order or resolution adopted by the City Council or Governing Board Implementing the Drought Contingency Plan
- C. Coordination with Regional Planning Group

1. Introduction and Objectives

The purpose of this Drought Contingency Plan (the “Plan”) is to provide for drought contingency measures for the City of Celina as required by the Texas Commission on Environmental Quality (“TCEQ”) and the Upper Trinity Regional Water District (“UTRWD”). Such contingency measures may be needed during drought conditions, during an emergency and when water use approaches the Regional Treated Water System (“System”) supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / system failure or contamination of the water supply source.

The City of Celina developed its original plans for drought contingency on April 13, 2009 later amended in 2014. This update of the Plan has been coordinated with the suggested model drought contingency plan prepared by UTRWD for its Members and Customers, such as the City of Celina, and is consistent with TCEQ’s model drought contingency plan and the latest requirements outlined below. The provisions and responses outlined in this Plan are intended to be uniformly applied among UTRWD’s Members and Customers.

The City of Celina uses the following source(s) of water: treated surface water supplied by UTRWD. The total combined amount from these sources is normally sufficient to provide water for residential and commercial customers and to maintain adequate reserve quantities and pressure from storage facilities to meet emergency and firefighting demands.

Drought is a frequent and inevitable factor in the climate of Texas. Therefore, it is vital to plan for the effect that droughts will have on the use, allocation and conservation of water in the region. Drought contingency planning is one critical element of a water supplier’s effort to reduce peak water demands and extend water supplies. The following are the central objectives of this Plan:

- Help assure reliability of water service to retail customers;
- Conserve the available water supply in times of drought and emergency;
- Maintain adequate water supplies for domestic use, sanitation and fire protection;
- Protect and preserve public health, welfare and safety;
- Minimize the adverse impacts of water supply shortages and
- Minimize the adverse impacts of emergency conditions affecting water supply.

2. Applicable Rules of Texas Commission on Environmental Quality

TCEQ rules governing the development of drought contingency plans for Municipal Uses by Public Water Suppliers, such as the City of Celina, are contained in Title 30, Part 1, Chapter 288, Subchapter B and Rule 288.20 of the Texas Administrative Code (“TAC”). A copy of these rules is included in Appendix A. The rules define a drought contingency plan as:

“A strategy or a combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.”

Minimum Drought Contingency Plan Requirements

The minimum requirements contained in the TAC for drought contingency plans are covered in this Plan as follows:

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Rule	Subject	Section
288.20(a)(1)(A)	Informing the Public & Providing Opportunity For Input	Section 3
288.20(a)(1)(B)	Provisions for Continuing Public Education & Information	Section 4
288.20(a)(1)(C)	Coordination with the Regional Water Planning Group	Section 10
288.20(a)(1)(D)	Criteria for Initiation Monitoring & Termination of Stages	Section 7
288.20(a)(1)(E)	Drought and Emergency Response Stages	Section 7
288.20(a)(1)(F)	Targets to be Achieved During Drought	Section 7
288.20(a)(1)(G)	Water Supply & Demand Mgmt Measures for Each Stage	Section 7
288.20(a)(1)(H)	Procedures for Initiation & Termination of Drought Stages	Section 7
288.20(a)(1)(I)	Procedures for Granting Variances	Section 8
288.20(a)(1)(J)	Procedures for Enforcement of Mandatory Restrictions	Section 9
288.20(a)(2)	Drought Plans for Privately-Owned Utilities	Section 12
288.20(a)(3)	Consultation with Wholesale Suppliers	Section 7
288.20(b)	Notification of Implementation of Mandatory Measures	Section 7
288.20(c)	Review & Update of Plan	Section 11

Also included in this Plan are statements of authorization (Section 5) and application (Section 6).

3. Public Involvement

The City of Celina previously provided opportunity for public input in the development of this Plan by the following means:

- Provided written notice of the draft Plan and the opportunity for the public to comment by newspaper or posted notice prior to adoption;
- Made the draft Plan available on the City of Celina's website;
- Provided a copy of the draft Plan to anyone requesting a copy and
- Held a public meeting at a time and location convenient to the public and provided written notice to the public concerning the draft Plan and meeting.

4. Provisions for Continuing Public Education and Information

The City of Celina will provide public information about the Plan at least annually, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by any of the following means:

- Prepare bulletins / newsletters describing the Plan and make said bulletins / newsletters available in utility bills, public facilities or other appropriate places;
- Make the Plan and its requirements available on the City of Celina's website;
- Include information about this Plan and water conservation on the City of Celina's website, and as part of its bulletins / newsletters, public service announcements and media reports and

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- Notify local organizations, schools and civic groups that the City of Celina staff members are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).

When provisions of the Plan are activated or when a drought response stage changes, the City of Celina will notify local media of the relevant issues, the appropriate drought response stage and the specific actions required of the public. The provisions of the Plan are mandatory and therefore, TCEQ shall be notified within five (5) business days. The information will also be publicized on the City of Celina's website. Billing inserts may also be used as appropriate means of disseminating information to the public.

5. Authorization

The City Manager or official designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety and welfare, and to comply with applicable regulations or contractual requirements. Except as otherwise provided in the Plan, the City Manager or official designee, shall have the authority to initiate, to enforce and to terminate the measures provided herein for a drought or other water supply emergency. The authority to implement and enforce the Drought Contingency Plan is established in Ordinance No. 2016-57, as provided in Appendix B.

6. Application

The provisions of this Plan shall apply to all persons, customers and property utilizing water provided by the City of Celina. The terms "person" and "customer" as used in the Plan include individuals, corporations, institutions, partnerships, associations and all other legal entities.

7. Drought Contingency Plan - - Emergency Response Stages

The City Manager, or official designee, may order the initiation or termination of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met as provided in this Section. The triggering criteria described below are based on the ability of the City of Celina to deliver treated water to its customers and / or the ability of UTRWD to deliver treated water to the City of Celina. Water supply and / or demand conditions are monitored by both the City of Celina and UTRWD on a regular basis to determine when conditions warrant initiation or termination of a drought response stage.

7.1 Initiation of Drought Response Stages

The following actions will be taken when a drought response stage is initiated:

- The public will be notified through local media, the City of Celina's website and other appropriate methods as described in Section 3 above;
- Unless otherwise implemented by UTRWD, the City of Celina will notify UTRWD by telephone with a follow-up letter, e-mail or fax to confirm implementation of any drought response stage and to provide relevant details and

- The City of Celina will also notify the Executive Director of the TCEQ within five (5) business days.

When specific drought response stages are announced by UTRWD, the City of Celina and other entities receiving water from UTRWD are required to implement the appropriate measures. For other trigger conditions not announced by UTRWD, the City Manager or official designee, may implement contingency measures based on local conditions affecting the City of Celina; or for good cause may decide not to order the implementation of a drought response stage or water emergency even though one or more trigger criteria for the stages are met. Various factors are taken into account when making a decision about such stages, including circumstances unique to the City of Celina, the time of the year, weather conditions, the anticipation of replenished water supplies, use of an alternate water resource or the anticipation that additional facilities will become available on a timely basis to meet needs. The reason for such decision will be documented and communicated to UTRWD for the record.

7.2 Termination of Drought Response Stages

The following actions will be taken when a drought response stage is terminated:

- The public will be notified through local media, the City of Celina's website and other appropriate methods as described in Section 3 above;
- UTRWD will be notified by telephone with a follow-up letter, e-mail or fax to confirm the particular drought response stage has been terminated and
- The City of Celina will also notify the Executive Director of the TCEQ within five (5) business days

The City Manager or official designee, may decide not to order the termination of a drought response stage or water emergency even though the conditions for termination of the stage are met. Various factors could influence such a decision about whether to end a specific stage, including circumstances unique to the City of Celina, the time of the year, weather conditions, and conditions within the local water distribution system or anticipation of other relevant factors that warrant continuation of measures for the drought stage. The reason for such decision will be documented and communicated to UTRWD for the record.

7.3 Drought and Emergency Response Stages

A. **Stage 1 – Water Watch**

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has announced Stage 1 – Water Watch, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 75% (25% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 80% (20% depleted) during the time period from November 1 to March 31; or

- Dallas Water Utilities (a source of raw water to UTRWD) has initiated Stage 1 and given notice to UTRWD; or
- UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 1; or
- Water demand has reached or exceeded 80% of delivery capacity for three consecutive days; or
- Water demand is approaching a level that will cause a reduced delivery capacity for all or part of the distribution system, as determined by the City of Celina or
- The water supply system has a significant limitation due to failure of or damage to important water system components.

Goal

Stage 1 is intended to raise public awareness of potential drought and water emergency problems. The goal for water use reduction under Stage 1 is five percent (5%) of total daily water use that otherwise would have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to conserve water through mandatory and voluntary measures, and to comply with restrictions on certain non-essential water use as provided below. Specific measures to be implemented during the stage will be determined by the City of Celina's City Manager or official designee. The City Manager or official designee, may also take other actions not listed, if deemed necessary.

- Require reduction of water use through mandatory, maximum two-days-per-week landscape irrigation schedule for automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.

Twice Per Week Watering Schedule

Last Digit of Address	Allowed Landscape Watering Days
1, 3, 5, 7, 9	Saturday and Wednesday
0, 2, 4, 6, 8	Sunday and Thursday

- Require reduction of water use through mandatory time-of-day landscape irrigation schedule. No outdoor watering with automatic irrigation systems and hose-end sprinklers can occur from 10:00 a.m. to 6:00 p.m. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
- Restrict washing of any motor vehicle, motorbike, boat, trailer, airplane or other vehicle to the use of a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash facility or commercial service station. Companies with an automated on-site vehicle washing facility may wash its vehicles at any time.
- Encourage reduction in frequency of draining and refilling swimming pools.
- Encourage customers to avoid waste during recreational use (water used for leisure and entertainment purposes) from faucets, hoses or hydrants.
- Increase public education efforts on ways to reduce water use.
- Review internal operational conditions and capabilities by the City of Celina and intensify efforts on leak detection and repair.
- Be alert to internal non-essential water use by the City of Celina (examples include vehicle washing, operation of ornamental fountains, landscape uses for parks or medians, etc.).

Termination

Stage 1 may terminate when UTRWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 – Water Watch no longer prevail.

B. Stage 2 – Water Warning

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has initiated Stage 2 – Water Warning, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 60% (40% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 65% (35% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities has initiated Stage 2 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 2; or
- Water demand has reached or exceeded 85% of delivery capacity for three consecutive days; or

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- Water demand has reached a level that is causing a reduced delivery capacity for all or part of the distribution system, as determined by the City of Celina; or
- The water supply system is unable to deliver water at normal rates due to failure of or damage to major water system components or
- A significant deterioration in the quality of a water supply, being affected by a natural or man-made source.

Goal

The goal for water use reduction under Stage 2 is a ten percent 10% reduction in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to continue following the mandatory measures to conserve water and to comply with restrictions on certain non-essential water uses as provided below. Specific measures to be implemented during this stage will be determined by the City Manager or official designee. The City Manager or official designee, may also take other actions not listed, if deemed necessary. All requirements of Stage 1 shall remain in effect during this Stage 2, plus the following incremental or new measures:

- Require reduction of water use through mandatory maximum one-day-per-week landscape irrigation schedule. This includes irrigation of landscaped areas with automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.

Once Per Week Watering Schedule (For Drought Contingency Plan Stage 2 Water Warning)

Last Digit of Address	Allowed Landscape Watering Days
1, 3	Monday
0, 2	Tuesday
5, 7	Wednesday
4, 6	Thursday
9	Friday
8	Saturday
Sunday – No Watering (Storage Recovery Day)	

- Prohibit recreational water use (water used for leisure and entertainment purposes) including use of faucets or hoses in such a manner that creates runoff or other wastes.
- Encourage further reduction in draining and filling of swimming pools.
- Further accelerate public education efforts on ways to reduce water use.
- Continue intensified leak detection and repair activities by the City of Celina on water pipes and mains.
- Reduce internal water use by the City of Celina, by restricting of no hosing off paved areas, buildings, windows or other hard surfaces and no vehicle washing except on the premises of a commercial car wash.
- Encourage retail customers to wait until the current drought or water emergency situation has passed before establishing new landscaping.
- Initiate engineering studies to evaluate alternatives to mitigate drought conditions should conditions worsen.
- The City of Celina is restricted to day-of-week and time-of-day landscape watering schedule except for parks and golf courses.
- Require reduction of water use through day-of-week landscape watering schedule for parks and golf courses.
- Announce enforcement efforts and penalties for noncompliance. Enforcement to be primarily based on complaints being received.

Termination

Stage 2 may terminate when UTRWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail. Upon termination of Stage 2, Stage 1 – Water Watch will remain in effect unless otherwise announced by the City of Celina or UTRWD.

C. Stage 3 – Water Emergency

Requirements for Initiation

The following are key conditions, any one of which may trigger Stage 3:

- UTRWD has initiated Stage 3 – Water Emergency, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 45% (55% depleted) during the time period from April 1 to October 31; or

- The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 50% (50% depleted) during the time period from November 1 to March 31; or
- Dallas Water Utilities has initiated Stage 3 and given notice to UTRWD; or
- UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 3; or
- Water demand has reached or exceeded 90% of delivery capacity for three consecutive days; or
- Water demand **exceeds** the delivery capacity for all or part of the distribution system, as determined by the City of Celina; or
- Water supply system is unable to deliver water in adequate quantities due to failure of or damage to major water system components; or
- Interruption of one or more water supply source(s).
- Natural or man-made contamination of the water supply source that threatens water availability.

Goal

The goal for water use reduction under Stage 3 is a reduction of twenty percent 20% in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Customers will comply with the requirements and mandatory restrictions on non-essential and other water uses as provided below. Specific measures to be implemented during this stage will be determined by the City Manager or official designee. The City Manager or official designee, may also take other actions not listed, if deemed necessary. All requirements of Stage 1 and Stage 2 shall remain in effect during this Stage 3, plus the following incremental or new measures:

- Outdoor irrigation is prohibited. Irrigation of landscaped areas and building foundations is permitted one day per week between 6:00 p.m. and 6:00 a.m. if it is by means of a hand-held hose, drip irrigation or soaker hose systems.

Once Per Week Watering Schedule

(For Drought Contingency Plan Water Emergency - hand-held hose, drip irrigation or soaker hose systems.)

Last Digit of Address	Allowed Landscape Watering Days
1, 3	Monday
0, 2	Tuesday
5, 7	Wednesday
4, 6	Thursday
9	Friday
8	Saturday
Sunday – No Watering (Storage Recovery Day)	

- Use of water to wash any motor vehicle, motorbike, boat, trailer or other vehicle not occurring on the premises of a commercial vehicle wash facility or commercial service stations is prohibited. Further, such washing may be exempt from these requirements if the health, safety and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and commercial vehicles used to transport food and perishables.
- Prohibit the filling, draining and refilling of water to swimming pools, wading pools, hot tubs, spas and ornamental ponds except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation.
- Suspend issuance of permits for new swimming pools, hot tubs, spas and ornamental ponds.
- Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
- Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality.
- Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. Exception for golf course greens and tee boxes which may be hand watered as needed. Variances may be granted by the water provider under special circumstances.
- Prohibit non-essential internal water use by the City of Celina, except where water is supplied from treated wastewater effluent.
- No restrictions on commercial nurseries, construction, patio misters, and for dust abatement.

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- Step-up enforcement activities.
- Implement utilization of alternative water sources if available.

Termination

Stage 3 may terminate when UTRWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail. Upon termination of Stage 3, Stage 2 – Water Warning will be initiated, unless otherwise announced by the City of Celina or UTRWD.

8. Variances

The City Manager or official designee, may grant temporary variances for existing water uses otherwise prohibited under this Plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation or fire safety for the public or the person requesting the variance;
- Compliance with this Plan cannot be accomplished due to technical or other limitations and
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances may be granted or denied at the discretion of the City Manager or official designee. However, no variances shall be granted under any circumstance if the City of Celina is in Stage 3 Water Emergency. All petitions for variances should be in writing and should include the following information:

- Name and address of the owner and a licensed Texas irrigator responsible for the variance;
- Purpose of water use;
- Specific provisions from which relief is requested;
- Detailed statement of the adverse effect of the provision from which relief is requested;
- Description of the relief requested including a proposed irrigation plan;
- Monthly report verifying the goal reductions;
- Period of time for which the variance is sought;
- On-call personnel with contact information for 24-hour a day repair response within one hour of notice;
- Alternative measures that will be taken to reduce water use;
- Other pertinent information.

9. Enforcement

Mandatory water use restrictions are imposed in Stages 1, 2 and 3 of the Plan. These mandatory water use restrictions will be enforced by any combination of warnings, reconnection fees, suspension of service, monetary penalties, citations and fees as follows and authorized by the governing body:

- On the first violation, customers will be notified by a sign or door-hanger that they have violated the mandatory water use restriction;
- On the second violation, the City of Celina may request the resident to disconnect its irrigation system; or, if the resident doesn't comply with said request, the City of Celina may disconnect said irrigation system. In addition, City of Celina may post notification of violation with reconnection fees and possible monetary penalties;
- On the third violation, the City of Celina will disconnect water service and post notification of violation with reconnection fees, fines and / or citations;
- The City of Celina maintains the right, at any violation level, to disconnect irrigation systems and / or total water services to a customer with reconnection fees and possible monetary penalties authorized by action of the governing body and
- The City Manager or official designee may implement any provision of the enforcement process of this Plan.
- Any police officer having jurisdiction may issue a citation for any violation.
- A person commits an offense if the person knowingly or unknowingly allows the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by city manager, in accordance with provisions of this plan.
- Any person who violates this plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$500.00 and not more than \$2,000.00. Each day that one or more of the provisions in this plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this plan, the city manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$25.00, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city manager that the same action shall not be repeated while the plan is in effect. Compliance with this plan may also be sought through injunctive relief in the appropriate court.
- Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the

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parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this plan and that the parent could not have reasonably known of the violation.

- Any employee of the city, police officer, or other employee designated by the city manager, may issue a citation to a person he/she reasonably believes to be in violation of this division. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the city municipal court on the date shown on the citation. A summons to appear may be issued in lieu of an arrest warrant.

10. Coordination with Regional Water Planning Group, UTRWD and Others

The City of Celina has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD's drought contingency plan. The City of Celina sent a copy of the draft ordinance(s) or resolution(s) implementing the Plan to UTRWD for review and approval. After adoption, the City of Celina sent the final ordinance(s) or resolution(s) and the Plan to UTRWD. Appendix C includes a copy of a letter sent to the Chair of the Region C Water Planning Group along with the City of Celina's Plan.

11. Review and Update of Drought Contingency Plan

As required by TCEQ rules, the City of Celina will review and update this Plan every five years. The Plan will be updated as appropriate based on new or updated information, such as the adoption or revision of the regional water plan, or based on new or updated information related to the City of Celina's service area, population, water supply, transmission system and, for compliance with UTRWD requirements. The next revision of the drought contingency plan must be prepared, adopted and submitted to TCEQ's Executive Director not later than May 1, 2012. Any revised Plan must be submitted to TCEQ within 90 days of adoption by the community water system.

12. Current and Future Expansion Projects of the Water Distribution System

Currently a 6 (six) million gallon ground storage tank is pending design that will be located at the Celina Road Pump Station, to meet current and future potable water demands. The ground storage tank will ensure that potable water storage for the City of Celina meets the Texas Administrative Codes pertaining to potable water storage capacities.

APPENDIX A

**TCEQ Minimum Requirements of a
Drought Contingency Plan for Municipal Uses by Public Water Suppliers
(Subchapter B, Rule §288.20)
Effective October 7, 2004**

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

- (i) reduction in available water supply up to a repeat of the drought of record;
- (ii) water production or distribution system limitations;
- (iii) supply source contamination; or
- (iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

- (i) curtailment of non-essential water uses; and
- (ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.

(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.

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- (b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.
- (c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

DRAFT

APPENDIX B

**Copy of Ordinance or Resolution Adopted
by City Council or Governing Body
(insert here)**

DRAFT

Attachment: Final Draft Water Drought Contingency Plan 03222019 (002) (Adoption of Celina Drought Contingency Plan)

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2016-57**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, REPEALING ORDINANCE NO. 2005-20, AN ORDINANCE ALLOWING FOR THE ESTABLISHMENT OF RULES AND PROCEDURES FOR RATIONING, CURTAILING AND CONTROLLING OUTDOOR WATER USAGE AND ADOPTING A NEW ORDINANCE IN ITS PLACE IMPLEMENTING A DROUGHT CONTINGENCY PLAN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR ADOPTION OF THE PLAN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVING AND EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City") is a Home Rule municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, on April 19, 2005 the City passed Ordinance No. 2005-20, known as the drought control ordinance, in order to protect and guarantee an adequate water supply for the safety of the citizens of the City of Celina, Texas.

WHEREAS, the City desires to repeal Ordinance No. 2005-20 and adopt a new Ordinance implementing a Drought Contingency Plan in the City of Celina, Texas.

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
ADOPTION OF PLAN**

The City Council of the City of Celina, Texas, does hereby adopt the Drought Contingency Plan (the "Plan") attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 3
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except those instances where there are direct conflicts with the provisions of this Ordinance; provided, however, that Ordinance No. 2005-20 shall be and is hereby repealed. 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 Ordinance No. 2005-20 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 4
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of Ordinance No. 2005-20 or any other ordinance affecting rationing, curtailing and controlling outdoor water usage 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 5
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 this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6
PENALTY

Any person violating any of the provisions of the Plan adopted by this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction shall be punished by a fine in accordance with the general penalty provision in Section 1.106 of the City of Celina Code of Ordinances, and as otherwise provided in the Plan.

SECTION 7
PUBLICATION

The City Secretary of the City of Celina is hereby directed to publish the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Texas Local Government Code

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 descriptive Caption in the minutes of the City Council and by filing this Ordinance in the ordinance records of the City.

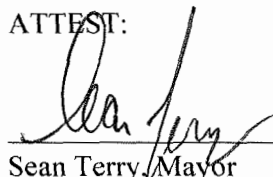
SECTION 9
EFFECTIVE DATE

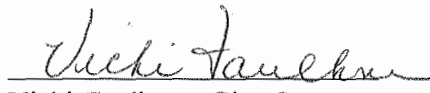
This Ordinance shall become effective from and after its date of adoption and publication as provided by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 9 day of August, 2016.

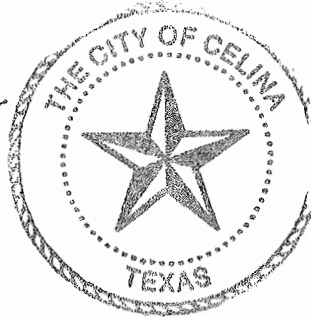
ATTEST:


Sean Terry, Mayor
City of Celina, Texas


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]


Lance Vanzant, City Attorney
City of Celina, Texas



APPENDIX A

**DROUGHT CONTINGENCY PLAN
FOR THE CITY OF CELINA
MAY, 2016**

Section I: Declaration of Policy, Purpose, and Intent

The purpose of this Drought Contingency Plan (the “Plan”) is to provide drought contingency measures for the City of Celina, Tx as required by Upper Trinity Regional Water District (“UTRWD”). These contingency measures may be needed during drought conditions, emergencies at both City and/or UTRWD levels, and when water use approaches the Regional Treated Water System (“System”) supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / System failure or contamination of the water supply source at both City and/or UTRWD levels.

The overall objective of this Plan is:

1. To help assure reliability of water service to Customers;
2. To conserve the available water supply in times of drought and emergency;
3. To maintain adequate water supplies for domestic use, sanitation, and fire protection;
4. To protect and preserve public health, welfare, and safety;
5. To minimize the adverse impacts of water supply shortages; and
6. To minimize the adverse impacts of emergency conditions affecting water supply

Water uses regulated or prohibited under this Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Celina by means of postings in public places, and/or information provided by means of local newspapers.

Section III: Public Education

The City of Celina will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of local newspapers and published on the City’s website as well.

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Celina is located within the Region C. Upon revision of the plan the City of Celina will provide a copy of this plan to Region C; in which the City’s service area lies and

the Upper Trinity Regional Water District; the City's wholesale water supplier.

Section V: Authorization

The City Manager is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, upon the Mayor's written approval, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Celina. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

City: the City of Celina, Texas.

City Manager: the Manager or the Manager's designated representative.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses

Customer: any person, company, or organization using water supplied by the City of Celina.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Drought: generally a lack of adequate water to supply needs or replenish supplies used.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Household: the residential premises served by the customer's meter.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

**CITY OF CELINA, TEXAS
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SECTION 3
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except those instances where there are direct conflicts with the provisions of this Ordinance; provided, however, that Ordinance No. 2005-20 shall be and is hereby repealed. 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 Ordinance No. 2005-20 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 4
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of Ordinance No. 2005-20 or any other ordinance affecting rationing, curtailing and controlling outdoor water usage 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 5
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 this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6
PENALTY

Any person violating any of the provisions of the Plan adopted by this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction shall be punished by a fine in accordance with the general penalty provision in Section 1.106 of the City of Celina Code of Ordinances, and as otherwise provided in the Plan.

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2016-57**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, REPEALING ORDINANCE NO. 2005-20, AN ORDINANCE ALLOWING FOR THE ESTABLISHMENT OF RULES AND PROCEDURES FOR RATIONING, CURTAILING AND CONTROLLING OUTDOOR WATER USAGE AND ADOPTING A NEW ORDINANCE IN ITS PLACE IMPLEMENTING A DROUGHT CONTINGENCY PLAN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR ADOPTION OF THE PLAN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVING AND EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City") is a Home Rule municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, on April 19, 2005 the City passed Ordinance No. 2005-20, known as the drought control ordinance, in order to protect and guarantee an adequate water supply for the safety of the citizens of the City of Celina, Texas.

WHEREAS, the City desires to repeal Ordinance No. 2005-20 and adopt a new Ordinance implementing a Drought Contingency Plan in the City of Celina, Texas.

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
ADOPTION OF PLAN**

The City Council of the City of Celina, Texas, does hereby adopt the Drought Contingency Plan (the "Plan") attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 3
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except those instances where there are direct conflicts with the provisions of this Ordinance; provided, however, that Ordinance No. 2005-20 shall be and is hereby repealed. 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 Ordinance No. 2005-20 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 4
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of Ordinance No. 2005-20 or any other ordinance affecting rationing, curtailing and controlling outdoor water usage 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 5
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 this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6
PENALTY

Any person violating any of the provisions of the Plan adopted by this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction shall be punished by a fine in accordance with the general penalty provision in Section 1.106 of the City of Celina Code of Ordinances, and as otherwise provided in the Plan.

SECTION 7
PUBLICATION

The City Secretary of the City of Celina is hereby directed to publish the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Texas Local Government Code

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 descriptive Caption in the minutes of the City Council and by filing this Ordinance in the ordinance records of the City.

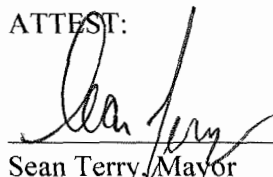
SECTION 9
EFFECTIVE DATE

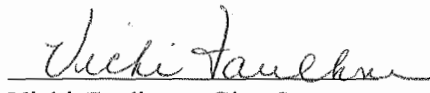
This Ordinance shall become effective from and after its date of adoption and publication as provided by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 9 day of August, 2016.

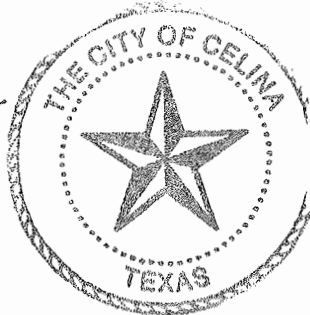
ATTEST:


Sean Terry, Mayor
City of Celina, Texas


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]


Lance Vanzant, City Attorney
City of Celina, Texas



APPENDIX A

**DROUGHT CONTINGENCY PLAN
FOR THE CITY OF CELINA
MAY, 2016**

Section I: Declaration of Policy, Purpose, and Intent

The purpose of this Drought Contingency Plan (the “Plan”) is to provide drought contingency measures for the City of Celina, Tx as required by Upper Trinity Regional Water District (“UTRWD”). These contingency measures may be needed during drought conditions, emergencies at both City and/or UTRWD levels, and when water use approaches the Regional Treated Water System (“System”) supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / System failure or contamination of the water supply source at both City and/or UTRWD levels.

The overall objective of this Plan is:

1. To help assure reliability of water service to Customers;
2. To conserve the available water supply in times of drought and emergency;
3. To maintain adequate water supplies for domestic use, sanitation, and fire protection;
4. To protect and preserve public health, welfare, and safety;
5. To minimize the adverse impacts of water supply shortages; and
6. To minimize the adverse impacts of emergency conditions affecting water supply

Water uses regulated or prohibited under this Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Celina by means of postings in public places, and/or information provided by means of local newspapers.

Section III: Public Education

The City of Celina will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of local newspapers and published on the City’s website as well.

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Celina is located within the Region C. Upon revision of the plan the City of Celina will provide a copy of this plan to Region C; in which the City’s service area lies and

the Upper Trinity Regional Water District; the City's wholesale water supplier.

Section V: Authorization

The City Manager is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, upon the Mayor's written approval, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Celina. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

City: the City of Celina, Texas.

City Manager: the Manager or the Manager's designated representative.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses

Customer: any person, company, or organization using water supplied by the City of Celina.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Drought: generally a lack of adequate water to supply needs or replenish supplies used.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Household: the residential premises served by the customer's meter.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2016-57**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, REPEALING ORDINANCE NO. 2005-20, AN ORDINANCE ALLOWING FOR THE ESTABLISHMENT OF RULES AND PROCEDURES FOR RATIONING, CURTAILING AND CONTROLLING OUTDOOR WATER USAGE AND ADOPTING A NEW ORDINANCE IN ITS PLACE IMPLEMENTING A DROUGHT CONTINGENCY PLAN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR ADOPTION OF THE PLAN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVING AND EFFECTIVE DATE.

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ADOPTION OF PLAN**

The City Council of the City of Celina, Texas, does hereby adopt the Drought Contingency Plan (the "Plan") attached hereto as Exhibit "A" and incorporated herein for all purposes.

Attachment: Final Draft Water Drought Contingency Plan 03222019 (002) (Adoption of Celina Drought Contingency Plan)

SECTION 3
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except those instances where there are direct conflicts with the provisions of this Ordinance; provided, however, that Ordinance No. 2005-20 shall be and is hereby repealed. 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 Ordinance No. 2005-20 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.

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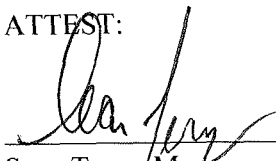
SECTION 9
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of adoption and publication as provided by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 9 day of August, 2016.

ATTEST:


Sean Terry, Mayor
City of Celina, Texas


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]


Lance Vanzant, City Attorney
City of Celina, Texas



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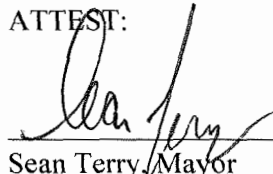
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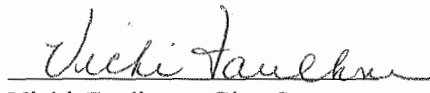
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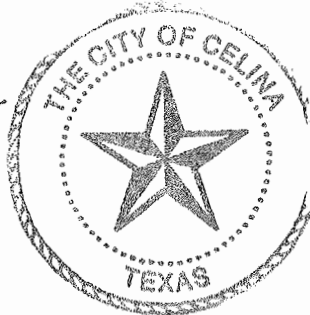
ATTEST:


Sean Terry, Mayor
City of Celina, Texas


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]


Lance Vanzant, City Attorney
City of Celina, Texas



APPENDIX A

**DROUGHT CONTINGENCY PLAN
FOR THE CITY OF CELINA
MAY, 2016**

Section I: Declaration of Policy, Purpose, and Intent

The purpose of this Drought Contingency Plan (the “Plan”) is to provide drought contingency measures for the City of Celina, Tx as required by Upper Trinity Regional Water District (“UTRWD”). These contingency measures may be needed during drought conditions, emergencies at both City and/or UTRWD levels, and when water use approaches the Regional Treated Water System (“System”) supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / System failure or contamination of the water supply source at both City and/or UTRWD levels.

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1. To help assure reliability of water service to Customers;
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5. To minimize the adverse impacts of water supply shortages; and
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Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Celina by means of postings in public places, and/or information provided by means of local newspapers.

Section III: Public Education

The City of Celina will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of local newspapers and published on the City’s website as well.

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Celina is located within the Region C. Upon revision of the plan the City of Celina will provide a copy of this plan to Region C; in which the City’s service area lies and

the Upper Trinity Regional Water District; the City's wholesale water supplier.

Section V: Authorization

The City Manager is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, upon the Mayor's written approval, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

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The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Celina. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

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Drought: generally a lack of adequate water to supply needs or replenish supplies used.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Household: the residential premises served by the customer's meter.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

1. Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.
3. Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced area other than for the purpose of firefighting.
4. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
5. Flushing gutters or permitting water to run or accumulate in any gutter or street;
6. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, Jacuzzis and hot tubs which is not to maintain their structural integrity, proper operation and maintenance or to alleviate a public safety risk.
7. Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
8. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s);
9. Use of water from hydrants for construction purposes or any other purposes other than firefighting;
10. Use of water for dust control.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Persons per household: those persons currently physically residing at the premises and expected to reside there for the entire billing period.

Rationing: limiting the amount of water that can be used.

Restrictions: limiting how and when water may be used.

Wholesale Water Supplier: The Upper Trinity Water District

SECTION VIII: Drought Contingency Response Stages

8.1 Initiation of Drought Response

The City manager may order the implementation of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met as provided in this Plan. The following actions will be taken when a drought response stage is initiated:

1. The customers will be notified through local media, the City's web site and social media pages, and other appropriate methods.
2. The City will notify the wholesale water supplier if the situation is to affect only Celina.

8.2 Termination of a Drought Response Stages

The City manager may order the termination of a drought response stage or water emergency when the conditions for termination are met as provided herein. The following actions will be taken when a drought response stage is terminated:

1. The customers will be notified through local media, the City's web site and social media pages, and other appropriate methods.
2. The City will notify wholesale water supplier if the situation affected only Celina.

8.3 Drought and Emergency Response Stages

A. Stage 1 – Water Watch

1. Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.
3. Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced area other than for the purpose of firefighting.
4. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
5. Flushing gutters or permitting water to run or accumulate in any gutter or street;
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7. Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
8. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s);
9. Use of water from hydrants for construction purposes or any other purposes other than firefighting;
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Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

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The City manager may order the implementation of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met as provided in this Plan. The following actions will be taken when a drought response stage is initiated:

1. The customers will be notified through local media, the City's web site and social media pages, and other appropriate methods.
2. The City will notify the wholesale water supplier if the situation is to affect only Celina.

8.2 Termination of a Drought Response Stages

The City manager may order the termination of a drought response stage or water emergency when the conditions for termination are met as provided herein. The following actions will be taken when a drought response stage is terminated:

1. The customers will be notified through local media, the City's web site and social media pages, and other appropriate methods.
2. The City will notify wholesale water supplier if the situation affected only Celina.

8.3 Drought and Emergency Response Stages

A. Stage 1 – Water Watch

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

1. Water demand is approaching a level that will cause a reduced delivery capacity for all or part of the supply system, as determined by City; or
2. Water demand has reached or exceeded 80% of delivery capacity for three consecutive days; or
3. Major repairs on storage tanks (elevated and underground) lasting more than twenty four hours; or
4. Water system failure/emergency (equipment failure, water main breaks/cuts, power outages) lasting more than twenty four hours; or
5. Wholesale water supplier has initiated Stage 1 and given notice to the City; or
6. Supply source contamination.

Goal

Stage 1 is intended to raise customers' awareness of potential drought and/or water emergency problems. The goal for water use reduction under Stage 1 is ten percent (10%) of total daily water use that otherwise would have occurred in the absence of these drought contingency measures.

Water Use Restrictions for Reducing Demand

Specific measures to be implemented during the stage will be determined by the City manager and may also take other actions not listed if deemed necessary.

1. Outdoor irrigation is limited to no more than two-days-per-week and is mandatory under this Water Watch stage for automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
2. The time-of-day and other factors affecting landscape irrigation included in the water conservation plan becomes mandatory in this stage. No outdoor watering with automatic irrigation systems and hose-end sprinklers can occur from 10:00 a.m. to 6:00 p.m. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
3. Even numbered addresses and odd numbered addresses are encouraged to irrigate on even and odd days of the month respectively with the irrigation limited to fifteen (15) minutes per station two days per week.
4. Washing of any motor vehicle, motorbike, boat, trailer, airplane or other vehicle shall be restricted to the use of a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash facility or commercial service station. Companies with an automated on-site vehicle washing facility may wash its vehicles at any time.
5. All customers are encouraged to reduce the frequency of draining and refilling swimming pools.
6. No filling or refilling of ornamental fountains and ponds.
7. The City will review operational conditions and capabilities, and intensify efforts on leaks detection and repairs;
8. The City shall initiate appropriate elements of UTRWD measures if stage 1 was initiated by the Wholesale water supplier.
9. Water customers are requested to voluntarily reduce their water use the irrigation of

landscaped areas as follows:

Termination

Stage 1 may be rescinded when the circumstances that caused its initiation no longer prevail

B. Stage 2 – Water Warning

Requirements for Initiation

1. Water demand has reached or exceeded 85% of delivery capacity for three consecutive days; or
2. Water demand is approaching a level that will cause a reduced delivery capacity for all or part of the supply system, as determined by City; or
3. Major repairs on storage tanks (elevated and underground) lasting more than two days; or
4. The supply system is unable to deliver water at normal rates due to failure of, or damage to, major water supply system components; or
5. A significant deterioration in the quality of a water supply, being affected by a natural or man-made source; or
6. The City manager with concurrence of the Public works department finds that conditions warrant the declaration of stage 2
7. The wholesale water supplier has initiated Stage 2 and given notice to the City.

Goal

The goal for water use reduction under Stage 2 is twenty percent (20%) of the total daily water use that otherwise would have occurred in the absence of these drought contingency measures.

Water Use Restrictions for Demand Reduction

Specific measures to be implemented during this stage will be determined by the City manager and may also take other actions not listed, if deemed necessary. All requirements of Stage 1 shall remain in effect during this Stage 2, plus the following incremental or new measures.

1. Outdoor irrigation is limited to no more than one-day-per-week and is mandatory under this Water Warning stage for automatic irrigation systems and hose-end sprinklers. This includes irrigation of landscaped areas with automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
2. Even numbered addresses and odd numbered addresses are encouraged to irrigate on even and odd days of the month respectively with the irrigation limited to ten (10) minutes per station once a week.
3. Recreational water use (water used for leisure and entertainment purposes) including use of faucets or hoses in such a manner that creates runoff or other wastes shall be prohibited.
4. All customers are encouraged to further reduce the frequency of draining and refilling of swimming pools.
5. City will further accelerate education efforts on ways to reduce water use;
6. High alert for leak detection and repair activities on supply facilities;
7. Customers are encouraged to wait until the current drought or water emergency situation has

- passed before establishing new landscaping;
8. Use of water from hydrants shall be limited to firefighting related activities, or other activities necessary to maintain public health, safety, and welfare.
 9. Use of water from designated fire hydrants for construction purposes unless allowed under special permit from the City of Celina shall be prohibited.
 10. Use of water for the irrigation of golf course greens, tee boxes, and fairways is prohibited. However, if the golf course utilizes a water source other than that provided by the City of Celina, the facility shall not be subject to these regulations.
 11. All restaurants are prohibited from serving water to its patrons except when requested.

Termination

Stage 2 may terminate when the circumstances that caused its initiation no longer prevail. Upon termination of Stage 2, Stage 1 will remain in effect, unless otherwise announced by the City.

C. Stage 3 – Water Emergency

Requirements for Initiation

The following are key conditions, any one of which may trigger Stage 3:

1. Water demand has reached or exceeded 90% of delivery capacity for three consecutive days; or
2. Water demand is approaching a level that will cause a reduced delivery capacity for all or part of the supply system, as determined by City; or
3. Major repairs on storage tanks (elevated and underground) lasting more than five days; or
4. The supply system is unable to deliver water at normal rates due to failure of, or damage to, major water supply system components; or
5. A significant deterioration in the quality of a water supply, being affected by a natural or man-made source; or
6. The City manager with concurrence of the Public works department finds that conditions warrant the declaration of stage 3
7. The wholesale water supplier has initiated Stage 3 and given notice to the City.

Goal

The goal for water use reduction under Stage 3 is forty percent (40%) of the total daily water use that otherwise would have occurred in the absence of these drought contingency measures.

Water Use Restrictions for Reducing Demand

Specific measures to be implemented during this stage will be determined by the City manager and may also take other actions not listed, if deemed necessary. All requirements of Stages 1 and 2 shall remain in effect during this Stage 3, plus the following incremental or new measures.

Mandatory reduction measures include:

1. Non-essential water use by Customer is substantially restricted; or
2. City shall suspend issuance of permits for new swimming pools, hot tubs, spas and ornamental ponds; or
3. City shall Step up enforcement activities;
4. Outdoor irrigation is prohibited.
5. Irrigation of trees and building foundations is permitted one day per week and between 6:00

- p.m. and 6:00 a.m. if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
6. Use of water to wash any motor vehicle, motorbike, boat, trailer or other vehicle not occurring on the premises of a commercial vehicle wash facility or commercial service stations is prohibited. Further, such washing may be exempt from these requirements if the health, safety and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and commercial vehicles used to transport food and perishables.
 7. Filling, draining, and refilling of existing swimming pools, wading pools, Jacuzzis and hot tubs except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk is prohibited. Existing pools may add water to or replace losses from normal use and evaporation
 8. Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
 9. Operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality is prohibited.
 10. Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. Exception for golf course greens and tee boxes which may be hand watered as needed. Variances may be granted by the City under special circumstances.

Termination

Stage 3 may terminate when the circumstances that caused its initiation of Stage 3 no longer prevail. Upon termination of Stage 3, Stage 2 will remain in effect, unless otherwise provided by Upper Trinity.

SECTION IX: Procedure for Curtailment/Rationing of Water Supplies

In the event that water shortage conditions threaten public health, safety, and welfare, the City Manager upon the Mayor's written approval, is hereby authorized to ration water according to the following water allocation plan:

A. Single-Family Residential Customers

1. The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

2. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the City of Celina of a greater number of persons per household on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If however, a customer does not receive such a

form, it shall be the customer's responsibility to go to the City of Celina offices to complete and sign the form claiming more than two persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager.

3. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of Celina on such form and the change will be implemented in the next practical billing period. If the number of persons in a household is reduced, the customer shall notify the City of Celina in writing within two (2) working days. In prescribing the method for claiming more than two persons per household, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of Celina of a reduction in the number of person in a household shall be fined upon conviction.

B. Master-Metered Multi-Family Residential Customers

1. The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the City of Celina of a greater number on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Celina offices to complete and sign the form claiming more than two dwellings.
2. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the City of Celina in writing within two (2) working days. In prescribing the method for claiming more than two (2) dwelling units, the City Manager shall adopt methods to insure the accuracy of the claim.
3. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of Celina of a reduction in the number of dwelling units shall be fined upon conviction.

C. Commercial/Industrial Customers

1. Commercial / industrial customers are not exempt from water emergency restrictions and shall limit water usage. The director of public works / water superintendent shall contact such customers to establish an acceptable water allocation which may include hourly or daily restrictions.
2. Nonresidential (commercial/industrial) customers shall pay the following surcharges: Surcharges are \$4.50 for the first 50,000 gallons over allocation; \$8.50 for each 1,000 gallons thereafter.

Section X: Enforcement

- A. A person commits an offense if the person knowingly or unknowingly allows the use of water from the City of Celina for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by City Manager, in accordance with provisions of this Plan.
- B. Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$500 and not more than \$2,000. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$25, and any other costs incurred by the City of Celina in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the appropriate court.
- C. Any person, including a person classified as a water customer of the City of Celina, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- D. Any employee of the City of Celina, police officer, or other employee designated by the City Manager, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the City of Celina municipal court on the date shown on the citation. A summons to appear may be issued in lieu of an arrest warrant.

Section XI: Variances

- A. The Public Works Director/ Water Superintendent or his/her designee, may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
 - 1. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
 - 2. Alternative methods can be implemented which will achieve the same level of reduction in water use.
- B. Person(s) requesting an exemption from the provisions of this Ordinance shall file a petition

for variance with the City of Celina within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Public Works Director/ Water Superintendent, or his/her designee, and shall include the following:

1. Name and address of the petitioner(s).
 2. Purpose of water use.
 3. Specific provision(s) of the Plan from which the petitioner is requesting relief.
 4. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
 5. Description of the relief requested.
 6. Period of time for which the variance is sought.
 7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
 8. Other pertinent information.
- C. Variances granted by the City of Celina shall be subject to the following conditions, unless waived or modified by the Public Works Director/ Water Superintendent or his/her designee:
1. Variances granted shall include a timetable for compliance.
 2. Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.
- D. No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section XII: Severability

It is hereby declared to be the intention of the City of Celina's Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan 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 Plan, since the same would not have been enacted by the City of Celina's Council without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section XIII: Notification

The City of Celina shall notify the Executive Director of the Texas Commission on Environmental Quality (TCEQ) and the Upper Trinity Regional Water District (UTRWD) when any mandatory provisions of this plan are implemented.

Upper Trinity Regional Water District shall also be notified of any voluntary provisions of the plan that are implemented.



2016 Drought Contingency Plan Summary

Stage 1
<u>Triggers:</u> Supply drops below 75% (25% depleted); or demand reaches 80% delivery capacity for 3 consecutive days
<u>Response:</u> Not to exceed two-days-per-week outdoor irrigation schedule (mandatory)
Water Use Reduction Goal: 5%
Stage 2
<u>Triggers:</u> Supply drops below 60% (40% depleted); or demand reaches 85% delivery capacity for 3 consecutive days
<u>Response:</u> Not to exceed one-day-per-week outdoor irrigation schedule (mandatory)
Water Use Reduction Goal: 10%
Stage 3
<u>Triggers:</u> Supply drops below 45% (55% depleted); or demand reaches 90% delivery capacity for 3 consecutive days
<u>Response:</u> Outdoor Irrigation Prohibited
Water Use Reduction Goal: 20%

APPENDIX C

Coordination with Regional Planning Group (insert here)

DRAFT

LETTER TO REGION C WATER PLANNING GROUP

May 1, 2019

Mr. Kevin Ward
Chair, Region C Water Planning Group
North Texas Municipal Water District
P.O. Box 2408
Wylie, TX 75098

Dear Mr. Ward:

Enclosed please find a copy of the recently amended Water Conservation and Drought/Emergency Response Plan for the city of Celina. This copy of the Plan is submitted to the Region C Water Planning Group in accordance with the rules of the Texas Water Development Board and the Texas Commission on Environmental Quality. The Celina City Council adopted the attached plan on May 14, 2019.

Sincerely,

Alan Fourmentin
Director of Public Works

LETTER TO WHOLESALE WATER SUPPLIER

May 1, 2019

Mr. James Burnham
Director
Upper Trinity River
P.O. Box 305
Lewisville, TX 75067

Dear Mr. Burnham:

Enclosed please find a copy of the recently amended Water Conservation and Drought Emergency Response Plan for the city of Celina.

Sincerely,

Alan Fourmentin
Director of Public Works



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alan Fourmentin, Director of Public Works
 CC: Jason Laumer, City Manager
 Date: May 14, 2019
 Re:

Action Requested:

Consider and act upon approval of a Water Conservation Plan (TCEQ PWS ID#0430004). (Fourmentin)

Background Information:

The City requests approval and adoption of the Celina Water Conservation Plans.

Water Conservation Plan

Recognizing the need for efficient use of existing water supplies, the TCEQ has promulgated guidelines and requirements governing the development of water conservation plans for Public Water Suppliers. The City of Celina developed its original plans for water conservation and drought contingency in August 2016. The update of the Water Conservation Plan has been coordinated with the suggested model water conservation plan prepared by the UTRWD for its Members and Customers, such as the City of Celina; and is consistent with the latest TCEQ requirements.

Board Review/Citizen Input:

N/A

Alternatives:

Council could choose to not approve the plan

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Water Conservation Plan (Draft)

Appendix A

Ordinance

Staff Recommendation:

Approve



WATER CONSERVATION PLAN
PREPARED FOR CITY OF CELINA
TCEQ PWS ID# 0430004

March 25, 2019

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DRAFT

Introduction and Objectives

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water. Additional supplies to meet higher demands will be expensive and difficult to develop. Therefore, it is important that we make efficient use of existing supplies - - to minimize the need for new resources.

Effective water conservation can postpone or reduce the need for development of new water supplies, minimize the associated environmental impacts and reduce the high cost of water supply development. Even with robust conservation measures, new sources of water will be needed; conservation alone is not enough. To respond to the growing population of this region, the planning for new water resources must continue. The City of Celina considers water conservation (including reuse of reclaimed wastewater) an integral part of this planning process and water supply development process.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (“TCEQ”) has promulgated guidelines and requirements governing the development of water conservation plans for Public Water Suppliers. The City of Celina developed its original plans for water conservation and drought contingency in April 13, 2009, later amended in 2014. This update of the Water Conservation Plan (the “Plan”) has been coordinated with the suggested model water conservation plan prepared by Upper Trinity Regional Water District (“UTRWD”) for its Members and Customers, such as the City of Celina; and is consistent with the latest TCEQ requirements outlined below.

Water is a basic tenant in all aspects of sustainability. Water conservation is one critical element of a water supplier’s effort to meet future water supply needs, in an economical manner and without sacrificing quality of life standards. The following are the central objectives of this Plan:

- Reduce water consumption from levels that would prevail without conservation efforts;
- Reduce the loss and waste of water, as evidenced by per capita use;
- Provide support and incentives to retail customers to maintain and continue sound conservation practices;
- Continue to improve efficiency in the use of water and
- Extend the adequacy of current water supplies by reducing the pace of growth in the annual demand for water.

1. Texas Commission on Environmental Quality Rules

TCEQ rules governing the development of water conservation plans for Public Water Suppliers, such as City of Celina, are contained in Title 30, Part 1, Chapter 288, Subchapter A and Rule 288.2 of the Texas Administrative Code (“TAC”). A copy of these rules is included in Appendix A. The rules define a water conservation plan as:

“A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.”

New rules amending 30 TAC Chapter 288 were approved by TCEQ commissioners on November 14, 2012 and made effective on December 6, 2012. The following is a summary of the key changes:

- A utility profile must be prepared in accordance with the Texas Water Use Methodology; water use data must include total gallons per capita per day (GPCD) **and** residential GPCD;
- All Public Water Suppliers must classify water sales and uses into the most detailed level of water use data currently available to the record management system (e.g., (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale);
- Five-year and ten-year targets for water savings must include goals for municipal use in total GPCD **and** residential GPCD and
- The term “unaccounted-for uses of water” is replaced with “water loss.”

1.1 Minimum Water Conservation Plan Requirements

The minimum requirements for water conservation plans for municipal uses by Public Water Suppliers required by TCEQ are summarized below.

- *Utility Profile:* In accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total GPCD and residential GPCD), water supply system data and wastewater system data. (Section 2)
- *Record Management System:* Allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the following sectors: (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale). (Section 3)
- *Goals:* Specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use, in total GPCD and residential GPCD. The goals established by a Public Water Supplier are not enforceable under this subparagraph. (Section 4)
- *Accurate Metering Devices:* Metering devices have an accuracy of plus or minus five percent (5%) for measuring water diverted from the source of supply. (Section 5.1)
- *Universal Metering, Testing, Repair and Replacement:* A program for universal metering of both customer and public uses of water, for meter testing and repair and for periodic meter replacement. (Section 5.2)

- *Determination and Control of Water Loss:* Specific measures to determine and control water loss. The measures may include periodic visual inspections along distribution pipelines, periodic audits of the water system for illegal connections or abandoned services. (Section 5.3)
- *Continuing Public Education Program:* A continuing public education and information program regarding water conservation is required as part of the Plan. (Section 5.4)
- *Non-Promotional Water Rate Structure:* A water rate structure that is not “promotional,” that is, rates that discourage waste and excessive use of water such as increasing block rate instead of volume discounts. (Section 5.5)
- *Landscape Water Management Strategy:* Implementing and achieving the efficient use and stewardship of water in landscape irrigation, including watering a maximum of two times per day and time-of-day watering provisions. It is an optional strategy within the TCEQ regulations.
- *Reservoir Systems Operational Plan:* If applicable, providing for the coordinated operation of reservoirs owned by the water supply entity within a common watershed or river basin in order to optimize available water supplies. (Section 5.7)
- *Means of Implementation and Enforcement:* The regulations require a strategy for implementing and enforcing the provisions of this Plan, as evidenced by an ordinance, resolution or tariff, and a description of the authority by which the Plan is enforced. (Section 8)
- *Coordination with Regional Water Planning Group:* Document that the Plan has been coordinated with the Regional Water Planning Group to ensure consistency with the appropriate approved regional water plan. (Section 9)

3. 1.2 Additional Requirements for Larger Public Water Suppliers

Water conservation plans for municipal uses by Public Drinking Water Suppliers serving a population of 5,000 or more and/or a projected population of 5,000 or more within the 10 years subsequent to the effective date of this Plan must include the elements summarized below.

- *Program of Leak Detection, Repair and Water Loss Accounting:* A program of leak detection, repair and water loss accounting for the water transmission, delivery and distribution system in order to control for water loss. (Section 6.1)
- *Wholesale Customer Requirements:* If applicable, a requirement in every wholesale water supply contract entered into or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in Title 30 TAC Chapter 288. (Section 6.2)

4. 1.3 Enhanced Water Conservation Program Strategies

TCEQ rules identify the following strategies as optional, if they are necessary to achieve the stated water conservation goals of the Plan.

- Conservation-oriented water rates and water rate structures (Section 5.5);
- Adoption of ordinances, plumbing codes and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition (Section 7.1);
- A program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;
- Reuse and/or recycling of wastewater and/or gray water, where feasible and appropriate (Section 7.2);
- A program for pressure control and/or reduction in the distribution system and/or for customer connections (Section 7.3);
- A method for monitoring the effectiveness and efficiency of the Plan (Section 7.4 and Section 10) and
- Any other water conservation practice, method or technique which the Public Water Supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan (Section 7.5 – 7.10).

This Plan sets forth a program of long-term measures under which the City of Celina can improve the overall efficiency of water use and conserve its water resources. Short-term measures that respond to specific water management conditions (i.e., periods of drought, unusually high water demands, unforeseen equipment or system failure or contamination of a water supply source) are provided in the City of Celina's Drought Contingency Plan.

5.

2. Water Conservation Plan

6. 2.1 Water Utility Profile

Appendix A to this Plan provides the utility profile as recommended by TCEQ. The utility profile must be in accordance with the Texas Water Use Methodology developed by the Texas Water Development Board ("TWDB") and TCEQ to include information regarding population and customer data, water use data, water supply system data (including total GPCD and residential GPCD) and wastewater system data. A copy of the utility profile for the City of Celina will also be provided to UTRWD.

7. 2.2 Record Management System

The City of Celina's current record management system is able to classify water use data into the following sectors: residential (single family and multi-family), commercial, institutional and industrial.

8. 2.3 Water Conservation Planning Goals

TCEQ rules require the adoption of specific water conservation goals as part of the Plan. The City of Celina has developed 5-year and 10-year target water saving goals (see Section 2.4 below) for municipal use in total GPCD and residential GPCD. Specific water conservation strategies are discussed in the subsequent sections of this Plan. The goals of this Plan include the following:

- Maintain accurate supply source metering to measure and account for the amount of water diverted from the source of supply;
- Maintain a program of universal metering, meter replacement and repair and periodic meter replacement;
- Maintain the level of water loss in City of Celina's water system below 15% annually;
- Raise public awareness of water conservation and encourage responsible public behavior through a coordinated public education and information program;
- Continue to implement a water rate structure to encourage water conservation;
- Implement and enforce the Plan by officially adopting the Plan through an ordinance / resolution / tariff, describing the authority by which the City of Celina will implement and enforce the Plan and documenting coordination with the Region C Water Planning Group;
- Maintain a program of leak detection and repair;
- Decrease waste in lawn irrigation by implementing and enforcing landscape water management regulations.

9. 2.4 Table

10. Municipal Per Capita Target Water Saving Goals

	Historic 5-yr Average	Baseline	5-yr Goal for year _____	10-yr Goal for year _____
Total GPCD ¹	120.88	120.4	155	148
Residential GPCD ²	72	72	88	83

Water Loss (GPCD) ³	27.93	27	25	23
Water Loss (%) ⁴	19.85%	22.46%	19.5%	17.2%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

11. 2.5 Basic Water Conservation Strategies

This section outlines the City of Celina's basic water conservation program strategies that are planned to be implemented to achieve or exceed the stated water conservation goals above.

12. 2.6 Accurate Supply Source Metering

City of Celina uses the following source(s) of water: treated surface water supplied by UTRWD. City of Celina meters all water delivered into the distribution system.

For surface water, UTRWD measures all water delivered to City of Celina using meters with an accuracy of plus or minus two percent (2%) in accordance with American Water Works Association ("AWWA") standards. Said meters are calibrated annually in accordance with AWWA standards. When necessary, UTRWD repairs or replaces meters not conforming to an accuracy of plus or minus two percent (2%).

13. 2.7 Universal Metering, Meter Testing and Repair and Periodic Meter Replacement

Water usage for all customers of the City of Celina, including public and governmental users, is metered.

The City of Celina will continue to implement its meter testing and calibration program of its service connections to identify any water loss and to determine if the meter readings are outside the acceptable range according to American Water Works Association M6 standards.

Meters registering any unusual or questionable readings are tested for accuracy. Inaccurate meters are repaired or replaced as needed. The City of Celina replaces meters at 10-year intervals depending on meter size. Repair or replacement of larger general service meters is generally provided at 5-year intervals.

The City of Celina understands the benefits of Advanced Metering Infrastructure (AMI), including greater customer service opportunities and alerting retail customers of potential leaks. Utilizing the AMI system, assists the city with maintaining the water loss calculations.

14. 2.8 Determination and Control of Water Loss

Water loss is the difference between the amount of water produced or received and the amount delivered to retail, public and governmental users - - plus authorized but unmetered uses. Water loss can include several categories:

- Inaccuracies in retail meters;
- Accounts which are being used but have not yet been added to the billing system;
- Losses due to water main breaks and leaks in the water distribution system;
- Losses due to illegal connections and theft and
- Unmetered uses such as firefighting, flushing water mains and water for public buildings and water treatment plants.

Measures to control water loss are part of the routine operations of the City of Celina. Field crews and other personnel are expected to look for and report evidence of leaks in the water distribution system. Personnel are trained to watch for and report signs of illegal connections so they can be quickly addressed. Field crews use leak detection equipment routinely to identify unreported leaks throughout the water distribution system.

Water loss is calculated in accordance with the water utility profile in Appendix B. With the measures described in this Plan, the goal for the City of Celina is to maintain its water loss below fifteen percent (15%) annually. If water loss exceeds this goal, City of Celina will complete an audit of its water distribution system to determine the source(s) of and reduce the water loss.

According to the Texas Water Code Section 16.0121, all retail public water suppliers are required to submit a water loss audit once every five years. Retail public water suppliers with either an active financial obligation with the TWDB or having more than 3,300 connections must submit a water loss audit every year. The City of Celina will complete the water loss audit every five years as required, and will be the primary tool that will be used to monitor water loss.

15. 2.9 Continuing Public Education and Information Program

The ultimate success of any water conservation program is dependent on an informed public. Individual retail customers must have an awareness of the benefits and needs for water conservation. They must also have knowledge of how to contribute to the success of the Plan. City of Celina's public education and information program, including dedicated staff for this program, is designed to provide information to as many retail customers as possible. The City of Celina works in collaboration with UTRWD to provide this information. The City of Celina will promote its water conservation strategies including but not limited to as outlined in this Plan as well as the measures and activities discussed below.

- **Informative School Program.** Provide water conservation information to area schools. This may consist of providing literature and coloring books, classroom presentations, demonstrations, etc. Staff may also coordinate with local schools to have Upper Trinity staff make presentations and demonstrations about water conservation and watershed protection, including an EnviroScape watershed model, rainfall simulator, stream erosion trailer, etc.
- **Literature Program.** Include water conservation information with water bills monthly as well as make information available to the public at utility offices or other public places. Information may include material developed by the City of Celina's staff using material obtained from UTRWD, AgriLife Water University, TWDB, TCEQ and other sources that pertain to water conservation in general and specific to landscape irrigation conservation.
- **Special Events and Promotions.** Make available promotional / educational items at special events focusing on water conservation in the landscape, home and business. Items may include Texas SmartScape® bookmarks, water bottles, toilet-leak test kits, water conservation coloring books, etc.
- **Website.** Make information on water conservation available on the City of Celina's website and include links to sites with good information about water conservation, such as to Texas SmartScape, AgriLife Water University, TWDB and TCEQ.
- **Speaking Engagements.** Notify local organizations, schools and civic groups that the City of Celina's staff, and staff of UTRWD, are available to make presentations on the importance of water conservation and the best ways to save water.

As a demonstration project, UTRWD maintains a water conservation garden to showcase the beauty and practicality of a water-conserving landscape. The conservation garden includes over 100 varieties of plants that are either native to North Texas or well adapted to the area, and is available for use by the City of Celina, garden clubs, developers or other civic groups who desire to advance their knowledge and use of water conservation practices in home and business landscapes.

16. 2.10 Non-Promotional Water Rate Structure

The City of Celina has adopted an increasing block water rate structure that is intended to encourage water conservation and discourage waste and excessive use of water. The current water rates can be viewed at the following link. <https://www.celina-tx.gov/DocumentCenter/View/5321/rates?bidId=>

3. Landscape Water Management Program/Ordinances

The City of Celina seeks to promote the efficient use and stewardship of water and to help UTRWD provide a consistent message throughout its service area. The City of Celina has implemented the following landscape water management strategies:

- **Time of Week.** Limit outdoor watering (automatic systems or hose-end sprinklers) to no more than two (2) times per week. Watering with hand-held hoses, soaker hoses or drip irrigation is allowed at any time.
- **Time of Day Watering.** No outdoor watering with automatic irrigation systems or hose-end sprinklers from 10:00 a.m. to 6:00 p.m. each day beginning June 1 and ending September 30 of each year. Watering with hand-held hoses, soaker hoses or drip irrigation systems is allowed at any time.

These strategies are intended to be actively promoted by the City of Celina through public information programs for voluntary compliance by its customers. These strategies become mandatory and enforceable under the Drought and Emergency Response Stages 1 through 3.

Automatic Irrigation System Requirements:

- *Require all new irrigation systems include rain and freeze sensors;*
- *Require all new irrigation systems be in compliance with state design and installation standards (TAC Title 30, Part 1, Chapter 344);*
- *Prohibit the operation of irrigation systems that spray directly onto impervious surfaces such as sidewalks and roads or onto other non-irrigated areas;*
- *Require well maintained automatic irrigation systems to avoid waste of water, such as repairing broken sprinkler heads, or leaking or broken valves or pipes;*
- *Prohibit outdoor watering during any form of precipitation and during freezing temperatures and;*
- *Enforce strategies by a system of warnings followed by fines for continued or repeat violations.*

In addition, the City of Celina and UTRWD have implemented the ‘Water My Yard’ outdoor watering management program to the City of Celina’s area. The ‘Water My Yard’ website, WaterMyYard.org, allows residents to receive weekly lawn watering recommendations, which are given in minutes. Recommendations are based on data from three weather stations that UTRWD maintains, as well as the landscape’s needs, to prevent unnecessary overwatering. ‘Water My Yard’ is provided at no cost to residents, and the City of Celina will promote ‘Water My Yard’ in utility bills, newsletters and websites as appropriate.

4. Leak Detection, Repair and Water Loss Program

Most water leaks, illegal connections, abandoned water services or other means of water loss are discovered through the visual observation of field crews and other personnel, or are reported by the public. The City of Celina trains its personnel (e.g., meter readers, maintenance crews, etc.) to look for and report evidence of water leaks in the water distribution system to the appropriate department. Personnel are asked to watch for and report signs of illegal connections and abandoned services. All leaks are repaired as soon as possible, and all illegal connections and

abandoned services are investigated as soon as possible in order to maintain a sound water system. Areas of the water distribution system in which numerous leaks and line breaks occur are programmed for replacement, as funds are available.

Specialized, state-of-the-art leak detection equipment is available to utilities in Texas to borrow free of charge from the Conservation Division of the TWDB to reduce water loss by detecting water leaks within the water distribution system.

5. Additional Water Conservation Strategies

The City of Celina has selected the following additional water conservation strategies, described below, to achieve the water conservation goals of the plan.

17. 5.1 Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures

The State of Texas has required water-conserving fixtures in new construction and renovations since 1992, with standards updated in 2010 (Texas Administrative Code, Title 30, Section 290.252). The State's standards call for flows of no more than 2.2 gallons per minute (gpm) at a pressure of 60 pounds per square inch (psi) for faucets, 2.5 gpm for showerheads at 80 psi, 1.28 gallons per flush for toilets, 0.5 gallons per flush for urinals, and 1.6 gpm for commercial pre-rinse spray valves. Similar standards are now required nationally under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. The City of Celina has incorporated these plumbing code standards into its building regulations.

Over the next five (5) years, the City of Celina plans to evaluate the feasibility and merits of an optional rebate program to encourage replacement of older fixtures with water conserving fixtures. A rebate program may include but not limited to one or more of the following concepts:

- High-efficiency toilet replacement and rebate;
- Pressure reduction in the system or for individual customers;
- Rain/freeze sensors for irrigation systems;
- Smart controllers for irrigation systems;
- High-efficiency showerhead and sink aerators replacement;
- High-efficiency clothes washer rebates or

- Other water conservation incentive programs.

18. 5.2 Reuse and Recycling of Wastewater and / or Gray Water

City of Celina cooperates with UTRWD in the promotion of and achieving reuse of treated effluent on a regular basis.

The City of Celina utilizes reuse treated effluent at the Wastewater Treatment Plant for internal washdown. The effluent wash down water is collected and recycled back into the wastewater treatment plant.

19. 5.3 Pressure Control Program

The City of Celina has determined a reasonable system pressure for each of the two pressure zones in its retail distribution system, and has installed internal pressure control stations and customer service pressure regulators where needed.

20. 5.4 Means for Measuring Success

The City of Celina will make every effort to measure and quantify water savings achieved through its programs. The water saving results will be used to monitor the effectiveness and efficiency of the City of Celina's water conservation program. The results will also be regularly reported to UTRWD.

21. 5.5 Water Conserving Landscaping

As part of its public education program, the City of Celina encourages its retail customers to incorporate Texas SmartScape® principles into their respective landscapes. Texas Smartscape was developed through the North Central Texas Council of Governments in cooperation with cities, utilities and other agencies to educate citizens on the ecological, economic and aesthetic benefit of using landscape plants, shrubs, grasses and trees that are native or adapted to the regional climate and local conditions. Using Texas SmartScape principles can be both practical and beautiful, using earth-friendly techniques that conserve water resources and protect water quality.

22. 5.6 Watershed Protection

Protecting our watershed is a priority need for every citizen and every community. As a double benefit, strategies that promote water conservation also tend to protect the quality of water resources. Using earth-friendly techniques, such as native and adaptive plant materials and organic techniques for landscaped areas, requires less water and less use of fertilizers, pesticides and other chemicals. Overuse or improper use of fertilizer, pesticides and other chemicals from landscape activities is also a major source of pollutants that find their way into water resources.

The City of Celina is participating in UTRWD's coordinated program for watershed protection aimed at educating the public about protecting local watersheds and water quality. To help communicate the important role that watersheds have in the water supply for this region, UTRWD created a watershed logo and sign for Customers', such as the City of Celina, use. The City of Celina has installed four watershed signs along roadways / waterways as a constant reminder that we need to keep our watersheds clean.

City of Celina has adopted the Denton County Greenbelt Plan and is evaluating various strategies to implement in City of Celina's respective area. City of Celina is also participating on the Coordinating Committee to encourage other municipalities to adopt the Plan as well.

23. 5.7 Irrigation System Evaluations / Technical Assistance

To improve water conservation and efficiency in landscape watering practices, The City of Celina, in cooperation with UTRWD, provides technical assistance to retail customers (residential, industrial, commercial and institutional). The City of Celina has partnered with UTRWD to provide irrigation system evaluations to retail customers at no cost. During the evaluation, the licensed irrigator may identify potential system leaks, diagnose equipment malfunctions and recommend equipment upgrades to enhance water efficiency. During the evaluation, education about good landscape watering practices and the use of earth-friendly materials is also shared with the retail customer.

24. 5.8 Industrial, Commercial and Institutional (ICI) Audits

The City of Celina, in coordination with UTRWD, offers an outreach program to assist large water users find ways to operate more efficiently, save water and energy and lower their costs. Water savings are realized as the ICI customers implement audit recommendations. In addition to these audits, ICI customers who have implemented said recommendations and have taken proactive steps in using water more wisely and efficiently are publicly recognized.

In 2018, the Denton County Commissioners Court entered into an agreement to make the Property Assessed Clean Energy (PACE) financing program available to non-residential property owners. The PACE program provides low cost, long-term financing for energy and water efficiency upgrades for commercial, industrial, institutional and multi-family properties. The City of Celina may promote this to ICI customers to encourage water use reduction.

25. 5.9 In-House Water Conservation Efforts

The City of Celina has implemented an in-house water conservation program, that includes but is not limited to the below following elements:

- The City of Celina uses native or adapted drought tolerant plants, trees and shrubs in the majority of its landscapes;
- Irrigation at The City of Celina's facilities occurs during off-peak times at night and early morning to avoid evaporation losses;
- Irrigation is limited to the amount needed to promote survival and health of plants and lawns, including limitation on frequency and time-of-day watering; and
- Irrigation will be avoided on Saturday and Sunday if possible, since these are periods of high water use by the public.

26. 5.10 Water Conservation Coordinator

UTRWD has requested each Customer, such as the City of Celina, designate a Water Conservation Coordinator. State law now requires utilities with 3,300 connections or more to designate a Water Conservation Coordinator, according to Section 13.146 of the Texas Water Code. The Conservation Coordinator is responsible for the preparation, implementation and enforcement of the City of Celina's water conservation and drought contingency plans, as well as the preparation and submittal of annual conservation status reports and implementation of the City of Celina's conservation program.

6. Implementation and Enforcement

A copy of the City of Celina's ordinance / resolution indicating official adoption of the water conservation plan is provided in Appendix C. The Water Conservation Coordinator is authorized to implement and enforce the Plan as described in Section 5.10. Such responsibilities may involve:

- Overseeing the execution and administration of all Plan elements;
- Supervising the keeping of records for the program verification and to assess the program effectiveness and
- Making recommendations for changes in the Plan as needed.

7. Coordination with Regional Water Planning Group and UTRWD

The City of Celina has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD's water conservation plan. The City of Celina sent a copy of the draft ordinance(s) or resolution(s) implementing the Plan and the water utility profile to UTRWD for review and approval. After adoption, The City of Celina sent the final ordinance(s) or resolution(s), the Plan and the adopted water profile to UTRWD. Appendix D includes a copy of the letter sent to the Chair of the Region C Water Planning along with the City of Celina's Plan.

8. Review and Update of Water Conservation Plan and Annual Reports

As required by TCEQ rules, the City of Celina will review and update this Plan every five (5) years. The Plan will be updated as appropriate based on an assessment of previous five-year and ten-year targets and any other new or updated information. The next revision of the Plan is due by May 1, 2019. Any revised Plan must be submitted to the TCEQ within 90 days of adoption and include an implementation report as provided in Appendix E. The revised plan must also be submitted to the TWDB within 90 days of adoption.

The City of Celina is also required to submit an annual report. Annual reports are due to TWDB by May 1 of each year to report the City of Celina's progress in implementing its water conservation plan. Said report will be used to monitor the effectiveness and efficiency of the City of Celina's water conservation program. The results of the annual report may also be used to plan conservation-related activities for the following year. The City of Celina will send a copy of the annual report to UTRWD by March 31 of each year. The Water Conservation Coordinator, is the responsible party to ensure the required review and updates are completed.

9. Current and Future Expansion Projects of the Water Distribution System

Currently a 6 (six) million gallon ground storage tank is pending design that will be located at the Celina Road Pump Station, to meet current and future potable water demands. The ground storage tank will ensure that potable water storage for the City of Celina meets the Texas Administrative Codes pertaining to potable water storage capacities.

APPENDIX A

Water Utility Profile (insert here)

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**Texas Commission on Environmental Quality
Water Availability Division**

MC-160, P.O. Box 13087 Austin, Texas 78711-3087

Telephone (512) 239-4691, FAX (512) 239-2214

**Utility Profile and Water Conservation Plan Requirements for
Municipal Water Suppliers**

This form is provided to assist retail public water suppliers in water conservation plan assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4691.

Water users can find best management practices (BMPs) at the Texas Water Development Board's website <http://www.twdb.texas.gov/conservation/BMPs/index.asp>. The practices are broken out into sectors such as Agriculture, Commercial and Institutional, Industrial, Municipal and Wholesale. BMPs are voluntary measures that water users use to develop the required components of Title 30, Texas Administrative Code, Chapter 288. BMPs can also be implemented in addition to the rule requirements to achieve water conservation goals.

Contact Information

Name of Water Supplier: City of Celina
 Address: 142 North Ohio Street, 75009
 Telephone Number: (972) -3822682 Fax: (972) -3823736
 Water Right No.(s): _____
 Regional Water Planning Group: C
 Water Conservation Coordinator (or person responsible for implementing conservation program): Andrew Moore Phone: (972) -3822682
 Form Completed by: Andrew Moore
 Title: Water Supervisor
 Signature: _____ Date: 3/25/2019

A water conservation plan for municipal use by retail public water suppliers must include the following requirements (as detailed in 30 TAC Section 288.5). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.

Utility Profile

I. POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

1. **Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).**
2. **Service area size (in square miles): 20.1**
(Please attach a copy of service-area map)
3. **Current population of service area: 18,860**
4. **Current population served for:**
 - a. Water 17,848
 - b. Wastewater 16,075
5. **Population served for previous five years:**

<i>Year</i>	<i>Population</i>
2014	8,706
2015	10,374
2016	11,985
2017	15,392
2018	18,000

6. **Projected population for service area in the following decades:**

<i>Year</i>	<i>Population</i>
2020	38,741
2030	162,610
2040	200,290
2050	363,100
2060	363,600

7. List source or method for the calculation of current and projected population size.

Master plan and some estimation

B. Customer Data

Senate Bill 181 requires that uniform consistent methodologies for calculating water use and conservation be developed and available to retail water providers and certain other water use sectors as a guide for preparation of water use reports, water conservation plans, and reports on water conservation efforts. A water system must provide the most detailed level of customer and water use data available to it, however, any new billing system purchased must be capable of reporting data for each of the sectors listed below. http://www.tceq.texas.gov/assets/public/permitting/watersupply/water_rights/sb181_guidance.pdf

1. Quantified 5-year and 10-year goals for water savings:

	<i>Historic 5- year Average</i>	<i>Baseline</i>	<i>5-year goal for year 2023</i>	<i>10-year goal for year 2028</i>
Total GPCD	120.88	120.4	155	148
Residential GPCD	72	72	88	83
Water Loss GPCD	27.93	27	25	23
Water Loss Percentage	19.85	22.46	19.5	17.2

Notes:

Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365

Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365

Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

2. **Current number of active connections. Check whether multi-family service is counted as**

☒ Residential or ☐ Commercial?

<i>Treated Water Users</i>	<i>Metered</i>	<i>Non-Metered</i>	<i>Totals</i>
Residential	5818		5818
Single-Family	5676		5676
Multi-Family	51		51
Commercial	252		252
Industrial/Mining			
Institutional	59		59
Agriculture			
Other/Wholesale			

3. **List the number of new connections per year for most recent three years.**

<i>Year</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>
<i>Treated Water Users</i>			
Residential	620	755	1190

Single-Family	620	754	1190
Multi-Family		1	0
Commercial			51
Industrial/Mining			
Institutional		24	4
Agriculture			
Other/Wholesale			

4. List of annual water use for the five highest volume customers.

<i>Customer</i>	<i>Use (1,000 gal/year)</i>	<i>Treated or Raw Water</i>
FINI Enterprise	18,509,400	Treated
TXI Redi Mix	6,481,000	Treated
Settlers Ridge Care Center	4,367,000	Treated
TXI-2 RAIL	4,220,000	Treated
Prosper ISD	701,000	Treated

II. WATER USE DATA FOR SERVICE AREA

A. Water Accounting Data

1. List the amount of water use for the previous five years (in 1,000 gallons).

Indicate whether this is ☐ diverted or ☒ treated water.

<i>Year</i>	2014	2015	2016	2017	2018
<i>Month</i>					

January	22,933	26,245	36,577	42,347	54,6
February	21,640	23,554	32,623	39,992	32,9
March	28,045	25,456	34,920	45,689	45,5
April	28,061	26,353	36,595	44,723	50,8
May	36,136	24,734	37,219	66,824	64,7
June	35,217	34,905	44,690	60,168	88,1
July	35,859	58,597	65,093	65,667	126,
August	39,028	76,076	62,288	60,161	111,
September	41,415	62,506	52,652	68,688	64,8
October	34,730	53,087	56,704	61,630	51,4
November	26,556	34,228	39,405	48,009	50,3
December	26,781	35,856	38,542	45,684	48,6
Totals	376,411	481,597	537,178	649,582	790,

2. Describe how the above figures were determined (e.g, from a master meter located at the point of a diversion from the source or located at a point where raw water enters the treatment plant, or from water sales).

Master meter located at the Celina Road Pump Station prior to discharging into the distribution system. The master meter is calibrated annually and readings are recorded daily utilizing the SCADA system.

3. Amount of water (in 1,000 gallons) delivered/sold as recorded by the following account types for the past five years.

Year	2014	2015	2016	2017	2018
<i>Account Types</i>					
Residential	174,993	267,931	310,053	397,260	473,028
Single-Family	171,544	264,442	307,045	393,791	470,029
Multi-Family	3,448	3,488	3,007	3,469	3,179
Commercial	47,444	93,857	67,522	102,068	97,396
Industrial/Mining			26,150		
Institutional	3,448	3,488	1,532	16,993	16,173
Agriculture					
Other/Wholesale					

4. List the previous records for water loss for the past five years (the difference between water diverted or treated and water delivered or sold).

Year	Amount (gallons)	Percent %
2014	71,154,553	18.28
2015	137,797,432	25.45
2016	93,408,877	17.21
2017	104,206,884	15.88
2018	177,606,329	22.46

B. Projected Water Demands

1. If applicable, attach or cite projected water supply demands from the applicable Regional Water Planning Group for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirements from such growth.

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

1. List all current water supply sources and the amounts authorized (in acre feet) with each.

<i>Water Type</i>	<i>Source</i>	<i>Amount Authorized</i>
	Upper Trinity Water	
Surface Water	District	16.88
Groundwater		
Other		

B. Treatment and Distribution System (if providing treated water)

1. **Design daily capacity of system (MGD):** 13.9
2. **Storage capacity (MGD):**
 - a. Elevated 3.0
 - b. Ground 7.0
3. **If surface water, do you recycle filter backwash to the head of the plant?**
☐ Yes ☒ No If yes, approximate amount (MGD):

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data (if applicable)

1. **Design capacity of wastewater treatment plant(s) (MGD):** 1.0
2. **Treated effluent is used for** ☐ **on-site irrigation,** ☐ **off-site irrigation, for**
☒ **plant wash-down, and/or for** ☐ **chlorination/dechlorination.**

If yes, approximate amount (in gallons per month): 1,000,000

3. **Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and the receiving stream if wastewater is discharged.**

The system currently has 10 lifstations and mostly PVC pipe which collects the wastewater and delivers it to two different treatment plants.

The Celina WWTP treats amout 35% of the service area and discharges into an unnamed tributary; then to Little Elm Creek.The City of Celina WWTP is located at 700 N. Florida Drive in Celina TX, 75009. The TCEQ Permit # associated with this site is; WQ0014246001.The remaining 65%

is delivered to the Doe branch WWTP which is owned by Upper trinity
Regional Water District.

B. Wastewater Data for Service Area (if applicable)

1. Percent of water service area served by wastewater system: 35%
2. Monthly volume treated for previous five years (in 1,000 gallons):

<i>Year</i>	2014	2015	2016	2017	2018
<i>Month</i>					
January	16,161	9,945	18,927	13,110	12,300
February	9,618	9,591	15,067	15,166	19,800
March	11,342	15,552	20,579	14,522	19,900
April	12,021	15,782	18,500	17,469	24,200
May	11,314	31,126	18,662	11,514	13,300
June	11,658	26,132	18,154	13,423	9,800
July	10,107	14,077	8,821	10,104	8,700
August	9,781	5,375	10,054	12,225	12,700
September	7,291	7,892	13,111	21,373	20,700
October	7,115	11,181	10,791	10,187	35,100
November	7,072	25,405	13,431	9,516	17,700
December	7,164	23,287	12,810	12,664	26,700

Totals	115,346	190,060	178,907	161273	26,7
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Water Conservation Plan

In addition to the utility profile, please attach the following as required by Title 30, Texas Administrative Code, §288.2. Note: If the water conservation plan does not provide information for each requirement, an explanation must be included as to why the requirement is not applicable.

A. Record Management System

The water conservation plan must include a record management system which allows for the classification of water sales and uses in to the most detailed level of water use data currently available to it, including if possible, the following sectors: residential (single and multi-family), commercial.

B. Specific, Quantified 5 & 10-Year Targets

The water conservation plan must include specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in gallons per capita per day. Note that the goals established by a public water supplier under this subparagraph are not enforceable. These goals must be updated during the five-year review and submittal.

C. Measuring and Accounting for Diversions

The water conservation plan must include a statement about the water suppliers metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply.

D. Universal Metering

The water conservation plan must include and a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement.

E. Measures to Determine and Control Water Loss

The water conservation plan must include measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.).

F. Continuing Public Education & Information

The water conservation plan must include a description of the program of continuing public education and information regarding water conservation by the water supplier.

G. Non-Promotional Water Rate Structure

The water supplier must have a water rate structure which is not “promotional,” i.e., a rate structure which is cost-based and which does not encourage the excessive use of water. This rate structure must be listed in the water conservation plan.

H. Reservoir Systems Operations Plan

The water conservation plan must include a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies.

I. Enforcement Procedure and Plan Adoption

The water conservation plan must include a means for implementation and enforcement, which shall be evidenced by a copy of the ordinance, rule, resolution, or tariff, indicating official adoption of the water conservation plan by the water supplier; and a description of the authority by which the water supplier will implement and enforce the conservation plan.

J. Coordination with the Regional Water Planning Group(s)

The water conservation plan must include documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

K. Plan Review and Update

A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. The revised plan must also include an implementation report.

VI. ADDITIONAL REQUIREMENTS FOR LARGE SUPPLIERS

Required of suppliers serving population of 5,000 or more or a projected population of 5,000 or more within the next ten years:

A. Leak Detection and Repair

The plan must include a description of the program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system in order to control unaccounted for uses of water.

B. Contract Requirements

A requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

VII. ADDITIONAL CONSERVATION STRATEGIES

Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements of 30 TAC §288.2(1), if they are necessary in order to achieve the stated water conservation goals of the plan. The commission may require by commission order that any of the following strategies be implemented by the water supplier if the commission determines that the strategies are necessary in order for the conservation plan to be achieved:

1. **Conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;**
2. **Adoption of ordinances, plumbing codes, and/or rules requiring water conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;**
3. **A program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;**
4. **A program for reuse and/or recycling of wastewater and/or graywater;**
5. **A program for pressure control and/or reduction in the distribution system and/or for customer connections;**
6. **A program and/or ordinance(s) for landscape water management;**
7. **A method for monitoring the effectiveness and efficiency of the water conservation plan; and**
8. **Any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.**

VIII. WATER CONSERVATION PLANS SUBMITTED WITH A WATER RIGHT APPLICATION FOR NEW OR ADDITIONAL STATE WATER

Water Conservation Plans submitted with a water right application for New or Additional State Water must include data and information which:

1. **support the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;**
2. **evaluates conservation as an alternative to the proposed appropriation; and**
3. **evaluates any other feasible alternative to new water development including, but not limited to, waste prevention, recycling and reuse, water transfer and marketing, regionalization, and optimum water management practices and procedures.**

Additionally, it shall be the burden of proof of the applicant to demonstrate that no feasible alternative to the proposed appropriation exists and that the requested amount of appropriation is necessary and reasonable for the proposed use.

APPENDIX B

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PAGE

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2016-57**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, REPEALING ORDINANCE NO. 2005-20, AN ORDINANCE ALLOWING FOR THE ESTABLISHMENT OF RULES AND PROCEDURES FOR RATIONING, CURTAILING AND CONTROLLING OUTDOOR WATER USAGE AND ADOPTING A NEW ORDINANCE IN ITS PLACE IMPLEMENTING A DROUGHT CONTINGENCY PLAN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR ADOPTION OF THE PLAN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVING AND EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City") is a Home Rule municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, on April 19, 2005 the City passed Ordinance No. 2005-20, known as the drought control ordinance, in order to protect and guarantee an adequate water supply for the safety of the citizens of the City of Celina, Texas.

WHEREAS, the City desires to repeal Ordinance No. 2005-20 and adopt a new Ordinance implementing a Drought Contingency Plan in the City of Celina, Texas.

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
ADOPTION OF PLAN**

The City Council of the City of Celina, Texas, does hereby adopt the Drought Contingency Plan (the "Plan") attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 3
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except those instances where there are direct conflicts with the provisions of this Ordinance; provided, however, that Ordinance No. 2005-20 shall be and is hereby repealed. 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 Ordinance No. 2005-20 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 4
SAVINGS

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of Ordinance No. 2005-20 or any other ordinance affecting rationing, curtailing and controlling outdoor water usage 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 5
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 this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6
PENALTY

Any person violating any of the provisions of the Plan adopted by this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction shall be punished by a fine in accordance with the general penalty provision in Section 1.106 of the City of Celina Code of Ordinances, and as otherwise provided in the Plan.

SECTION 7
PUBLICATION

The City Secretary of the City of Celina is hereby directed to publish the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Texas Local Government Code

SECTION 8
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The City Secretary of the City of Celina 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.

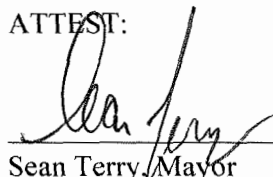
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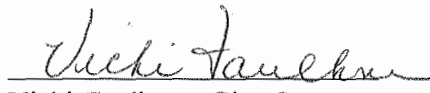
This Ordinance shall become effective from and after its date of adoption and publication as provided by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 9 day of August, 2016.

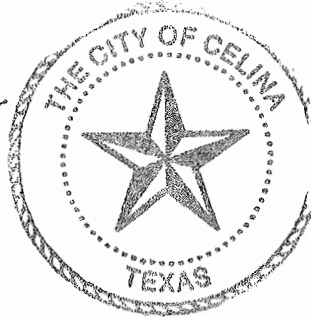
ATTEST:


Sean Terry, Mayor
City of Celina, Texas


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]


Lance Vanzant, City Attorney
City of Celina, Texas



APPENDIX A

**DROUGHT CONTINGENCY PLAN
FOR THE CITY OF CELINA
MAY, 2016**

Section I: Declaration of Policy, Purpose, and Intent

The purpose of this Drought Contingency Plan (the “Plan”) is to provide drought contingency measures for the City of Celina, Tx as required by Upper Trinity Regional Water District (“UTRWD”). These contingency measures may be needed during drought conditions, emergencies at both City and/or UTRWD levels, and when water use approaches the Regional Treated Water System (“System”) supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / System failure or contamination of the water supply source at both City and/or UTRWD levels.

The overall objective of this Plan is:

1. To help assure reliability of water service to Customers;
2. To conserve the available water supply in times of drought and emergency;
3. To maintain adequate water supplies for domestic use, sanitation, and fire protection;
4. To protect and preserve public health, welfare, and safety;
5. To minimize the adverse impacts of water supply shortages; and
6. To minimize the adverse impacts of emergency conditions affecting water supply

Water uses regulated or prohibited under this Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Celina by means of postings in public places, and/or information provided by means of local newspapers.

Section III: Public Education

The City of Celina will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of local newspapers and published on the City’s website as well.

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Celina is located within the Region C. Upon revision of the plan the City of Celina will provide a copy of this plan to Region C; in which the City’s service area lies and

the Upper Trinity Regional Water District; the City's wholesale water supplier.

Section V: Authorization

The City Manager is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, upon the Mayor's written approval, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Celina. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

City: the City of Celina, Texas.

City Manager: the Manager or the Manager's designated representative.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses

Customer: any person, company, or organization using water supplied by the City of Celina.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Drought: generally a lack of adequate water to supply needs or replenish supplies used.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Household: the residential premises served by the customer's meter.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

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ORDINANCE NO. 2016-57**

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WHEREAS, the City of Celina, Texas (the "City") is a Home Rule municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Celina Home Rule Charter; and

WHEREAS, on April 19, 2005 the City passed Ordinance No. 2005-20, known as the drought control ordinance, in order to protect and guarantee an adequate water supply for the safety of the citizens of the City of Celina, Texas.

WHEREAS, the City desires to repeal Ordinance No. 2005-20 and adopt a new Ordinance implementing a Drought Contingency Plan in the City of Celina, Texas.

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

**SECTION 1
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**SECTION 2
ADOPTION OF PLAN**

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SECTION 3
CUMULATIVE REPEALER

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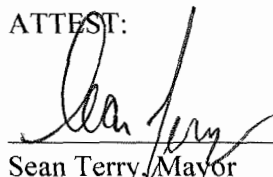
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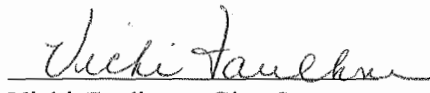
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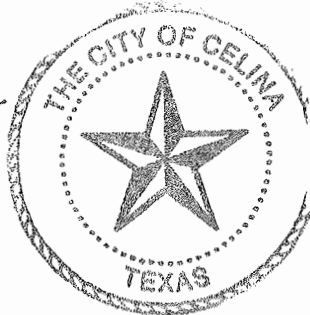
ATTEST:


Sean Terry, Mayor
City of Celina, Texas


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]


Lance Vanzant, City Attorney
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APPENDIX A

**DROUGHT CONTINGENCY PLAN
FOR THE CITY OF CELINA
MAY, 2016**

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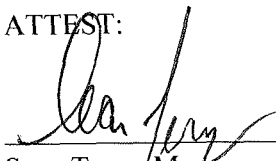
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This Ordinance shall become effective from and after its date of adoption and publication as provided by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 9 day of August, 2016.

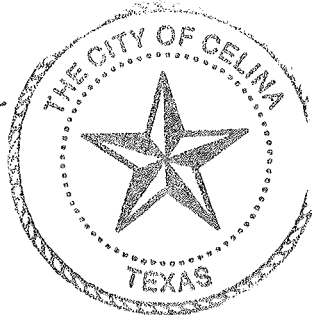
ATTEST:


Sean Terry, Mayor
City of Celina, Texas


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]


Lance Vanzant, City Attorney
City of Celina, Texas



SECTION 7
PUBLICATION

The City Secretary of the City of Celina is hereby directed to publish the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Texas Local Government Code

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 descriptive Caption in the minutes of the City Council and by filing this Ordinance in the ordinance records of the City.

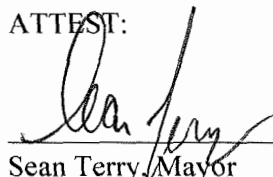
SECTION 9
EFFECTIVE DATE

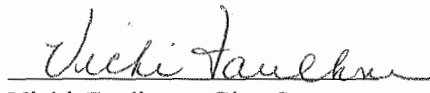
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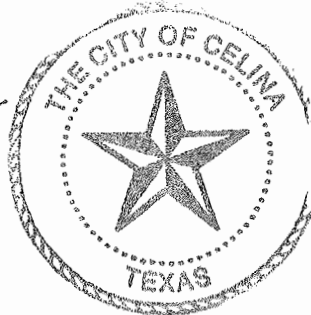
ATTEST:


Sean Terry, Mayor
City of Celina, Texas


Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]


Lance Vanzant, City Attorney
City of Celina, Texas



APPENDIX A

**DROUGHT CONTINGENCY PLAN
FOR THE CITY OF CELINA
MAY, 2016**

Section I: Declaration of Policy, Purpose, and Intent

The purpose of this Drought Contingency Plan (the “Plan”) is to provide drought contingency measures for the City of Celina, Tx as required by Upper Trinity Regional Water District (“UTRWD”). These contingency measures may be needed during drought conditions, emergencies at both City and/or UTRWD levels, and when water use approaches the Regional Treated Water System (“System”) supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / System failure or contamination of the water supply source at both City and/or UTRWD levels.

The overall objective of this Plan is:

1. To help assure reliability of water service to Customers;
2. To conserve the available water supply in times of drought and emergency;
3. To maintain adequate water supplies for domestic use, sanitation, and fire protection;
4. To protect and preserve public health, welfare, and safety;
5. To minimize the adverse impacts of water supply shortages; and
6. To minimize the adverse impacts of emergency conditions affecting water supply

Water uses regulated or prohibited under this Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Celina by means of postings in public places, and/or information provided by means of local newspapers.

Section III: Public Education

The City of Celina will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of local newspapers and published on the City’s website as well.

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Celina is located within the Region C. Upon revision of the plan the City of Celina will provide a copy of this plan to Region C; in which the City’s service area lies and

the Upper Trinity Regional Water District; the City's wholesale water supplier.

Section V: Authorization

The City Manager is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, upon the Mayor's written approval, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Celina. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

City: the City of Celina, Texas.

City Manager: the Manager or the Manager's designated representative.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses

Customer: any person, company, or organization using water supplied by the City of Celina.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Drought: generally a lack of adequate water to supply needs or replenish supplies used.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Household: the residential premises served by the customer's meter.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

1. Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.
3. Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced area other than for the purpose of firefighting.
4. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
5. Flushing gutters or permitting water to run or accumulate in any gutter or street;
6. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, Jacuzzis and hot tubs which is not to maintain their structural integrity, proper operation and maintenance or to alleviate a public safety risk.
7. Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
8. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s);
9. Use of water from hydrants for construction purposes or any other purposes other than firefighting;
10. Use of water for dust control.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Persons per household: those persons currently physically residing at the premises and expected to reside there for the entire billing period.

Rationing: limiting the amount of water that can be used.

Restrictions: limiting how and when water may be used.

Wholesale Water Supplier: The Upper Trinity Water District

SECTION VIII: Drought Contingency Response Stages

8.1 Initiation of Drought Response

The City manager may order the implementation of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met as provided in this Plan. The following actions will be taken when a drought response stage is initiated:

1. The customers will be notified through local media, the City's web site and social media pages, and other appropriate methods.
2. The City will notify the wholesale water supplier if the situation is to affect only Celina.

8.2 Termination of a Drought Response Stages

The City manager may order the termination of a drought response stage or water emergency when the conditions for termination are met as provided herein. The following actions will be taken when a drought response stage is terminated:

1. The customers will be notified through local media, the City's web site and social media pages, and other appropriate methods.
2. The City will notify wholesale water supplier if the situation affected only Celina.

8.3 Drought and Emergency Response Stages

A. Stage 1 – Water Watch

1. Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.
3. Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced area other than for the purpose of firefighting.
4. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
5. Flushing gutters or permitting water to run or accumulate in any gutter or street;
6. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, Jacuzzis and hot tubs which is not to maintain their structural integrity, proper operation and maintenance or to alleviate a public safety risk.
7. Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
8. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s);
9. Use of water from hydrants for construction purposes or any other purposes other than firefighting;
10. Use of water for dust control.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Persons per household: those persons currently physically residing at the premises and expected to reside there for the entire billing period.

Rationing: limiting the amount of water that can be used.

Restrictions: limiting how and when water may be used.

Wholesale Water Supplier: The Upper Trinity Water District

SECTION VIII: Drought Contingency Response Stages

8.1 Initiation of Drought Response

The City manager may order the implementation of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met as provided in this Plan. The following actions will be taken when a drought response stage is initiated:

1. The customers will be notified through local media, the City's web site and social media pages, and other appropriate methods.
2. The City will notify the wholesale water supplier if the situation is to affect only Celina.

8.2 Termination of a Drought Response Stages

The City manager may order the termination of a drought response stage or water emergency when the conditions for termination are met as provided herein. The following actions will be taken when a drought response stage is terminated:

1. The customers will be notified through local media, the City's web site and social media pages, and other appropriate methods.
2. The City will notify wholesale water supplier if the situation affected only Celina.

8.3 Drought and Emergency Response Stages

A. Stage 1 – Water Watch

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

1. Water demand is approaching a level that will cause a reduced delivery capacity for all or part of the supply system, as determined by City; or
2. Water demand has reached or exceeded 80% of delivery capacity for three consecutive days; or
3. Major repairs on storage tanks (elevated and underground) lasting more than twenty four hours; or
4. Water system failure/emergency (equipment failure, water main breaks/cuts, power outages) lasting more than twenty four hours; or
5. Wholesale water supplier has initiated Stage 1 and given notice to the City; or
6. Supply source contamination.

Goal

Stage 1 is intended to raise customers' awareness of potential drought and/or water emergency problems. The goal for water use reduction under Stage 1 is ten percent (10%) of total daily water use that otherwise would have occurred in the absence of these drought contingency measures.

Water Use Restrictions for Reducing Demand

Specific measures to be implemented during the stage will be determined by the City manager and may also take other actions not listed if deemed necessary.

1. Outdoor irrigation is limited to no more than two-days-per-week and is mandatory under this Water Watch stage for automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
2. The time-of-day and other factors affecting landscape irrigation included in the water conservation plan becomes mandatory in this stage. No outdoor watering with automatic irrigation systems and hose-end sprinklers can occur from 10:00 a.m. to 6:00 p.m. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
3. Even numbered addresses and odd numbered addresses are encouraged to irrigate on even and odd days of the month respectively with the irrigation limited to fifteen (15) minutes per station two days per week.
4. Washing of any motor vehicle, motorbike, boat, trailer, airplane or other vehicle shall be restricted to the use of a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash facility or commercial service station. Companies with an automated on-site vehicle washing facility may wash its vehicles at any time.
5. All customers are encouraged to reduce the frequency of draining and refilling swimming pools.
6. No filling or refilling of ornamental fountains and ponds.
7. The City will review operational conditions and capabilities, and intensify efforts on leaks detection and repairs;
8. The City shall initiate appropriate elements of UTRWD measures if stage 1 was initiated by the Wholesale water supplier.
9. Water customers are requested to voluntarily reduce their water use the irrigation of

landscaped areas as follows:

Termination

Stage 1 may be rescinded when the circumstances that caused its initiation no longer prevail

B. Stage 2 – Water Warning

Requirements for Initiation

1. Water demand has reached or exceeded 85% of delivery capacity for three consecutive days; or
2. Water demand is approaching a level that will cause a reduced delivery capacity for all or part of the supply system, as determined by City; or
3. Major repairs on storage tanks (elevated and underground) lasting more than two days; or
4. The supply system is unable to deliver water at normal rates due to failure of, or damage to, major water supply system components; or
5. A significant deterioration in the quality of a water supply, being affected by a natural or man-made source; or
6. The City manager with concurrence of the Public works department finds that conditions warrant the declaration of stage 2
7. The wholesale water supplier has initiated Stage 2 and given notice to the City.

Goal

The goal for water use reduction under Stage 2 is twenty percent (20%) of the total daily water use that otherwise would have occurred in the absence of these drought contingency measures.

Water Use Restrictions for Demand Reduction

Specific measures to be implemented during this stage will be determined by the City manager and may also take other actions not listed, if deemed necessary. All requirements of Stage 1 shall remain in effect during this Stage 2, plus the following incremental or new measures.

1. Outdoor irrigation is limited to no more than one-day-per-week and is mandatory under this Water Warning stage for automatic irrigation systems and hose-end sprinklers. This includes irrigation of landscaped areas with automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
2. Even numbered addresses and odd numbered addresses are encouraged to irrigate on even and odd days of the month respectively with the irrigation limited to ten (10) minutes per station once a week.
3. Recreational water use (water used for leisure and entertainment purposes) including use of faucets or hoses in such a manner that creates runoff or other wastes shall be prohibited.
4. All customers are encouraged to further reduce the frequency of draining and refilling of swimming pools.
5. City will further accelerate education efforts on ways to reduce water use;
6. High alert for leak detection and repair activities on supply facilities;
7. Customers are encouraged to wait until the current drought or water emergency situation has

- passed before establishing new landscaping;
8. Use of water from hydrants shall be limited to firefighting related activities, or other activities necessary to maintain public health, safety, and welfare.
 9. Use of water from designated fire hydrants for construction purposes unless allowed under special permit from the City of Celina shall be prohibited.
 10. Use of water for the irrigation of golf course greens, tee boxes, and fairways is prohibited. However, if the golf course utilizes a water source other than that provided by the City of Celina, the facility shall not be subject to these regulations.
 11. All restaurants are prohibited from serving water to its patrons except when requested.

Termination

Stage 2 may terminate when the circumstances that caused its initiation no longer prevail. Upon termination of Stage 2, Stage 1 will remain in effect, unless otherwise announced by the City.

C. Stage 3 – Water Emergency

Requirements for Initiation

The following are key conditions, any one of which may trigger Stage 3:

1. Water demand has reached or exceeded 90% of delivery capacity for three consecutive days; or
2. Water demand is approaching a level that will cause a reduced delivery capacity for all or part of the supply system, as determined by City; or
3. Major repairs on storage tanks (elevated and underground) lasting more than five days; or
4. The supply system is unable to deliver water at normal rates due to failure of, or damage to, major water supply system components; or
5. A significant deterioration in the quality of a water supply, being affected by a natural or man-made source; or
6. The City manager with concurrence of the Public works department finds that conditions warrant the declaration of stage 3
7. The wholesale water supplier has initiated Stage 3 and given notice to the City.

Goal

The goal for water use reduction under Stage 3 is forty percent (40%) of the total daily water use that otherwise would have occurred in the absence of these drought contingency measures.

Water Use Restrictions for Reducing Demand

Specific measures to be implemented during this stage will be determined by the City manager and may also take other actions not listed, if deemed necessary. All requirements of Stages 1 and 2 shall remain in effect during this Stage 3, plus the following incremental or new measures.

Mandatory reduction measures include:

1. Non-essential water use by Customer is substantially restricted; or
2. City shall suspend issuance of permits for new swimming pools, hot tubs, spas and ornamental ponds; or
3. City shall Step up enforcement activities;
4. Outdoor irrigation is prohibited.
5. Irrigation of trees and building foundations is permitted one day per week and between 6:00

- p.m. and 6:00 a.m. if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
6. Use of water to wash any motor vehicle, motorbike, boat, trailer or other vehicle not occurring on the premises of a commercial vehicle wash facility or commercial service stations is prohibited. Further, such washing may be exempt from these requirements if the health, safety and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and commercial vehicles used to transport food and perishables.
 7. Filling, draining, and refilling of existing swimming pools, wading pools, Jacuzzis and hot tubs except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk is prohibited. Existing pools may add water to or replace losses from normal use and evaporation
 8. Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
 9. Operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality is prohibited.
 10. Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. Exception for golf course greens and tee boxes which may be hand watered as needed. Variances may be granted by the City under special circumstances.

Termination

Stage 3 may terminate when the circumstances that caused its initiation of Stage 3 no longer prevail. Upon termination of Stage 3, Stage 2 will remain in effect, unless otherwise provided by Upper Trinity.

SECTION IX: Procedure for Curtailment/Rationing of Water Supplies

In the event that water shortage conditions threaten public health, safety, and welfare, the City Manager upon the Mayor's written approval, is hereby authorized to ration water according to the following water allocation plan:

A. Single-Family Residential Customers

1. The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

2. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the City of Celina of a greater number of persons per household on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If however, a customer does not receive such a

form, it shall be the customer's responsibility to go to the City of Celina offices to complete and sign the form claiming more than two persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager.

3. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of Celina on such form and the change will be implemented in the next practical billing period. If the number of persons in a household is reduced, the customer shall notify the City of Celina in writing within two (2) working days. In prescribing the method for claiming more than two persons per household, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of Celina of a reduction in the number of person in a household shall be fined upon conviction.

B. Master-Metered Multi-Family Residential Customers

1. The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the City of Celina of a greater number on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Celina offices to complete and sign the form claiming more than two dwellings.
2. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the City of Celina in writing within two (2) working days. In prescribing the method for claiming more than two (2) dwelling units, the City Manager shall adopt methods to insure the accuracy of the claim.
3. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of Celina of a reduction in the number of dwelling units shall be fined upon conviction.

C. Commercial/Industrial Customers

1. Commercial / industrial customers are not exempt from water emergency restrictions and shall limit water usage. The director of public works / water superintendent shall contact such customers to establish an acceptable water allocation which may include hourly or daily restrictions.
2. Nonresidential (commercial/industrial) customers shall pay the following surcharges: Surcharges are \$4.50 for the first 50,000 gallons over allocation; \$8.50 for each 1,000 gallons thereafter.

Section X: Enforcement

- A. A person commits an offense if the person knowingly or unknowingly allows the use of water from the City of Celina for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by City Manager, in accordance with provisions of this Plan.
- B. Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$500 and not more than \$2,000. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$25, and any other costs incurred by the City of Celina in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the appropriate court.
- C. Any person, including a person classified as a water customer of the City of Celina, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- D. Any employee of the City of Celina, police officer, or other employee designated by the City Manager, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the City of Celina municipal court on the date shown on the citation. A summons to appear may be issued in lieu of an arrest warrant.

Section XI: Variances

- A. The Public Works Director/ Water Superintendent or his/her designee, may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
 - 1. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
 - 2. Alternative methods can be implemented which will achieve the same level of reduction in water use.
- B. Person(s) requesting an exemption from the provisions of this Ordinance shall file a petition

for variance with the City of Celina within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Public Works Director/ Water Superintendent, or his/her designee, and shall include the following:

1. Name and address of the petitioner(s).
 2. Purpose of water use.
 3. Specific provision(s) of the Plan from which the petitioner is requesting relief.
 4. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
 5. Description of the relief requested.
 6. Period of time for which the variance is sought.
 7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
 8. Other pertinent information.
- C. Variances granted by the City of Celina shall be subject to the following conditions, unless waived or modified by the Public Works Director/ Water Superintendent or his/her designee:
1. Variances granted shall include a timetable for compliance.
 2. Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.
- D. No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section XII: Severability

It is hereby declared to be the intention of the City of Celina's Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan 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 Plan, since the same would not have been enacted by the City of Celina's Council without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section XIII: Notification

The City of Celina shall notify the Executive Director of the Texas Commission on Environmental Quality (TCEQ) and the Upper Trinity Regional Water District (UTRWD) when any mandatory provisions of this plan are implemented.

Upper Trinity Regional Water District shall also be notified of any voluntary provisions of the plan that are implemented.



2016 Drought Contingency Plan Summary

Stage 1
<u>Triggers:</u> Supply drops below 75% (25% depleted); or demand reaches 80% delivery capacity for 3 consecutive days
<u>Response:</u> Not to exceed two-days-per-week outdoor irrigation schedule (mandatory)
Water Use Reduction Goal: 5%
Stage 2
<u>Triggers:</u> Supply drops below 60% (40% depleted); or demand reaches 85% delivery capacity for 3 consecutive days
<u>Response:</u> Not to exceed one-day-per-week outdoor irrigation schedule (mandatory)
Water Use Reduction Goal: 10%
Stage 3
<u>Triggers:</u> Supply drops below 45% (55% depleted); or demand reaches 90% delivery capacity for 3 consecutive days
<u>Response:</u> Outdoor Irrigation Prohibited
Water Use Reduction Goal: 20%

APPENDIX C

Letters to Region C Water Planning Group and Wholesale Water Supplier

**Letters to Region C Water Planning Group
and Wholesale Water Supplier**

LETTER TO REGION C WATER PLANNING GROUP

May 1, 2019

Mr. Kevin Ward
Chair, Region C Water Planning Group
North Texas Municipal Water District
P.O. Box 2408
Wylie, TX 75098

Dear Mr. Ward:

Enclosed please find a copy of the recently amended Water Conservation and Drought/
Emergency Response Plan for the city of Celina. This copy of the Plan is submitted to the
Region C WCatiteyr o Pfl Caennilinang W Gatrre Coup ionnse arvcaetorionda Pnclane with the
rules of the Texas Water Development Board and the Texas Commission on Environmental
Quality. The Celina City Council adopted the attached plan on May 14, 2019.

Sincerely,

Alan Fourmentin
Director of Public Works

Hardin & Associates Consulting, LLC www.hactexas.com (972) 823-8800
Use of contents on this sheet is subject to the limitations specified at the end of this report.

LETTER TO WHOLESALE WATER SUPPLIER

May 1, 2019

Mr. James Burnham
Director
Upper Trinity River
P.O. Box 305
Lewisville, TX 75067

Dear Mr. Burnham:

Enclosed please find a copy of the recently amended Water Conservation and Drought Emergency Response Plan for the city of Celina.

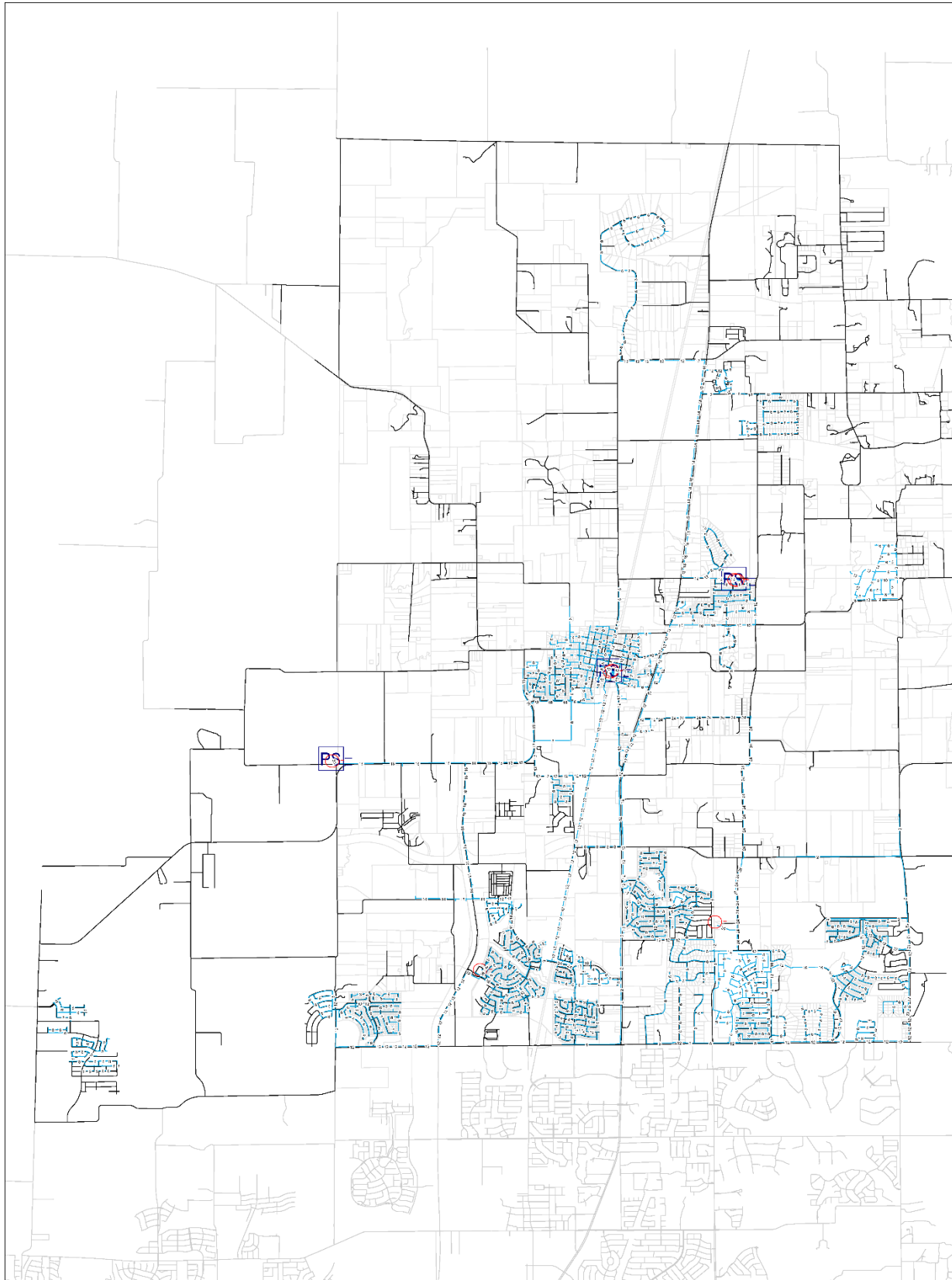
Sincerely,

Alan Fourmentin
Director of Public Works

Hardin & Associates Consulting, LLC www.hactexas.com (972) 823-8800
Use of contents on this sheet is subject to the limitations specified at the end of this report.

APPENDIX D**Water Distribution Map
(insert here)**

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**Water Lines, Pump Stations
& Water Tanks**

Date: 4/30/2019



0 4,350 8,700
Feet

Legend

- Water Tanks
- Pump Station
- Water Lines
- Roads

APPENDIX E**Certificate of Convenience and Necessity Map
(insert here)**

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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Director of Engineering
CC: Swapna Konda, Engineer
Date: May 14, 2019
Re:

Action Requested:

Consider and act to authorize the City Manager to execute an amendment to the Guaranteed Maximum Price for Fire Station #2 by and between the City of Celina and Hangartner Commercial, Inc. for \$3,585,881. (Brawner)

Background Information:

The City of Celina executed a Contract Manager at Risk Agreement (CMAR) with Hangartner Commercial, Inc. on August 13, 2018 to construct Fire Stations #2, #3, and #4. The CMAR will serve as an independent contractor who works directly for the City of Celina as a construction manager to maximize the city's effort and will serve as the day-to-day manager of the project.

In October 2018, the City of Celina received a SAFER grant for the addition of 18 new fire fighters. As a result, the city determined that it would be prudent to expedite the construction of Fire Station #2 by generating an "early out" construction package. The "early out" package included all underground utilities, paving, the building foundation, and the steel frame for the fire station. This package did NOT include any interior finish out of the metal building so Hangartner Commercial estimated the finish out price based on previous experience. On November 13, 2018, City Council approved an amendment to the original Guaranteed Maximum Price (GMP) for \$2,968,594.00. At that meeting, staff informed council that a second amendment would be brought to City Council that would include the final cost of completing the remainder of the project which would include interior finish out of the building, landscaping, and remaining franchise work.

The remainder of this project has been bid by the City's CMAR per the statutory requirements and the second amendment is ready to be executed. The final GMP for this project is \$3,585,881. This price includes the total construction price (\$3,410,813) and allows for a 5% contingency (\$175,068) to be awarded by City Council.

Initially, the goal was to construct a Phase 1 building at each station for a minimal cost to allow the residents to have fire protection services closer to their homes. Because this station has the same needs as full size station, the cost per square foot did not provide a positive return on investment for the city. As a result, staff has determined that a single permanent station would better utilize the city's resources. Staff is moving forward with Station #3 and Station #4 to be designed and built as single, permanent stations.

Board Review/Citizen Input:

N/A

Alternatives:

The City could chose to not proceed with the project.

Financial Considerations:

The cost of this construction will be funded from the 2018 CO Bonds.

Project Code: F09

Legal Review:

Staff is utilizing standard AIA construction documents.

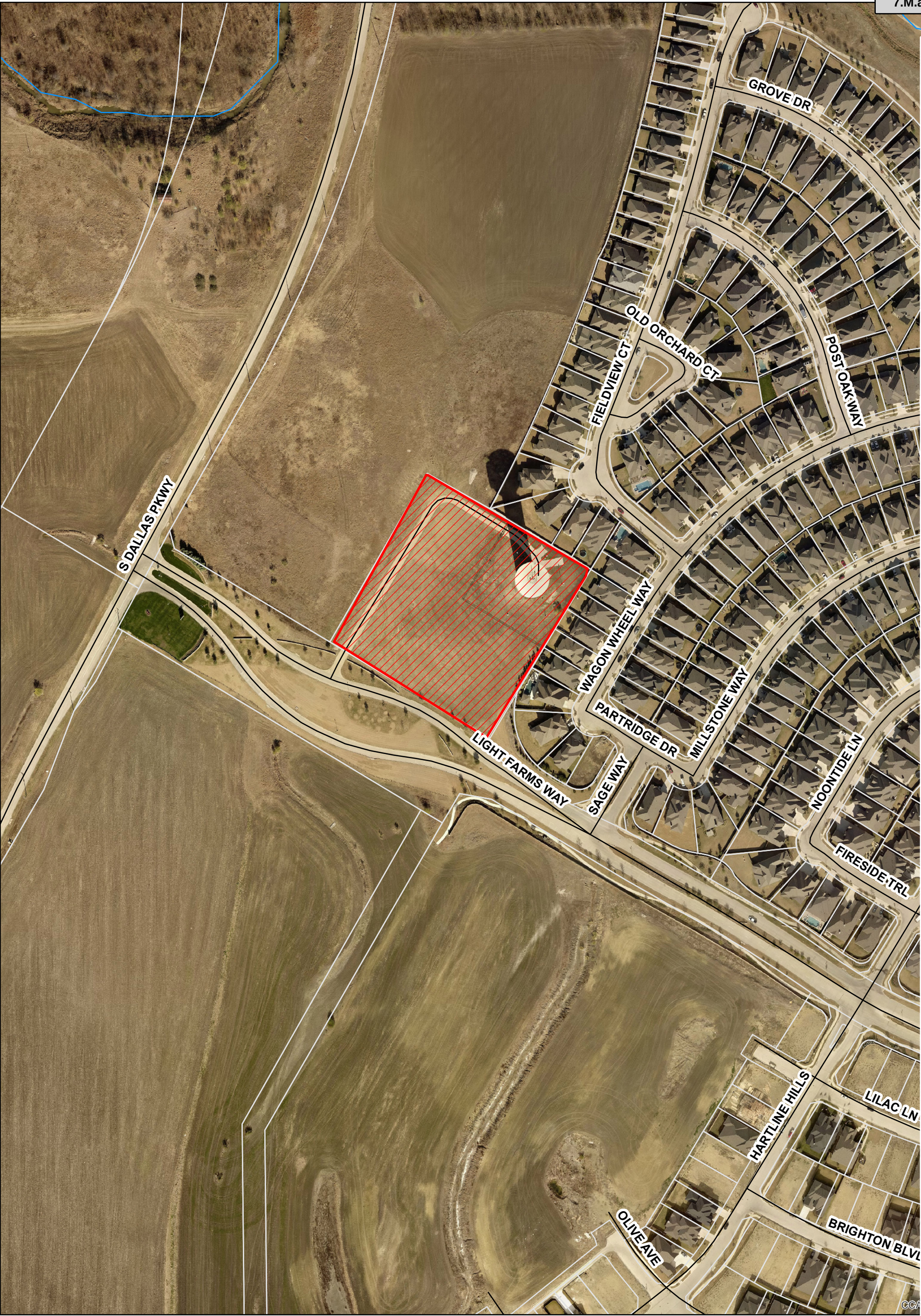
Supporting Documents:

A133-2009 Exhibit A2

Location Map

Staff Recommendation:

Staff recommends approval of the GMP.



Attachment: FireStation_LightFarms_10182018 (GMP Light Farms Fire Station Phase 1 Amendment)



**Fire Station #2
Light Farms**

Date: 10/18/2018

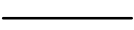


0 165 330 Feet

Legend



Fire Station



Roads



BUDGET SUMMARY - SITE WORK & BUILDING SHELL

CITY OF CELINA - FIRE STATION NO 2

CELINA, TX

11/7/2018

CSI	DESCRIPTION	TOTAL
01000	GENERAL CONDITIONS	199,966
01000	GENERAL REQUIREMENTS	45,538
02000	EARTHWORK	170,000
02000	SITE SPECIALTIES	17,700
02000	LANDSCAPING & IRRIGATION	75,000
02000	UTILITIES	177,500
03000	CONCRETE	699,553
04000	MASONRY	142,500
05000	STRUCTURAL & MISCELLANEOUS STEEL	250,000
06000	CARPENTRY	58,500
07000	THERMAL & MOISTURE PROTECTION	29,600
07000	ROOFING	INCL
08000	DOORS, FRAMES & HARDWARE	56,500
08000	ENTRANCES, STOREFRONTS & CURTAINWALLS	30,000
09000	DRYWALL / ACOUSTICAL	63,500
09000	FLOORING	37,500
09000	PAINT & WALLCOVERING	40,000
10000	SPECIALTIES	19,250
12000	FURNISHINGS	50,250
15000	HVAC	79,950
15000	PLUMBING	55,000
15000	FIRE SUPPRESSION	22,000
16000	ELECTRICAL	200,000
17000	MISC ITEMS - ALTERNATES (SEE BELOW)	189,939
	INSURANCE	19,851
	PAYMENT & PERFORMANCE BOND	40,646
	BUILDING PERMIT - ALLOWANCE	-
	CONTINGENCY	85,861
	FEE	112,488
TOTAL		<u>2,968,594</u>

BUDGET QUALIFICATIONS - SITE WORK & BUILDING SHELL

CITY OF CELINA - FIRE STATION NO 2

CELINA, TX

11/7/2018

- 1 This proposal is based upon the following documents:
 - Early Out Drawings prepared by BRW Architects, dated October 15, 2018
 - Civil Drawings prepared by Pacheco Koch, stamped October 18, 2018
 - Project Manual Specifications prepared by BRW Architects, dated October 15, 2018
- 2 THIS PROPOSAL FOR THE GMP IS FOR THE SITE WORK AND BUILDING SHELL PER THE DRAWINGS AND PROJECT MANUAL MENTIONED ABOVE. ASSUMPTIONS HAVE BEEN MADE FOR ALL INTERIOR FINISHES, LANDSCAPING, IRRIGATION, EXTERIOR SITE FINISHES, PLUMBING FIXTURES, LIGHTING FIXTURES, SECTIONAL DOORS AND ANY OTHER ITEMS NOT SPECIFIED. THESE ASSUMPTIONS ARE TO BE CONSIDERED ALLOWANCES UNTIL FINAL CONSTRUCTION DOCUMENTS ARE ISSUED AND A SECOND PUBLIC BID HAS OCCURRED FOR CONTRACTING OF THESE ITEMS.
- 3 Project is considered new construction, therefore standard sales tax applies
- 4 This proposal is based upon a construction duration of 10 months
- 5 General Conditions are not fixed or guaranteed on a line item basis and will be reimbursed subject to the overall contract. An allowance of 2.5 days per month (non-accumulating) is included in the project schedule for adverse weather or other delays beyond the control of Hangartner Commercial. This allowance is on a month-by-month basis and unused days do not carry over to subsequent months. Hangartner will be entitled to a time extension and contract adjustment by change order for pro-rated per day general conditions as per contract budget for all days in excess of this allowance.
- 6 The quote includes approximately \$TBD for the future site (site utilities, earthwork, landscape/irrigation, site paving, entry approach and striping)
- 7 The building permit and plan review fee is EXCLUDED
- 8 Development, impact, deposits, roadway use, utility inspection and/or prorata fees are excluded
- 9 Testing services are excluded
- 10 Testing for abatement of hazardous or contaminated materials, including mold is excluded
- 11 Utility company design/construction charges or fees are excluded
- 12 Payment and performance bond is included
- 13 Premium costs for sustainable construction/materials is excluded
- 14 Overtime or project expediting is excluded
- 15 This proposal is based upon mutually agreeable contract terms
- 16 This proposal is based upon monthly draw payments being received by the 20th day of each month
- 17 Soil stabilization of any kind has been excluded
- 18 Rock excavation is excluded
- 19 Any work associated with Oncore, AT&T/Verizon and Atmos piping rough-in is excluded
- 20 6 - 18" dia Pier Casing @ 35' = \$12,250.00
- 21 22 - 30" dia Pier Casing @ 43' = \$72,000.00
- 22 This proposal is based upon one install of carton void forms. Separate charges to remove and replace weathered carton void forms will be billed on a Time & Material basis.
- 23 Fire protection system is based upon shell/finished out building coverage. Hile pile storage/in-rack coverage is excluded
- 24 The proposal is based on spreading foundation beam spoils, foundation pier spoils and electric underground trench spoils on future building site.
- 25 We exclude all furniture, window treatments, telephone/data wiring/terminations and/or equipment, security and/or controlled access systems.
- 26 We have included standard color selections for millwork, toilet partitions and interior doors.

Alternates:

1	ADD DUMPSTER ENCLOSURE	\$39,939
2	ADD BATTENLOK IN LIEU OF ULTRADEK	\$7,000
3	ADD SPRAY FOAM INSULATION IN LIEU OF FIBERGLASS BATT	\$17,500
4	ADD METAL LINER PANEL BELOW ROOF INSULATION IN APP BAY	\$10,500
5	ADD 2000 GALLON FUELLING STATION	\$100,000
6	ADD STORAGE MEZZANINE DECKING	\$15,000
TOTAL ALTERNATES:		\$189,939

CITY OF CELINA - FIRE STATION 2															 HANGARTNER COMMERCIAL	
CELINA, TX															5 SF	
ESTIMATE SUMMARY SHEET															DIV 1	
CSI	DESCRIPTION	LINK	QTY	UNIT	LABOR U/P	LABOR	PT&I	MATERIAL U/P	MATLS	SALES TAX	SUB U/P	SUBS	TOTAL	SUB BONDS	\$	
01000	GENERAL CONDITIONS														\$ 245,505	
	JOBSITE OVERHEAD		1	LS	99,000	99,000	38,610	50,075	50,075	4,131	46,760.00	46,760	199,966		33.33	
	GENERAL REQUIREMENTS		1	LS	-	-	-	9,920	9,920	818	34,800.00	34,800	45,538		7.59	
	IMPACT / TAP FEES - EXCLUDE		1	LS	-	-	-	-	-	-	-	-	-		-	
02000	EARTHWORK														\$ 170,000	
	EARTHWORK	SUB	1	LS	-	-	-	-	-	-	170,000.00	170,000	170,000		28.33	
	CLEAR & GRUB	SUB	4	ACRE	-	-	-	-	-	-	-	-	-		-	
	CUT & FILL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
		SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	STRIP & STOCKPILE TOPSOIL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	MOISTURE CONDITION BUILDING PAD	SUB	1	SF	-	-	-	-	-	-	-	-	-		-	
	SELECT FIL CAP AT BUILDING PAD	SUB	1	SF	-	-	-	-	-	-	-	-	-		-	
	RESPREAD TOP SOIL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	EXCAVATE / GRADE SIDEWALKS	SUB	1	SF	-	-	-	-	-	-	-	-	-		-	
	LAYOUT FOR EARTHWORK	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	DEMO CONCRETE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	EROSION CONTROL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	CONSTRUCTION ENTRANCE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	STAGING AREA - AGGREGATE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	GRAVEL ACCESS ROAD	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	INLET PROTECTION	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	EROSION CONTROL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	REMOVE EROSION CONTROL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
02100	SITE SPECIALTIES														\$ 17,700	
	PAVEMENT MARKINGS	SUB	1	LS	-	-	-	-	-	-	6,500.00	6,500	6,500		1.08	
	PARKING SPACES	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	FIRE LANE STRIPING	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	HANDICAP PARKING SYMBOLS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	HANDICAP PARKING SIGNS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	CROSSWALK STRIPING	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	WHEELSTOPS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	POWER WASH PAVING	SUB	1	SF	-	-	-	-	-	-	-	-	-		-	
	STOP SIGNS	SUB	3	EA	-	-	-	-	-	-	1,100.00	3,300	3,300		0.55	
	FLAG POLES	SUB	2	EA	-	-	-	-	-	-	3,500.00	7,000	7,000		1.17	
	TERMITE TREATMENT	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
		SUB	6000	SF	-	-	-	-	-	-	0.15	900	900		0.15	
02000	LANDSCAPE & IRRIGATION														\$ 75,000	
	LANDSCAPE	SUB	1	LS	-	-	-	-	-	-	35,000.00	35,000	35,000		5.83	
	SHUMARD RED OAK - 3", 10'-12"	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	LACEBARK ELM - 3", 10'-12"	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	CHINESE PISTACHIO - 3", 10'-12"	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	YALPON HOLLY - 6"	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	RED FLOWERING CREPE MYRTLE - 8"	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	DWARF BUFORD HOLLY - 5 GAL	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	RED YUCCA - 5 GAL	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	DWARF YALPON HOLLY - 5 GAL	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	MEXICAN FEATHER GRASS - 1 GAL	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	STEEL EDGING	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	BERMUDA SOD	SUB	1	SY	-	-	-	-	-	-	-	-	-		-	
	BED PREP	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	IRRIGATION	SUB	1	LS	-	-	-	-	-	-	35,000.00	35,000	35,000		5.83	
	SLEEVES	SUB	1	LS	-	-	-	-	-	-	5,000.00	5,000	5,000		0.83	
02000	UTILITIES														\$ 177,500	
	WATER	SUB	1	LS	-	-	-	-	-	-	117,500.00	117,500	117,500		19.58	
	WATER MAIN - 12"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	WATER MAIN - 8"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	WATER MAIN - 6"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	FIRE HYDRANTS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	1" IRRIGATION METER	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	2" IRRIGATION METER	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	DOMESTIC/IRRIGATION WATER LINE	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	CASED BORE	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	SANITARY SEWER	SUB	1	LS	-	-	-	-	-	-	53,500.00	53,500	53,500		8.92	
	SANITARY SEWER - 8"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	SANITARY SEWER - 6"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	55 MANHOLES	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	STORM DRAIN	SUB	1	LS	-	-	-	-	-	-	2,500.00	2,500	2,500		0.42	
	STORM PIPE - RCP	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	18"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	12"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	HEADWALLS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	4X4 Y INLET	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	GRATE INLETS	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	CATCH BASINS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	GROUTED RIP-RAP	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	MISCELLANEOUS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	PLATES, BARRICADES, TRAFFIC CONTROL	SUB	1	LS	-	-	-	-	-	-	4,000.00	4,000	4,000		0.67	
	LAYOUT	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	TRENCH SAFETY	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	PIPE TESTING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	INSPECTION FEE - 4.5%	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	PERMITS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
03000	CONCRETE														\$ 695,553	
	BUILDING CONCRETE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	18" PIERS	SUB	1	EA	-	-	-	-	-	-	10,011.00	10,011	10,011		1.67	

	Building	Site	Finishes
40.92	66,655 15,179	66,655 15,179	66,655 15,179
28.33		170,000	
2.95		6,500	
12.50	900		
29.58		35,000 5,000	
116.59	10,011		

Attachment: Early Out GMP - Exhibit A (GMP Light Farms Fire Station Phase 1 Amendment)

Attachment: Early Out GMP - Exhibit A (GMP Light Farms Fire Station Phase 1 Amendment)

[illegible]

Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Revenue	6.67	6.25	-	10.58	5.00	26,500	9.42					

[illegible][illegible]

10.58	-	6.25	6.67
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6.25

6.67

6.67

Attachment: Early Out GMP - Exhibit A (GMP Light Farms Fire Station Phase 1 Amendment)

	TAPE, BED & PAINT	SUB	1	LS	-	-	-	-	-	-	40,000.00	40,000	40,000		6.67
	TAPE & BED	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	PAINTING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	PAINT EXPOSED STRUCTURE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	PAINT RAILINGS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	PAINT DUMPSTER ENCLOSURE AND GATES	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	PAINT BOLLARDS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	PAINT HM DOOR FRAMES	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	PAINT HM DOORS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
10000	SPECIALTIES													DIV 10	\$ 19,250
	FENCING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	WOOD FENCE	SUB	1	LF	-	-	-	-	-	-	5,000.00	5,000	5,000		0.83
	SIGNAGE	SUB	1	LS	-	-	-	-	-	-	10,000.00	10,000	10,000		1.67
	INTERIOR SIGNAGE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	- WAYFINDING SIGNS, DIRECTORIES, PLAQUE, ETC	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	- CODE REQUIRED SIGNAGE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	TOILET PARTITIONS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	TOILET PARTITIONS - OVERHEAD HUNG, PLASTIC LAMINATE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	URINAL SCREEN - WALL HUNG, PLASTIC LAMINATE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	TOILET ACCESSORIES	SUB	1	LS	-	-	-	-	-	-	3,000.00	3,000	3,000		0.50
	TOILET ACCESSORIES	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	FIRE EXTINGUISHERS & CABINETS	SUB	1	LS	-	-	-	-	-	-	600.00	600	600		0.10
	FIRE EXTINGUISHERS & CABINETS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-
	INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	KNOX BOX	SUB	1	LS	-	-	-	-	-	-	650.00	650	650		0.11
	KNOX BOX	SUB	1	EA	-	-	-	-	-	-	-	-	-		-
	INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	PROJECTION SCREENS & PROJECTOR MOUNTS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	PROJECTION SCREEN - ELEC OPERATED - 6'X8'	SUB	1	EA	-	-	-	-	-	-	-	-	-		-
	INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
11000	EQUIPMENT													DIV 11	\$ -
	NOT USED														-
12000	FURNISHINGS													DIV 12	\$ 50,250
	BLINDS	SUB	1	EA	-	-	-	-	-	-	2,500.00	2,500	2,500		0.42
	BLACK OUT SHADES	SUB	1	EA	-	-	-	-	-	-	750.00	750	750		0.13
	FURNISHINGS, FIXTURES & EQUIPMENT	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	BUNKER GEAR	SUB	6	LS	-	-	-	-	-	-	2,000.00	12,000	12,000		2.00
	APPLIANCES	SUB	1	LS	-	-	-	-	-	-	35,000.00	35,000	35,000		5.83
15000	FIRE SUPPRESSION														\$ 22,000
	WET PIPE SYSTEM	SUB	1	SF	-	-	-	-	-	-	22,000.00	22,000	22,000		3.67
	PIPE - SCHEDULE 10	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	BACKFLOW PREVENTER - INSIDE BUILDING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	FDC - WALL MOUNT	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
15000	HVAC														\$ 79,950
	RTU	SUB	15	TONS	-	-	-	-	-	-	5,250.00	78,750	78,750		13.13
	DUCTLESS SPLIT SYSTEM	SUB	1	EA	-	-	-	-	-	-	-	-	-		-
	ELECTRIC UNIT HEATER	SUB	1	A	-	-	-	-	-	-	-	-	-		-
	ROOF MOUNTED EXHAUST FAN	SUB	1	EA	-	-	-	-	-	-	-	-	-		-
	INLINE EXHAUST FAN AND LOUVER	SUB	1	EA	-	-	-	-	-	-	-	-	-		-
	FRILLED AND DIFFUSERS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-
	TEST AND BALANCE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	RTU CURBS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	FACTORY MOUNTED DISCONNECTS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	MISCELLANEOUS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	MECHANICAL IDENTIFICATION	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	ACCESS PANELS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	FIRESTOP PENETRATIONS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	HOISTING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	BUILDING ENERGY MODELING	SUB	1	LS	-	-	-	-	-	-	1,200.00	1,200	1,200		0.20
15000	PLUMBING													DIV 15	\$ 55,000
	PLUMBING	SUB	1	LS	-	-	-	-	-	-	55,000.00	55,000	55,000		9.17
	DOMESTIC WATER PIPING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	SANITARY SEWER PIPING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	FIXTURES	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	GAS PIPING AT BUILDING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	GAS LIG PRIVATE LINE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	GAS SERVICE - ATMOS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
16000	ELECTRICAL													DIV 16	\$ 200,000
	SITE ELECTRICAL	SUB	1	LS	-	-	-	-	-	-	200,000.00	200,000	200,000		33.33
	UNDERGROUND TELEPHONE CONDUIT	SUB	1	LF	-	-	-	-	-	-	-	-	-		-
	PRIMARY CONDUITS	SUB	1	LF	-	-	-	-	-	-	-	-	-		-
	SECONDARY SERVICE TO BUILDING	SUB	1	LF	-	-	-	-	-	-	-	-	-		-
	SITE LIGHTING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	BUILDING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	LIGHTING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	POWER FOR SYSTEMS - PHONE, F/A, SECURITY AND IRRIGATION	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	POWER TO RTU'S	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	POWER TO FPB'S	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	WIRING DEVICES	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	800 AMP SERVICE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	CONDUIT AND PULL STRING FOR PHONE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-
	GROUNDING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-

3.21

650

8.38

3.67

13.33

9.17

33.33

Attachment: Early Out GMP - Exhibit A (GMP Light Farms Fire Station Phase 1 Amendment)

[illegible]

SUBTOTALS		99,000	38,610	59,995	4,950	2,545,802	2,709,747	451.62	\$ 2,709,747
PT&F RATE	39%				EXCLUDE	0.00%			
SALES TAX	2.25%					0.00%	108,390	18.06	
BLDG AREA	6,000					1.50%	40,646	6.77	
SITE AREA	-					BR INSURANCE	3,252	0.54	
						TOTAL	2,862,034	477.01	
						ADJUSTMENTS			
						GL INSURANCE	14,310	2.39	
						SAFETY	2,290	0.38	
						BUILDING PERMIT	-	-	
					EXCLUDE	-	-	-	
						CONTINGENCY	85,861	14.31	
						FEE ON ADJUSTMENTS	4,098	0.68	
							-	-	
						ADJUSTED TOTAL =	2,968,594	494.77	\$ 2,968,594
							-	-	
						FINAL		-	
						FINAL BID AMOUNT =		-	

2019	2020	2021
31.66		
	39,939	
7,000		
17,500		10,500
15,000	100,000	
451.62	1,051,462	642,880
	36,129.95	36,129.95
	13,548.73	13,548.73
	1,083.90	1,083.90
	4,770.06	4,770.06
	763.21	763.21
	28,620.34	28,620.34
	1,366.14	1,366.14
	1,137,744	729,160
189.62	183.61	121.5



Document A133™ - 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

Fire Station #2 – Light Farms
1803 Light Farms Way
Celina, TX 75009

THE OWNER:

City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

THE CONSTRUCTION MANAGER:

Hangartner Commercial, Inc.
239 W Pecan St. Suite 102
Celina, TX 75009

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Two Million Nine Hundred Sixty-Eight Thousand Five Hundred Ninty Four Dollars and Zero Cents (\$ 2,968,594.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

Reference Attached Budget Summary Worksheet – Exhibit “A”

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Attachment: A133-2009 - Early Out GMP (GMP Light Farms Fire Station Phase 1 Amendment)

Alternate No. 1 – ADD DUMPSTER ENCLOSURE	\$39,939.00
Alternate No. 2 – ADD BATTENLOK ROOF IN LIEU OF ULTRADEK ROOF	\$7,000.00
Alternate No. 3 – ADD SPRAY FOAM INSULATION IN LIEU OF FIBERGLASS BATT	\$17,500.00
Alternate No. 4 – ADD METAL LINER PANEL BELOW ROOF INSULATION IN APP BAY	\$10,500.00
Alternate No. 5 – ADD 2000 GALLON FUELING STATION	\$100,000.00
Alternate No. 6 – ADD STORAGE MEZZANINE DECKING	\$15,000.00

§ **A.1.1.4** Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

ITEM	PRICE:
Contractor's Contingency	3% of GMP
P&P Bond	1.5% of GMP
BR Insurance	0.12% of GMP
GL Insurance	0.5% of GMP

§ **A.1.1.5** Assumptions, if any, on which the Guaranteed Maximum Price is based:

This contract sum for the GMP is for the Site Work and Building Shell per the Drawings and Project Manual mentioned in Sections A.1.1.7 and A.1.1.8 of this Document. Assumptions have been made for all Interior Finishes, Landscaping, Irrigation, Exterior Site Finishes, Plumbing Fixtures, Lighting Fixtures, Sectional Doors and any other items not specified in the Site Work and Building Shell package issued by BRW Architects October 15, 2018 and updated Bid Documents on October 19, 2018. These assumptions are to be considered allowances until final Construction Documents are issued and a second Public Bid has occurred for contracting of these items. Assumptions and allowances are subject to additions and deductions by Change Order as provided in the Contract Documents.

§ **A.1.1.6** The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA A133-2009	Agreement between Owner and Construction Manager	08/14/2018	16

§ **A.1.1.7** The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Project Manual	Fire Station No. 2 – Light Farms	10/15/2018	497
Volume 1	Site Work and Building Shell Project Manual		

§ **A.1.1.8** The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Drawing Set	Fire Station No. 2 – Light Farms	10/15/2018
	Site Work and Building Shell Drawing Set	

§ **A.1.1.9** The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Addendum 1 – CONSTRUCTION MANAGER AT RISK AGREEMENT

Addendum 2 – AIA A201-2007 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Addendum 3 – SUPPLEMENTARY CONDITIONS TO AIA A133-2009

ARTICLE A.2

§ **A.2.1** The anticipated date of Substantial Completion established by this Amendment:

01/15/2019

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed Name and Title)

Ben Hangartner, President

(Printed Name and Title)

Attachment: A133-2009 - Early Out GMP (GMP Light Farms Fire Station Phase 1 Amendment)

CITY OF CELINA - FIRE STATION 2														HANGARTNER COMMERCIAL		
CELINA, TX ESTIMATE SUMMARY SHEET																
CSI	DESCRIPTION	LINK	QTY	UNIT	LABOR U/P	LABOR	PT&I	MATERIAL U/P	MATLS	SALES TAX	SUB U/P	SUBS	TOTAL	SUB BONDS	\$ SF	
01000	GENERAL CONDITIONS														DIV 1	\$ 245,505
	JOBSITE OVERHEAD		1	LS	99,000	99,000	38,610	50,075	50,075	4,131	46,760.00	46,760	199,966		33.33	
	GENERAL REQUIREMENTS		1	LS	-	-	-	9,920	9,920	818	34,800.00	34,800	45,538		7.59	
	IMPACT / TAP FEES - EXCLUDE		1	LS	-	-	-	-	-	-	-	-	-		-	
02000	EATHWORK														DIV 2	\$ 200,000
	EARTHWORK	SUB	1	LS	-	-	-	-	-	-	200,000.00	200,000	200,000		33.33	
	CLEAR & GRUB	SUB	4	ACRE	-	-	-	-	-	-	-	-	-		-	
	CUT & FILL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
		SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	STRIP & STOCKPILE TOPSOIL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	MOISTURE CONDITION BUILDING PAD	SUB	1	SF	-	-	-	-	-	-	-	-	-		-	
	SELECT FIL CAP AT BUILDING PAD	SUB	1	SF	-	-	-	-	-	-	-	-	-		-	
	RESPREAD TOP SOIL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	EXCAVATE / GRADE SIDEWALKS	SUB	1	SF	-	-	-	-	-	-	-	-	-		-	
	LAYOUT FOR EARTHWORK	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	DEMO CONCRETE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	EROSION CONTROL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	CONSTRUCTION ENTRANCE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	STAGING AREA - AGGREGATE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	GRAVEL ACCESS ROAD	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	INLET PROTECTION	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	EROSION CONTROL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	REMOVE EROSION CONTROL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
02100	SITE SPECIALTIES														DIV 2	\$ 23,900
	PAVEMENT MARKINGS	SUB	1	LS	-	-	-	-	-	-	6,500.00	6,500	6,500		1.08	
	PARKING SPACES	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	FIRE LANE STRIPING	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	HANDICAP PARKING SYMBOLS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	HANDICAP PARKING SIGNS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	CROSSWALK STRIPING	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	WHEELSTOPS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	POWER WASH PAVING	SUB	1	SF	-	-	-	-	-	-	-	-	-		-	
	STOP SIGNS	SUB	3	EA	-	-	-	-	-	-	1,500.00	4,500	4,500		0.75	
	FLAG POLES	SUB	2	EA	-	-	-	-	-	-	6,000.00	12,000	12,000		2.00	
	TERMITE TREATMENT	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	TERMITE TREATMENT	SUB	6000	SF	-	-	-	-	-	-	0.15	900	900		0.15	
02000	LANDSCAPE & IRRIGATION														DIV2	\$ 72,550
	LANDSCAPE	SUB	1	LS	-	-	-	-	-	-	46,500.00	46,500	46,500		7.75	
	LANDSCAPE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	SHUMARD RED OAK - 3", 10'-12'	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	LACEBARK ELM - 3", 10'-12'	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	CHINESE PISTACHIO - 3", 10'-12'	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	YAUPON HOLLY - 6'	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	RED FLOWERING CREPE MYRTLE - 8'	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	DWARF BUFGORD HOLLY - 5 GAL	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	RED YUCCA - 5 GAL	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	DWARF YAUPON HOLLY - 5 GAL	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	MEXICAN FEATHER GRASS - 1 GAL	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	STEEL EDGING	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	BERMUDA SOD	SUB	1	SY	-	-	-	-	-	-	-	-	-		-	
	BED PREP	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	IRRIGATION	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	IRRIGATION	SUB	1	LS	-	-	-	-	-	-	21,050.00	21,050	21,050		3.51	
	SLEEVES	SUB	1	LS	-	-	-	-	-	-	5,000.00	5,000	5,000		0.83	
02000	UTILITIES														DIV 2	\$ 179,500
	WATER	SUB	1	LS	-	-	-	-	-	-	117,500.00	117,500	117,500		19.58	
	WATER MAIN - 12"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	WATER MAIN - 8"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	WATER MAIN - 6"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	FIRE HYDRANTS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	1" IRRIGATION METER	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	2" IRRIGATION METER	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	DOMESTIC/IRRIGATION WATER LINE	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	CASED BORE	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	SANITATY SEWER	SUB	1	LS	-	-	-	-	-	-	53,500.00	53,500	53,500		8.92	
	SANITATY SEWER - 8"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	SANITATY SEWER - 6"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	SS MANHOLES	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	STORM DRAIN	SUB	1	LS	-	-	-	-	-	-	2,500.00	2,500	2,500		0.42	
	STORM PIPE - RCP	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	18"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	12"	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	HEADWALLS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	4X4 Y INLET	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	GRATE INLETS	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	CATCH BASINS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	GROUTED RIP-RAP	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	

	Building	Site	Finishes
40.92	66,655 15,179	66,655 15,179	66,655 15,179
33.33		200,000	
3.98		6,500	
	900	4,500 12,000	
12.09		46,500	
		21,050 5,000	
29.92		117,500	
		53,500	
		2,500	

	MISCELLANEOUS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	PLATES, BARRICADES, TRAFFIC CONTROL	SUB	1	LS	-	-	-	-	-	-	-	6,000.00	6,000	6,000	-	1.00	-
	LAYOUT	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	TRENCH SAFETY	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	PIPE TESTING	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	INSPECTION FEE - 4.5%	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	PERMITS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
03000	CONCRETE															DIV 3	\$ 730,063
	BUILDING CONCRETE	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	18" PIERS	SUB	1	EA	-	-	-	-	-	-	-	10,011.00	10,011	10,011	-	1.67	-
	24" PIERS	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-
	30" PIERS	SUB	1	EA	-	-	-	-	-	-	-	58,310.00	58,310	58,310	-	9.72	-
	PIER CAPS	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-
	SLAB ON GRADE	SUB	1	LS	-	-	-	-	-	-	-	307,156.00	307,156	307,156	-	51.19	-
	PUMP SLAB	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	TILT WALL PANELS	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-
	GRADE BEAMS	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-
	CASTING BEDS	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-
	COLUMN LEAVEOUTS	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-
	NWC CONCRETE FOR METAL DECK AND METAL STAIR PAN	SUB	1	SETS	-	-	-	-	-	-	-	10,500.00	10,500	10,500	-	1.75	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	SITE CONCRETE	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	PAVING 9"	SUB	1	SF	-	-	-	-	-	-	-	65,675.00	65,675	65,675	-	10.95	-
	PAVING 8"	SUB	1	SF	-	-	-	-	-	-	-	205,146.00	205,146	205,146	-	34.19	-
	PAVING 5"	SUB	1	SF	-	-	-	-	-	-	-	41,100.00	41,100	41,100	-	6.85	-
	PAVING 4"	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-
	PUMP PAVING	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	DUMPSTER PAD	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-
	GENERATOR PAD - ALLOWANCE	SUB	1	LF	-	-	-	-	-	-	-	3,500.00	3,500	3,500	-	0.58	-
	MONUMENT FOOTING - ALLOWANCE	SUB	1	SF	-	-	-	-	-	-	-	2,500.00	2,500	2,500	-	0.42	-
	TRANSFORMER PAD - ALLOWANCE	SUB	1	EA	-	-	-	-	-	-	-	2,500.00	2,500	2,500	-	0.42	-
	CONCRETE BOLLARDS AT APPARATUS BAY DOORS	SUB	1	EA	-	-	-	-	-	-	-	2,400.00	2,400	2,400	-	0.40	-
	PIPE BOLLARD BASE & FILL	SUB	1	A	-	-	-	-	-	-	-	3,765.00	3,765	3,765	-	0.63	-
	LIGHT POLE BASES - ALLOWANCE	SUB	1	EA	-	-	-	-	-	-	-	10,000.00	10,000	10,000	-	1.67	-
	PAVING CONSTRUCTION STAKING - ALLOWANCE	SUB	1	EA	-	-	-	-	-	-	-	7,500.00	7,500	7,500	-	1.25	-
		SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-
04000	MASONRY															DIV 4	\$ 148,500
	BRICK VENEER	SUB	1	LS	-	-	-	-	-	-	-	148,500.00	148,500	148,500	-	24.75	-
	THIN BRICK VENEER	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-
	BRICK VENEER	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	STONE VENEER	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	STONE VENEER	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	MISCELLANEOUS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	DUMPSTER SCREEN WALL	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-
	THRU-WALL FLASHING	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-
	SCAFFOLDING & HOISTING	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
05000	STRUCTURAL & MISCELLANEOUS STEEL															DIV 5	\$ 250,000
	STRUCTURAL STEEL, JOIST & METAL DECK	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	STRUCTURAL STEEL, JOIST & METAL DECK - MATERIAL	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-
	ROOF DECK - 1 1/2" 22 GA WR - STANDARD PAINTED	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	PRE ENGINEERED METAL BUILDING	SUB	1	LS	-	-	-	-	-	-	-	250,000.00	250,000	250,000	-	41.67	-
	ENGINEERING	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	ERECTION/FIELD TESTING & INSPECTION	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	- SHOP INSPECTION	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	MISCELLANEOUS STEEL	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	MISC STEEL SHOWN ON DRAWINGS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	DUMPSTER GATES AND POST (SETS)	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-
	HANDRAILS - INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	BOLLARDS	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-
	GREEN WALL SYSTEM	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	TOILET PARTITION STEEL OH SUPPORT	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	DISH STEEL POST ON ROOF	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	ERECTION	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	ERECTION	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-
	TILT WALL PANELS - ERECTION	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-
	STIFF BACKS	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-
	VERIFY LAYOUT	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	MATTING	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-
06000	CARPENTRY															DIV 6	\$ 66,000
	ROUGH CARPENTRY	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	WOOD BLOCKING AT STOREFRONT/CURTAINWALL SYSTEM	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	WALL/ROOF LINER PANEL WOOD BLOCKING	SUB	1	LS	-	-	-	-	-	-	-	3,500.00	3,500	3,500	-	0.58	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-
	MILLWORK	SUB	1	LS	-	-	-	-	-	-	-	50,000.00	50,000	50,000	-	8.33	-
		SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-

121.68

10,011

58,310

307,156

10,500

24.75

148,500

41.67

250,000

11.00

3,500

6,000

65,675

205,146

41,100

-

-

3,500

2,500

2,500

2,400

3,765

10,000

7,500

		SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	QUARTZ COUNTERTOPS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	QUARTZ TOPS	SUB	1	SF	-	-	-	-	-	-	-	12,500.00	12,500	12,500	-	-	2.08	-	-
07000	THERMAL & MOISTURE PROTECTION																DIV 7	\$	29,600
	AIR BARRIER	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	FLUID APPLIED MEMBRANE AIR BARRIER	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	TYVEK WRAP	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	THRU WALL FLASHING W/MEMBRANE	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	WATER REPELLANT COATING	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	WATER PROOFING INSIDE RETAINING WALLS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	THERMAL INSULATION	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	VINYL BACKED WALL AND CEILING INSULATION	SUB	1	LS	-	-	-	-	-	-	-	22,000.00	22,000	22,000	-	-	3.67	-	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	SEALANTS	SUB	1	LF	-	-	-	-	-	-	-	7,600.00	7,600	7,600	-	-	1.27	-	-
	SEALANTS AT PAVING EXPANSION JOINTS	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	SEALANTS AT PAVING CONTROL JOINTS	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	SEALANTS AT SIDEWALK EXPANSION JOINTS	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	REMOVE EXPANSION JOINT MATERIAL	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	TILT WALL PANELS	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	MASONRY JOINTS	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	DOOR/WINDOW FRAMES	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
07000	ROOFING																DIV 7	\$	-
	ROOFING	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	DUROLAST ROOFING - R-30	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	TPO ROOFING - R-30	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	STANDING SEAM METAL ROOF	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	WALKPADS	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	ROOF SPECIALTIES	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PREFINISHED COPING CAP	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PREFINISHED COLLECTOR HEADS AND DOWNSPOUTS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	OVERFLOW SCUPPERS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	MISC GALVANIZED FLASHING	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	ROOF ACCESSORIES	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	ROOF HATCH - 30" X 96"	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
08000	DOORS, FRAMES & HARDWARE																DIV 8	\$	97,000
	HM DOOR FRAMES	SUB	1	EA	-	-	-	-	-	-	-	57,000.00	57,000	57,000	-	-	9.50	-	-
	ALUMINUM WINDOWS/DOOR FRAMES	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	HM DOORS	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	WOOD DOORS	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	HARDWARE	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	INSTALL DOORS & HARDWARE (IN DRYWALL)	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	OVERHEAD SECTIONAL DOORS W ELECTRIC OPENERS - ALLOWANCE	SUB	1	EA	-	-	-	-	-	-	-	40,000.00	40,000	40,000	-	-	6.67	-	-
	CONSUMABLES	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
08000	SPECIAL FUNCTION DOORS																DIV 8	\$	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
08000	ENTRANCES, STOREFRONTS & CURTAINWALLS																DIV 8	\$	32,500
	STOREFRONT - EXTERIOR	SUB	1	LS	-	-	-	-	-	-	-	32,500.00	32,500	32,500	-	-	5.42	-	-
	INTERIOR STOREFRONT SYSTEM	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	EXTERIOR STOREFRONT SYSTEM - UNDER 12'	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	EXTERIOR STOREFRONT SYSTEM - OVER 12'	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	CLEAR ANODIZED ALUMINUM FRAME	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	EXT GLASS - 1" INSULATED	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	WARRANTIES - FOR GLASS	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	TESTING - LAB & FIELD	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	ALUMINUM ENTRANCE DOORS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	ALUMINUM ENTRANCE DOORS	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	DOOR HARDWARE	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	MIRRORS - RESTROOMS	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
09000	DRYWALL / ACOUSTICAL																DIV 9	\$	104,850
	DRYWALL	SUB	1	LS	-	-	-	-	-	-	-	84,000.00	84,000	84,000	-	-	14.00	-	-
	EXT WALL FRAMING	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	INTERIOR PARTITIONS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	SOUND BATT INSULATION	SUB	1	LS	-	-	-	-	-	-	-	5,000.00	5,000	5,000	-	-	0.83	-	-
	WALL TYPES	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	- 3D WALL	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	- 1D WALL	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	- 1C WALL	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

4.93

22,000

3,500

INCLUDED IN PEMB

16.17

40,000

-

5.42

32,500

17.48

Attachment: FS 2 - DIV ESTIMATE - FINAL GMP 05.06.19 (GMP Light Farms Fire Station Phase 1 Amendment)

12,500

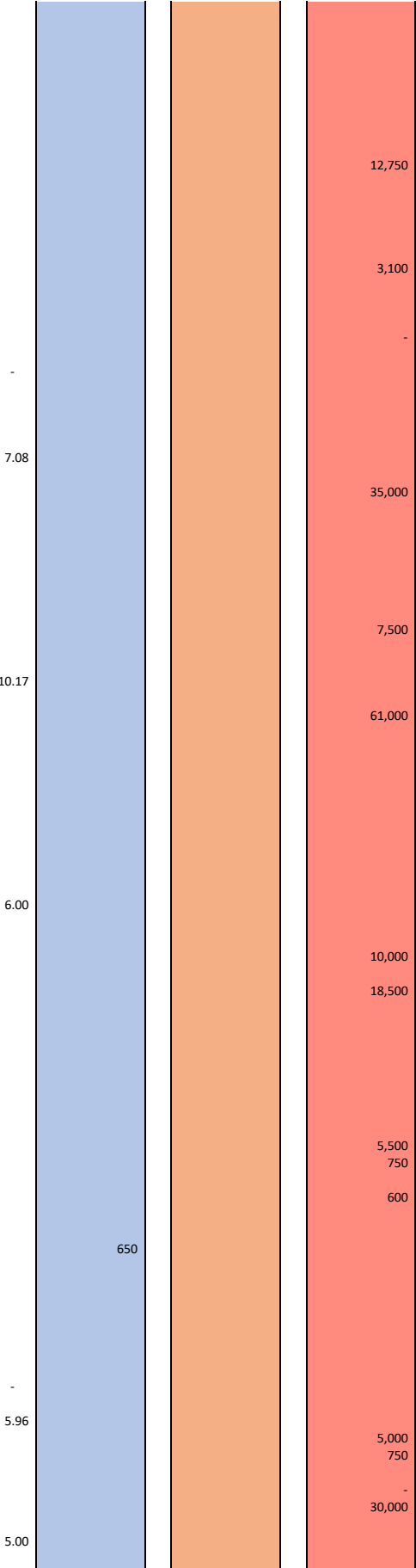
4,100

57,000

84,000

5,000

	- 2D WALL	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	- 3C WALL	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	- 1F WALL	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	- 1E WALL	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	- 6D WALL	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	- 5D WALL	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	- 3E WALL	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	- 4D WALL	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	GYP CEILING	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	ACOUSTICAL CEILINGS	SUB	1	SF	-	-	-	-	-	-	-	12,750.00	12,750	12,750	-	-	2.13	-	-
	DOOR FRAMES - INSTALL	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	WINDOW FRAMES - INSTALL	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	MISCELLANEOUS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	ENGINEERING	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	INSTALL DOOR & HARDWARE	SUB	1	LS	-	-	-	-	-	-	-	3,100.00	3,100	3,100	-	-	0.52	-	-
	LAYOUT FOR DRYWALL	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	MANLIFTS/SCAFFOLDING	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	VERIFY LAYOUT	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	FRP	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
09000	EIFS																DIV 9	\$	-
	EIFS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	1 1/2" EIFS W / WAERPROOFING AT SOFFITS	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
09000	FLOORING																DIV 9	\$	42,500
	FLOORING	SUB	1	LS	-	-	-	-	-	-	-	35,000.00	35,000	35,000	-	-	5.83	-	-
	CARPET TILE - CPT1 & CPT2	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	RUBBER BASE	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	FLOOR TILE	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	WALL TILE	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	STAINED CONCRETE	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	STAINED CONCRETE	SUB	1	SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	SEALED CONCRETE	SUB	1	SF	-	-	-	-	-	-	-	7,500.00	7,500	7,500	-	-	1.25	-	-
	DECORATIVE SAW CUT JOINTS	SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
09000	PAINT & WALLCOVERINGS																DIV 9	\$	61,000
	TAPE, BED & PAINT	SUB	1	LS	-	-	-	-	-	-	-	61,000.00	61,000	61,000	-	-	10.17	-	-
	TAPE & BED	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PAINTING	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PAINT EXPOSED STRUCTURE	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PAINT RAILINGS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PAINT DUMPSTER ENCLOSURE AND GATES	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PAINT BOLLARDS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PAINT HM DOOR FRAMES	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PAINT HM DOORS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10000	SPECIALTIES																DIV 10	\$	36,000
	FENCING	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	6' IRON FENCE	SUB	1	LF	-	-	-	-	-	-	-	10,000.00	10,000	10,000	-	-	1.67	-	-
		SUB	1	LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	SIGNAGE	SUB	1	LS	-	-	-	-	-	-	-	18,500.00	18,500	18,500	-	-	3.08	-	-
	INTERIOR SIGNAGE	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	- WAYFINDING SIGNS, DIRECTORIES, PLAQUE, ETC	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	- CODE REQUIRED SIGNAGE	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	TOILET PARTITIONS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	TOILET PARTITIONS - OVERHEAD HUNG, PLASTIC LAMINATE	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	URINAL SCREEN - WALL HUNG, PLASTIC LAMINATE	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	TOILET ACCESSORIES	SUB	1	LS	-	-	-	-	-	-	-	5,500.00	5,500	5,500	-	-	0.92	-	-
	MIRRORS	SUB	1	LS	-	-	-	-	-	-	-	750.00	750	750	-	-	0.13	-	-
	INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	FIRE EXTINGUISHERS & CABINETS	SUB	1	LS	-	-	-	-	-	-	-	600.00	600	600	-	-	0.10	-	-
	FIRE EXTINGUISHERS & CABINETS	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	KNOX BOX	SUB	1	LS	-	-	-	-	-	-	-	650.00	650	650	-	-	0.11	-	-
	KNOX BOX	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PROJECTION SCREENS & PROJECTOR MOUNTS	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PROJECTION SCREEN - ELEC OPERATED - 6'X8'	SUB	1	EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	INSTALLATION	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11000	EQUIPMENT																DIV 11	\$	-
	NOT USED																-	-	-
12000	FURNISHINGS																DIV 12	\$	35,750
	BLINDS	SUB	1	EA	-	-	-	-	-	-	-	5,000.00	5,000	5,000	-	-	0.83	-	-
	BLACK OUT SHADES	SUB	1	EA	-	-	-	-	-	-	-	750.00	750	750	-	-	0.13	-	-
	FURNISHINGS, FIXTURES & EQUIPMENT	SUB	1	LS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	BUNKER GEAR	SUB	6	LS	-	-	-	-	-	-	-	OWNER PROVIDED		-	-	-	-	-	-
	APPLIANCES	SUB	1	LS	-	-	-	-	-	-	-	30,000.00	30,000	30,000	-	-	5.00	-	-
15000	FIRE SUPPRESSION																	\$	30,000



	WET PIPE SYSTEM	SUB	1	SF	-	-	-	-	-	-	30,000.00	30,000	30,000		5.00	
	PIPE - SCHEDULE 10	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	BACKFLOW FREVENTER - INSIDE BUILDING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	FDC - WALL MOUNT	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
15000	HVAC															\$ 117,000
	RTU	SUB	1	EA	-	-	-	-	-	-	115,800.00	115,800	115,800		19.30	
	DUCTLESS SPLIT SYSTEM	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	ELECTRIC UNIT HEATER	SUB	1	A	-	-	-	-	-	-	-	-	-		-	
	ROOF MOUNTED EXHAUST FAN	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	INLINE EXHAUST FAN AND LOUVER	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	FRILLED AND DIFFUSERS	SUB	1	EA	-	-	-	-	-	-	-	-	-		-	
	TEST AND BALANCE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	RTU CURBS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	FACTORY MOUNTED DISCONNECTS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
		SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	MISCELLANEOUS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	MECHANICAL IDENTIFICATION	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	ACCESS PANELS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	FIRESTOP PENETRATIONS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	HOISTING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	BUILDING ENERGY MODELING	SUB	1	LS	-	-	-	-	-	-	1,200.00	1,200	1,200		0.20	
15000	PLUMBING														DIV 15	\$ 97,750
	PLUMBING	SUB	1	LS	-	-	-	-	-	-	97,750.00	97,750	97,750		16.29	
	DOMESTIC WATER PIPING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	SANITARY SEWER PIPING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	FIXTURES	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	GAS PIPING AT BUILDING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	GAS UG PRIVATE LINE	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	GAS SERVICE - ATMOS	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
16000	ELECTRICAL														DIV 16	\$ 414,000
	SITE ELECTRICAL	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	UNDERGROUND TELEPHONE CONDUIT	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	PRIMARY CONDUITS	SUB	1	LF	-	-	-	-	-	-	50,000.00	50,000	50,000		8.33	
	SECONDARY SERVICE TO BUILDING	SUB	1	LF	-	-	-	-	-	-	-	-	-		-	
	SITE LIGHTING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
		SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	BUILDING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	LIGHTING	SUB	1	LS	-	-	-	-	-	-	93,500.00	93,500	93,500		15.58	
	GENERAL ELECTRICAL	SUB	1	LS	-	-	-	-	-	-	43,500.00	43,500	43,500		7.25	
	GEAR & GENERATOR	SUB	1	LS	-	-	-	-	-	-	87,500.00	87,500	87,500		14.58	
	DATA INFRASTRUCTURE	SUB	1	LS	-	-	-	-	-	-	18,000.00	18,000	18,000		3.00	
	SECURITY	SUB	1	LS	-	-	-	-	-	-	43,500.00	43,500	43,500		7.25	
	AUDIO VISUAL - ALLOWANCE	SUB	1	LS	-	-	-	-	-	-	14,500.00	14,500	14,500		2.42	
	ALERTING TONE OUT SYSTEM - ALLOWANCE	SUB	1	LS	-	-	-	-	-	-	50,000.00	50,000	50,000		8.33	
	GROUNDING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	GROUNDING	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	FIRE ALARM	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	FIRE ALARM SYSTEM	SUB	1	LS	-	-	-	-	-	-	13,500.00	13,500	13,500		2.25	
17000	MISCELLANEOUS ITEMS														DIV 17	\$ 99,439
		SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	ALTERNATE #1 - ADD DUMPSTER ENCLOSURE	SUB	1	LS	-	-	-	-	-	-	39,939.00	39,939	39,939		6.66	
	ALTERNATE #2 - ADD BATTENLOK IN LIEU OF ULTRADEK	SUB	1	LS	-	-	-	-	-	-	7,000.00	7,000	7,000		1.17	
	ALTERNATE #3 - ADD SPRAY FOAM INSULATION IN LIEU OF FIBERGLASS BAT	SUB	1	LS	-	-	-	-	-	-	17,500.00	17,500	17,500		2.92	
	ALTERNATE #4 - ADD METAL LINER PANEL BELOW ROOF INSULATION IN APP	SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
	ALTERNATE #5 - ADD 2000 GALLON FUELING STATION - ALLOWANCE	SUB	1	LS	-	-	-	-	-	-	20,000.00	20,000	20,000		3.33	
	ALTERNATE #6 - ADD STORAGE MEZZANINE DECKING	SUB	1	LS	-	-	-	-	-	-	15,000.00	15,000	15,000		2.50	
		SUB	1	LS	-	-	-	-	-	-	-	-	-		-	
		SUB	1	LS	-	-	-	-	-	-	-	-	-		-	

SUBTOTALS		99,000	38,610	59,995	4,950	2,949,462	3,113,407	518.90	\$ 3,113,407
	PTI&FB RATE	39%		SUB BONDS	EXCLUDE	0.00%	-	-	
	SALES TAX	8.25%		FEE		4.00%	124,536	20.76	
	BLDG AREA	6,000		P&P BONDS		1.50%	46,701	7.78	
	SITE AREA	-		BR INSURANCE		0.12%	3,736	0.62	
				TOTAL			3,288,380	548.06	
				ADJUSTMENTS				-	
				GL INSURANCE		0.50%	16,442	2.74	
				SAFETY		0.080%	2,631	0.44	
								-	
				BUILDING PERMIT	EXCLUDE		-	-	
				CONTINGENCY		3.00%	98,651	16.44	
				FEE ON ADJUSTMENTS		4.00%	4,709	0.78	
								-	
				ADJUSTED TOTAL =			3,410,813	568.47	\$ 3,410,813
								-	
			FINAL	FINAL BID AMOUNT =				-	

Attachment: FS 2 - DIV ESTIMATE - FINAL GMP 05.06.19 (GMP Light Farms Fire Station Phase 1 Amendment)



BUDGET SUMMARY - FINAL GMP
CITY OF CELINA - FIRE STATION NO 2
CELINA, TX
5/7/2019

CSI	DESCRIPTION	TOTAL
01000	GENERAL CONDITIONS	199,966
01000	GENERAL REQUIREMENTS	45,538
02000	EARTHWORK	200,000
02000	SITE SPECIALTIES	23,900
02000	LANDSCAPING & IRRIGATION	72,550
02000	UTILITIES	179,500
03000	CONCRETE	730,063
04000	MASONRY	148,500
05000	STRUCTURAL & MISCELLANEOUS STEEL	250,000
06000	CARPENTRY	66,000
07000	THERMAL & MOISTURE PROTECTION	29,600
07000	ROOFING	INCL
08000	DOORS, FRAMES & HARDWARE	97,000
08000	ENTRANCES, STOREFRONTS & CURTAINWALLS	32,500
09000	DRYWALL / ACOUSTICAL	104,850
09000	FLOORING	42,500
09000	PAINT & WALLCOVERING	61,000
10000	SPECIALTIES	36,000
12000	FURNISHINGS	35,750
15000	HVAC	117,000
15000	PLUMBING	97,750
15000	FIRE SUPPRESSION	30,000
16000	ELECTRICAL	414,000
17000	MISC ITEMS - ALTERNATES (SEE BELOW)	99,439
	INSURANCE	22,809
	PAYMENT & PERFORMANCE BOND	46,701
	BUILDING PERMIT - ALLOWANCE	-
	CONTINGENCY	98,651
	FEE	129,245

TOTAL 3,410,813

BUDGET QUALIFICATIONS - SITE WORK, BUILDING SHELL & INTERIOR FINISH OUT

CITY OF CELINA - FIRE STATION NO 2

CELINA, TX

5/7/2019

- 1 This proposal is based upon the following documents:
 - Early Out Drawings prepared by BRW Architects, dated October 15, 2018 & Interior Finish Out Drawings prepared by BRW Architects dated January 31, 2019
 - Civil Drawings prepared by Pacheco Koch, stamped October 18, 2018
 - Project Manual Specifications prepared by BRW Architects, dated October 15, 2018
 - Project Manual Specifications prepared by BRW Architects VOL 1 & 2 dated January 31, 2019
- 2 THIS CONTRACT SUM FOR THE GMP IS FOR THE SITE WORK AND BUILDING SHELL PER THE DRAWINGS AND PROJECT MANUAL MENTIONED ABOVE. ASSUMPTIONS HAVE BEEN MADE FOR ALL INTERIOR FINISHES, LANDSCAPING, IRRIGATION, EXTERIOR SITE FINISHES, PLUMBING FIXTURES, LIGHTING FIXTURES, SECTIONAL DOORS AND ANY OTHER ITEMS NOT SPECIFIED IN THE SITE WORK AND BUILDING SHELL PACKAGE ISSUED BY BRW ARCHITECTS OCTOBER 15, 2018 AND UPDATED BID DOCUMENTS ON OCTOBER 19, 2018. THESE ASSUMPTIONS ARE TO BE CONSIDERED ALLOWANCES UNTIL FINAL CONSTRUCTION DOCUMENTS ARE ISSUED AND A SECOND PUBLIC BID HAS OCCURED FOR CONTRACTING OF THESE ITEMS. ASSUMPTIONS AND ALLOWANCES ARE SUBJECT TO ADDITIONS AND DEDUCTIONS BY CHANGE ORDER AS PROVIDED IN THE CONTRACT DOCUMENTS.
- 3 Project is considered new construction, therefore standard sales tax applies
- 4 This proposal is based upon a construction duration of 10 months
- 5 General Conditions are not fixed or guaranteed on a line item basis and will be reimbursed subject to the overall contract. An allowance of 2.5 days per month (non-accumulating) is included in the project schedule for adverse weather or other delays beyond the control of hangartner Commercial. This allowance is on a month-by-month basis and unused days do not carry over to subsequent months. Hangartner will be entitled to a time extension and contract adjustment by change order for pro-rated per day general conditions as per contract budget for all days in excess of this allowance.
- 6 The quote includes approximately \$TBD for the future site (site utilities, earthwork, landscape/irrigation, site paving, entry approach and striping)
- 7 The building permit and plan review fee is EXCLUDED
- 8 Development, impact, deposits, roadway use, utility inspection and/or prorata fees are excluded
- 9 Testing services are excluded
- 10 Testing for abatement of hazardous or contaminated materials, including mold is excluded
- 11 Utility company design/construction charges or fees are excluded
- 12 Payment and performance bond is included
- 13 Premium costs for sustainable construction/materials is excluded
- 14 Overtime or project expediting is excluded
- 15 This proposal is based upon mutually agreeable contract terms
- 16 This proposal is based upon monthly draw payments being received by the 20th day of each month
- 17 Soil stabilization of any kind has been excluded
- 18 Rock excavation is excluded
- 19 Any work associated with Oncore, AT&T/Verizon and Atmos piping rough-in is excluded
- 20 6 - 18" dia Pier Casing @ 35' = \$12,250.00
- 21 22 - 30" dia Pier Casing @ 43' = \$72,000.00
- 22 This proposal is based upon one install of carton void forms. Separate charges to remove and replace weathered carton void forms will be billed on a Time & Material basis.
- 23 Fire protection system is based upon shell/finished out building coverage. Hile pile storage/in-rack coverage is excluded
- 24 The proposal is based on spreading foundation beam spoils, foundation pier spoils and electric underground trench spoils on future building site.
- 25 We exclude all furniture, window treatments, bunker gear and related carts, equipment, etc.
- 26 Telephone/data wiring/terminations and/or equipment, security and/or controlled access systems are included
- 27 We have included standard color selections for millwork, toilet partitions and interior doors.

Alternates:

1	ADD DUMPSTER ENCLOSURE	\$39,939
2	ADD BATTENLOK IN LIEU OF ULTRADEK	\$7,000
3	ADD SPRAY FOAM INSULATION IN LIEU OF FIBERGLASS BATT	\$17,500
4	ADD METAL LINER PANEL BELOW ROOF INSULATION IN APP BAY	-
5	ADD 2000 GALLON FUELLING STATION	\$20,000
6	ADD STORAGE MEZZANINE DECKING	\$15,000
TOTAL ALTERNATES:		\$99,439



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Dawn Berry, Purchasing Manager
 CC: Mark Metdker, Public Safety Director
 Date: May 14, 2019
 Re: <Insert Subject/RE Here>

Action Requested:

Consider and act to authorize the City Manager to execute an agreement between the City of Celina and Siddons Martin Emergency Group, LLC in the amount of \$787,131.72 for a new Pierce Custom Velocity PUC Pumper Truck. (Metdker)

Background Information:

The equipment for this purchase includes all parts labor, inspection, and delivery to obtain one new Pierce Custom Velocity PUC Pumper. This unit will be used at Station 2 and will allow the existing unit to go into reserve status.

The equipment is available from Insituform Technologies through BuyBoard contract 571-18. The City maintains an executed Interlocal Agreement with BuyBoard. Chapter 271 of the local Government Code authorizes cooperative purchases. Use of the contract satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Board Review/Citizen Input:

N/A

Alternatives:

No Alternatives

Financial Considerations:

Funding is available in within existing 2018 CO Bonds
 Project F13
 Account 105-777-00-8507

Legal Review:

N/A

Supporting Documents:

Proposal
 Proposal Option List

Staff Recommendation:

Staff recommends authorizing the purchase of one Pierce Pumper in an amount not to exceed \$787,131.72.

Siddons Martin Emergency Group, LLC
 3500 Shelby Lane
 Denton, Texas 76207
 GDN PI15891
 TXDOT MVD No. A115890
 EIN 27-4333590



May 7, 2019

CELINA FIRE DEPARTMENT
302 WEST WALNUT ST
CELINA, TX 75009

Proposal for Velocity PUC Pumper 835

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to **CELINA FIRE DEPARTMENT**. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery to **CELINA FIRE DEPARTMENT** and training on operation and use of the apparatus.

Description	Amount
1) Pierce-Custom Velocity PUC Unit price -	
\$808,185.72	
Price guaranteed for 60 days. Delivery within 8.5-10.5 months of order date. A warranty term of 12 months is included.	
Vehicle Price	\$806,685.72
Chassis Prepay Discount	(\$9,438.00)
Full Prepay Discount	(\$11,616.00)
Sub Total	\$785,631.72
Contract Amount	<u>\$1,500.00</u>
Final Sales Price	\$787,131.72

Additional. This price includes install of loose equipment, Poly work allotment of 5k, install of a Firecom wireless system along with radio and MDT install. This price also includes a Pre Construction, Mid Point, and Final inspection for 4 Celina FD personnel.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation. In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition by Manufacturer.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin Emergency Group to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC

Sincerely,

Scott Beckwith

Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of **CELINA FIRE DEPARTMENT**, agree to all of the terms of this proposal and the specifications attached hereto and this proposal will be binding upon **CELINA FIRE DEPARTMENT**.

Signature & Date

Attachment: CelinaPUCPumperProposal (Engine for FS 2)



Proposal Option List

7.N.b
5/7/2019

Customer: CELINA FIRE DEPARTMENT
Representative Beckwith, Scott
Organization: Siddons-Martin Emergency Group
Requirements Manager:
Description: Celina Velocity PUC
Body: Pumper, PUC, Aluminum
Chassis: Velocity Chassis, PUC (Big Block), 2010

Bid Number: 802
Job Number:
Number of Units: 1
Bid Date: 04-26-2019
Stock Number:
Price Level: 38 (Current: 38)

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0000114		Inspection Trip(s)	3
			Qty, - 03	
			Fill in Blank - Four (4)	
11	0620358		Consortium, Buy Board	1
12	0537375		Unit of Measure, US Gallons	1
13	0030006		Bid Bond Not Requested	1
14	0540326		Performance Bond, Not Requested	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0564230		Velocity Chassis, PUC (Big Block), 2010	1
18	0000110		Wheelbase	1
			Wheelbase - 190.00	
19	0000070		GVW Rating	1
			GVW rating - 53,800	
20	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
21	0756525		Frame Liner, Internal "C" 12.50" x 3.00" x .25", XT/Vel/Imp, Full Length, 56"Qv	1
22	0508849		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Imp/Vel	1
23	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/DCF/Enf	1
24	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
25	0000322		Oil Seals, Front Axle	1
26	0078244		Tires, Front, Michelin, XZY3 (wb), 425/65R22.50, 20 ply	1
27	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
28	0530467		Axle, Rear, Meritor RS30-185, 31,000 lb, Imp/Vel/Dash CF	1
29	0544250		Top Speed of Vehicle, 65 MPH	1
30	0122074		Suspen, Rear, Standens, Spring, 31,000 lb, Imp/Vel/Dash CF	1
31	0000485		Oil Seals, Rear Axle	1
32	0057815		Tires, Rear, Michelin, XDN2 Grip, 315/80R22.50, LRL, Single	1
33	0019668		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
34	0568081		Tire Balancing, Counteract Beads	1
35	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
36	0057936		Covers, Lug Nut, Chrome	1
37	0002045		Mud Flaps, w/logo front & rear	1
38	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
39	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
40	0010670		ABS Wabco Brake System, Single rear axle	1
41	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
42	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
43	0058463		Air Compressor, Brake, Bendix 15.8 CFM	1

Attachment: ProposalOptionListAll_20190507121834948 (Engine for FS 2)

Line	Option	Type	Option Description	Qty
44	0000786		Brake Reservoirs, Four	1
45	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
46	0000790		Brake Lines, Nylon	1
47	0000858		Inlet/Outlet, Air, w/Disconnect Fitting	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
48	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
49	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
50	0610845		Engine, DDC DD13, 525 hp, 1850 lb-ft, W/OBD, EPA 2016, REPTO, Velocity	1
51	0001244		High Idle w/Electronic Engine, Custom	1
52	0590300		Engine Brake, Jacobs Compression Brake, DD13	1
			Switch, Engine Brake - f) DD13	
53	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
54	0123135		Air Intake, w/Ember separator, Imp/Vel	1
55	0565965		Exhaust System, 5", 2010 DD13, ISX engine, Horizontal, Right Side	1
56	0787999		Radiator, Impel/Velocity	1
57	0616439		Cooling Hoses, Gates Silicone	1
58	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
59	0001129		Lines, Fuel	1
60	0662965		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle Door	1
61	0552793		Not Required, Fuel Priming Pump	1
62	0552712		Not Required, Shutoff Valve, Fuel Line	1
63	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
64	0011125		Door, Fuel Fill Painted Job Color	1
			Qty, - 01	
65	0690880		No Selection Required From This Category	1
66	0642533		Trans, Allison 5th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/DCF/Enf	1
67	0512762		Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/DCF/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
68	0517604		Transmission Programming, Park to Neutral, PUC	1
69	0684459		Transmission Oil Cooler, Modine, External	1
70	0001375		Driveline, Spicer 1810	1
71	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
72	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
73	0509230		Steering Wheel, 4 Spoke without Controls	1
74	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - CELINA	
			Text, Row (2) Two - FIRE	
			Text, Row (3) Three - DEPT	
75	0536235		Bumper, 19" Extended, Steel Painted, Imp/Vel	1
76	0616492		Tray, Hose, Center, 19" Bumper, Outside Air Horns, Imp/Vel	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 21) 150' of 1.75"	
77	0761141	SP	Cover, Aluminum Treadplate, One (1) Black D-Ring Latch, Hose Tray, Notched	1
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	
78	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
79	0002270		Tow Hooks, Chrome	1
80	0579706		Deflector, Stainless, Hose Tray, Each	1
			Location - in front hosebed.	
			Qty, - 1	
81	0608054		Coating, Protective Line-X, Hose Tray Cover(s), Black	1
			Qty, Hose Tray Covers - 1	
82	0608055		Coating, Protective Line-X, Bumper Gravel Pan, Black	1
83	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
84	0777829	SP	Cab, Velocity FR, 7010 Raised Roof w/Notch, Pumper/HDR PUC	1
85	0668309		Engine Tunnel, ISL and DD13, Impel/Velocity FR	1
86	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
87	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
88	0123176		Grille, Bright Finished, Front of Cab, Impel/Velocity	1
89	0646179		Trim, S/S, Rect Headlights, VEL/IMP	1
			Material Trim/Scuffplate - b) S/S, Brushed	
			Turnsignal Covers - No Covers	

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Attachment: ProposalOptionListAll_20190507121834948 (Engine for FS 2)

Line	Option	Type	Option Description	Qty
90	0015440		No Chrome Molding, On side of cab	1
91	0590424		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Black	1
92	0667921		Door, Half-Height, Velocity FR 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
93	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocite 4-Door Cab	1
94	0667905		Storage Pockets w/ Elastic Cover, Recessed, Impel/Velocite FR	1
95	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocite FR	1
96	0774088	SP	Steps, 4-Door Full Tilt Cab, Pierce Poly Step Well, Imp/Vel	1
			Color, Line-X, Per Item - a) black	
97	0770198		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, Black, 4-Dr Cab	1
			Color, Handrail Light - Red	
			Control, Handrail Light - Body Handrail Controls	
98	0509649		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step	1
99	0002140		Fenders, S/S on Cab	1
100	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
101	0568605		Not Required, Interior Trim, No Cab Side Windows	1
102	0012090		Not Required, Windows, Front/Side of raised roof	1
103	0509287		Windows, Rear CC, (2) 11.25" x 18", Velocity	1
104	0553196		Trim, Cab Rear Windows, Velocity	1
105	0635628		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Lip, Vel/Imp	1
			Mounting Provision Spacing - .75"	
			Material Finish, Cab Interior - Painted	
			Lip - 1.25"	
106	0647586		Cab Interior, Turnout Tuff, Impel/Velocite FR	1
			Color, Cab Interior Vinyl/Fabric - c) Black	
107	0667943		Cab Interior, Paint Color, Impel/Velocite FR	1
			Color, Cab Interior Paint - b) black	
108	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
109	0667936		Heater/defroster, Dual Zone Control, Impel/Velocite FR	1
110	0603347		Air Conditioning, Dual Zone Control, Impel/Velocite FR	1
			Paint Color, A/C Condenser - Painted by OEM	
111	0640814		Dual Condensate Drain Tubes for A/C Drip Pan, Imp/Vel FR	1
112	0788991		Air Conditioning, Coleman-Mach 8, Roughneck, 120V, 15K Cool Only, Cab Roof, Black	1
			Thermostat - Coleman ceiling unit	
			AC Power Source - Shoreline	
113	0627910		Sun Visor, Vinyl/Fabric, Imp/Vel	1
			Sun Visor Retention - No Retention	
			Sun Visor, Vinyl/Fabric - Turnout Tuff	
114	0548173		Grab Handles, Driver and Passenger Door Post, Imp/Vel	1
115	0583938		Lights, Engine Comp, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
116	0122516		Fluid Check Access, Imp/Vel	1
117	0583040		Frontal Impact Protection	1
118	0622618		Seating Capacity, 5 Seats	1
119	0697009		Seat, Driver, Pierce PS6, Base, Air Ride, High Back	1
120	0666473		Seat, Officer, Pierce PS6, Base, SCBA, Frontal Impact	1
121	0510037		Radio Compartment, Below Officer Seat, Imp/Vel	1
122	0771848		Cabinet, Rear Facing, LS, 24 W x 28 H x 30.5 D, Web, Ext Acc, Imp/Vel	1
			Type of fastener - 1" cam buckle	
			Restraint Location - Top (towards roof of truck)	
			Light, Short Cabinet -	
			Scuffplate, Door Pan, Material/Finish - S/S, Polished	
			Material Finish, Shelf -	
			Shelf/Tray, Cabinet -	
			Door, Cab Exterior Cabinet -	
			Door, Exterior Stop - Bumper	
			Louvers, Cabinet - 0-No Louvers	
123	0102783		Not Required, Seat, Rr Facing C/C, Center	1
124	0752602		Cabinet, Rear Facing, RS, 21.5 W x 28 H x 26.5 D, Web, Ext Acc, Imp/Vel	1
			Type of fastener -	
			Restraint Location -	
			Light, Short Cabinet -	

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Attachment: ProposalOptionListAll_20190507121834948 (Engine for FS 2)

Line	Option	Type	Option Description	Qty
124			Scuffplate, Door Pan, Material/Finish - S/S, Polished Material Finish, Shelf - Shelf/Tray, Cabinet - Door, Cab Exterior Cabinet - Door, Exterior Stop - Bumper Louvers, Cabinet - 0-No Louvers	
125	0647182		Seat, Forward Facing C/C, DS Outboard, Pierce PS6, Base, SCBA, Foldup, 3" Inbrd	1
126	0123170		Seat, Forward Facing C/C, Center, (1) Pierce PS6, Base, SCBA	1
127	0647180		Seat, Forward Facing C/C, PS Outboard, Pierce PS6, Base, SCBA, Foldup, 3" Inbrd	1
128	0566653		Upholstery, Seats In Cab, Turnout Tuff Color, Cab Interior Vinyl/Fabric - c) Black	1
129	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 04	4
130	0690610		Embroidery, Seats, Cab and Crew Cab Qty, Seats Embroidery - 5 Seats	1
131	0639118	SP	Embroidery, Special Color, Seats Inc Seats, Standard Logos Color - 2) red	1
132	0603867		Seat Belt, ReadyReach Seat Belt Color - Red	1
133	0604864		Seat Belt Height Adjustment, 5 Seats, Imp/Vel, Dash CF	1
134	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
135	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
136	0631776		Not Required, Overhead Map Lights	1
137	0556186		Handlts, (4) Streamlight, Survivor C4 LED, 12v, Orange, 90503 Steady Charge Location, Lights - (2) mounted above the driver and officer seats near the headset hangers, (2) mounted on floor outside the driver and officer seats near the door. Angled surface is preferred if possible. See file "32900 Streamlight Locations.pdf" in the Stage 3 E-folder	1
138	0545931		Handlight, Streamlight, Survivor, 90503, C4 LED, 120v, Orange, Steady Charge Qty, Lights - 03 Location, Lights - Ceiling in Crew cab near headset jacks (3)	3
139	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010, Dash CF	1
140	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
141	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
142	0509042		Messages, Open Door/Do Not Move Truck, MUX w/Color Display	1
143	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX Location, Emerg Sw Pnls - Driver's Side Overhead	1
144	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
145	0548009		Wiring, Spare, 20 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location, Spare Wiring - Behind Officer Seat	1
146	0645536		Wiring, Spare, 3 A 12V DC 2nd Qty, - 01 12vdc power from - Battery direct Wire termination - Butt Splice Location - Officer side of dash - exterior - not hidden	1
147	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 03 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location, Spare Wiring - Officer Dash and EMS Compt	3
148	0566101		Recess, Dash Panel, Officer Side, Vel/Imp	1
149	0643196		Radio, AM/FM/CD/WB, Jensen, Front Aux In / USB / Bluetooth Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew Antenna, AM/FM Radio - c) Roof-mounted rubber antenna Location, AM/FM Radio - b) within reach of the officer	1

Line	Option	Type	Option Description	Qty
150	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
151	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
152	0505836		Antenna Mount, Custom Chassis, Maxrad BMATM, Location Feature	1
			Location - PS, 10-12" BEHIND LIGHT BAR & spaced 10-12" apart	
			Qty, - 01	
			Location, Antenna Cable - behind officer's seat	
153	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
			Qty, - 01	
			Location, Antenna Mount - Right Side	
154	0653520		Camera, Pierce, Mux, R, RS Cameras	1
			Camera System Audio - Not Provided	
155	0511071		Guard, 4-Way, Rear Vision Camera	1
			Qty, - 01	
			Location - OVER REAR CAMERA	
156	0615100		Pierce Command Zone, Advanced Electronics & Control System, Diag LEDs, Vel, WiFi	1
157	0624254		Electrical System, Velocity	1
158	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
159	0008621		Battery System, Single Start, All Custom Chassis	1
160	0123174		Battery Compartment, Imp/Vel	1
161	0531307		Charger, Sngl Sys, Dual Bank, Dual Pro Charger, Two 15-Amp Banks	1
162	0520227		Location, Charger, Pump Plumbing Area, PUC	1
163	0531403		Location, Bat Chrg Ind, Driver's Seat with Bracket	1
164	0782026		Shoreline, 20A 120V, Blue Sea Sure Eject 7851	2
			Qty, - 02	
			Connection, Shoreline - 1) BATT CHARGER + SHORELINE POWER	
			120V	
			2) COLEMAN AC	
			Color, Cover, BI Sea Inlet - Red	
165	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Rear bulkhead	
166	0647728		Alternator, 430 amp, Delco Remy 55SI	1
167	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
168	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
169	0648425		Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	1
			Color, Lens, LED's - c)clear	
170	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
171	0782103		Lights, Clearance/Marker/ID, Front, Included with Visor Scene Light	1
172	0535157		Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts, PUC	1
173	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
174	0085910		Lights, Backup Included in Signal Cluster	1
175	0664481		Bracket, License Plate & Light, P25 LED	1
176	0589905		Alarm, Back-up Warning, PRECO 1040	1
177	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
			Z location -	
178	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
179	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
180	0556337		Lights, Step, P25 LED at Rear Tailboard, 2lts Perm Lts	1
181	0638454		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 3rd	1
			Location, Lights - LS REAR UPPER BULKHEAD	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - c) DS Rear of Apparatus	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - Black Flange	
182	0640991		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 1st	2
			Location, Lights - LS FRONT & REAR ON HATCH COMPARTMENTS	

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Attachment: ProposalOptionListAll_20190507121834948 (Engine for FS 2)

Line	Option	Type	Option Description	Qty
182			Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - e) No Control Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	
183	0640941	Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 2nd	Location, Lights - RS FRONT & REAR ON HATCH COMPARTMENTS Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - e) No Control Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	2
184	0773735	Light, Roof Mt, Wln S86M**, 86" Cnt Feature	Color, Wln Lt Housing - Black Paint Control, Scene Lts - Pump Panel Sw DS, Cab and Crew Cab Dr Sw, DS and Cab and Crew Cab Dr Sw, PS Color, LEDs, Visor Warn Spot, LS Outside - White Color, LEDs, Visor Warn Spot, LS Inside - White, Spot Color, LEDs, Visor Warn Spot, RS Inside - White Color, LEDs, Visor Warn Spot, RS Outside - White	1
185	0532358	Not Required, Deck Lights, Other Hose Bed & Rear Lighting		1
186	0645877	Lights, Hose Bed, Sides, Dual LED Light Strips	Control, Hose Bed Lts - Cup Switch At Rear	1
187	0645677	Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body		1
188	0709438	Light, Walking Surf, FRP Flood, LED		1
189	0518282	Pumper, PUC, Aluminum		1
190	0554271	Body Skirt Height, 20"		1
191	0682750	Tank, Water, 500 Gallon, Poly, 55 LHB, PUC		1
192	0682478	Overflow, 4.00" Water Tank, Poly, Special Routing, PUC		1
193	0028104	Foam Cell Required		1
194	0633066	Sleeve, Through Tank	Qty, Sleeve - 2 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	2
195	0553725	Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export		1
196	0003429	Not Required, Direct Tank Fill		1
197	0003424	Not Required, Dump Valve		1
198	0048710	Not Required, Jet Assist		1
199	0030007	Not Required, Dump Valve Chute		1
200	0514778	Not Required, Switch, Tank Dump Master		1
201	0597043	Body Height, PUC	Body Height - 92.00"	1
202	0683294	Hose Bed, Aluminum, Pumper, PUC, 55 LHB		1
203	0003481	Hose Bed Capacity, Special	Capacity, Hosebed - 1000' 5" 400' 2.5 flat load 200' 2.5 pre connected.	1
204	0003488	Divider, Hose Bed, Unpainted	Qty, Hosebed Dividers - 2	2
205	0589278	Hose Restraint, Hose Bed, Velcro Strap on Top, 2" Heavy Nylon Web at Rear	Type of fastener - seat belt buckle Nylon Web Color - Black Type of fastener, Rear - seat belt buckle - bottom of hosebed	1
206	0525658	Running Boards, PUC		1
207	0674252	Tailboard, 14" Deep, Full Width, Angled Corners, PUC		1
208	0690029	Wall, Rear, Body Material, PUC, PUC Tanker, PRM		1
209	0003531	Tow Bar, Under Tailboard		1
210	0656764	Construction, Compt, Alum, Pumper, PUC		1
211	0503804	LS 189" Rollup, (1) 62" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC		1
212	0503803	RS 189" Rollup, (1) 62" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC		1
213	0594005	Doors, Rollup, Amdor, Side Compartments	Qty, Door Accessory - 06	6

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Attachment: ProposalOptionListAll_20190507121834948 (Engine for FS 2)

Line	Option	Type	Option Description	Qty
213			Color, Roll-up Door - AMDOR Painted to Match Lower Body Latch, Roll-up Door - Non-Locking Liftbar	
214	0682629		Compt, Rear, Tool, Pumper, w/Rear Frame Rail Extension, PUC	1
215	0591347		Door, Pumper, Rear Tool Compt, Smooth Aluminum, D-Ring	1
216	0659051		Elastic Pull Strap for Rollup Doors, Black 32.00" long	2
			Qty, Door Accessory - 02 Location, Door Accessory - Both Crosslay Doors	
217	0636819		Trim, Rollup Door, Painted Job Color, by Amdor	7
			Qty, - 07	
218	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07 Location, Compartment Lights - All Body Compts	
219	0689539		Lights, Compt, Pierce, LED Light Strip, 36", Additional	2
			Location, Lights - Forward wall of both crosslay compartments Qty, - 02	
220	0562348		Fasteners, Mechanical, Strip Lighting In Compartments	1
221	0594766		189" Hatch, (2) Lift-up, 21" Wide, RS Only, PUC	1
			Size, Hatch Compt, Height - 22.00"	
222	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
223	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	8
			Qty, Shelf - 08 Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - .Location To Be Determined	
224	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	3
			Qty, - 03 Location, Tray Slide-Out, Floor Mounted - LS1, B1 and B2	
			Material Finish, Tray - Painted - Spatter Gray	
225	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G	2
			Qty - 2 Location, Pivot - Front	
			Mounting, Toolboard - Stationary	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Toolboard - LS2 and RS2	
226	0648484		Toolboard, Slide-out, Alum, .188", Peg Board, w/Tray, 1/2 Transverse	2
			Finish - Painted, Compt Interior, Spatter Gray location - tbd	
			Qty - 2	
227	0558501		Drawer Assembly, CTECH, Four Drawers, Up To 24" Wide	1
			Location - LS 3 floor	
			Qty, - 01	
			Size, Drawer Height 1 (Top) - 3.25"	
			Size, Drawer Height 2 - 3.75"	
			Size, Drawer Height 3 - 3.75"	
			Size, Drawer Height 4 - 5.75"	
228	0649246		Little Giant Ladder Storage, In Compt, Location	1
			Location - RS 3 - FORWARD	
			Configuration - AGAINST RT SIDE WALL	
			Ladder, Make/Model - Little Giant Revolution Model 17	
229	0638405		Hopper, Oil Dry, Compartment, Shelf/Tray Mounted	1
			Location - RS 3 rearward	
			Hopper Discharge - Flip Down	
			Hopper Capacity - 100 lbs - 16.9 gallons	
			Hopper Fill Door Location - Top	
230	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
231	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3rd Gen	1
			Material Finish, Fender Liner - Brushed Stainless	
232	0519849		Not Required, Hose, Hard Suction	1
233	0611527		Handrails Located @ Front Body, Hansen Knurled Alum LED Backlit	1
			Switch, Handrail Light Control - Headlight Switch & Park Brake	
			Color, Light, Hansen Handrail - Red	
234	0625971		Handrails, Rear, Hansen, Knurled Aluminum, LED Backlit, PUC	1
			Switch, Handrail Light Control - Headlight Switch & Park Brake	
			Color, Light, Hansen Handrail - Red	

7.N.b

Attachment: ProposalOptionListAll_20190507121834948 (Engine for FS 2)

Line	Option	Type	Option Description	Qty
235	0610196		Handrail, Rear, Above Hose Bed, New York Style/Low Hose Bed	1
			Handrail Finish - Black Rubber Covered	
			Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar	
236	0636301		Compt, Extinguisher (2) in Fender Panel, Triangular Door	1
			Location, Bracket/comp. - RS FRONT OF WHEEL	
			Qty, - 1	
			Door Finish, Fender Compt - Painted	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
237	0657522		Compt, Air Bottle, Triple, Fender Panel	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Triple - LS Fwd and Triple - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
238	0654143		Compt, Air Bottle, Single, Common Triple Door (DEF/Fuel), Fender Panel	1
			Door Finish, Fender Compt - Polished	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
239	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
240	0004230		Ladder, 14' Duo-Safety 775A Roof	1
241	0638382		Rack, Ladders, in LS Full Depth Body, PUC	1
			Door, Material & Finish, Ladder Storage - c) smooth aluminum	
			Latch, Door Ladder Storage - D-Handle latch	
242	0014245		Ladder, 10' Duo-Safety Folding 585A, w/Mounting	1
			Location, Folding Ladder - Ladder Compartment	
243	0793652		Ladder, Little Giant, Velocity - Model 13, 15413-001	1
			Location - in little giant compartment	
244	0623273		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Gas Shut Off, RH-8	1
			Qty, - 01	
245	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	1
			Qty, - 01	
			Location - tbd	
246	0585313	SP	Compt, Pike Poles/Fld Ldr In Upper Body (1) LS, Smooth Alum Door, PUC	1
247	0058193		Tubes, Alum, Pike Pole Storage, Spcl Notch, NY PP Head	2
			Location - NEXT TO THE 2.5 CROSSLAY 2 STACKED - Pull One From	
			EA Side	
			Qty, Pike Pole Tubes - 02	
248	0521734		No Steps Required, Front Of Body, PUC	1
249	0794171		Ladder, Top Access, Alum, Rear, PUC, Opposite Ladder Storage	1
250	0515695		Pump, Pierce, 1500 GPM, Single Stage, PUC	1
251	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
252	0515705		Gear Case, Pierce Pump, REPTO-Clutch Drive	1
253	0521309		Pumping Mode, Pump and Roll/Stationary, Basic, PUC	1
254	0515829		Pump Shift, Sure-Shift	1
255	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
256	0515835		Auxiliary Cooling System, PUC	1
257	0014486		Not Required, Transfer Valve, Stage Pump	1
258	0777650		Valve, Relief Intake, Akron, w/Pressure Features	1
			Pressure Setting - 125 psig	
259	0515838		Controller, Pressure, Pierce, PUC	1
260	0072153		Primer, Trident, Air Prime, Air Operated	1
261	0044552		Line, 0.50" Recirculating w/Check Valve	1
262	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
263	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
264	0795135		Plumbing, Stainless Steel, w/Foam System	1
265	0517852		Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
266	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
267	0084610		Valves, Akron 8000 series- All	1
268	0004660		Inlet, Left Side, 2.50"	1
269	0029147		Not Required, Inlet, Right Side	1
270	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
			Qty, Inlets - 1	

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Attachment: ProposalOptionListAll_20190507121834948 (Engine for FS 2)

Line	Option	Type	Option Description	Qty
271	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
272	0004700		Control, Inlet, at Valve	1
273	0092569		No Rear Inlet (Large Dia) Requested	1
274	0092696		Not Required, Cap, Rear Inlet	1
275	0064116		No Rear Inlet Actuation Required	1
276	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
277	0092568		No Rear Auxiliary Inlet Requested	1
278	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
279	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
280	0595508		Outlet, Tank Fill, 1.50", PUC	1
281	0516755		Outlet, Left Side, 2.50" (2), PUC	1
282	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
283	0766992		Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
284	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of left bumper	
285	0516777		Outlet, Rear, 2.50", (1), Thru Tank, PUC	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
286	0537394		Not Required, Outlet, Rear, Additional, PUC	1
287	0516824		Outlet, Front of Hose Bed, 2.50", PUC	1
			Qty, Discharges - 01	
			location - RIGHT SIDE	
288	0752078		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, S/S Cable	1
289	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
290	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
291	0021134		Not Required, Elbow, Right Side Outlets	1
292	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
293	0537395		Not Required, Elbow, Rear Outlets, Additional	1
294	0527969		Cap, Large Dia Outlet, 4.00", IPO Elbow	1
295	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
296	0516860		Outlet, 3.00" Deluge w/2.50" Valve, PUC	1
297	0029302		No Monitor Requested	1
298	0029304		No Nozzle Req'd	1
299	0005070		Deluge Mount, NPT	1
300	0780118		Crosslays, Low Mount, (2) 1.50", Full Width, Spl. Cap, W/Poly Trays, PUC	1
			Capacity, Special Xlay - 200' 2" DJ HOSE EACH (1.88")	
301	0676558		Crosslay, Low Mount, (1) 2.50" Spl. Cap, W/ Full Width Poly Tray, PUC	1
			Capacity, Special Xlay - 250' 2.5 DJ	
302	0798620		Not Required, Hose Restraint, w/Door Over Crosslay, PUC	1
303	0579043		Doors, Crosslay, Roll-up Amdor, Each End, Full Height, Full Width, PUC	1
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
			Door Guard - Drip Pan Required	
304	0676021		Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature	1
			Discharge, Foam Locations - Crosslay Lower Rear and Crosslay Lower Front	
			Discharge, Foam Locations - Crosslay Lower Rear and Crosslay Lower Front	
305	0012126		Not Required, CAF Compressor	1
306	0592527		Refill, Foam Tank, Integral, Husky 3	1
307	0031896		Demonstration, Foam System, Dealer Provided	1
308	0535798		Foam Cell, 20 Gallon, Reduce Water, PUC	1
			Type of Foam - Class "A"	
309	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
310	0091079		Not Required, Foam Tank #2	1
311	0091112		Not Required, Foam Tank #2 Drain	1
312	0515692		Pump Operators Panel, 31", Control Zone, PUC	1
313	0032479		Pump Panel Configuration, Control Zone	1
314	0562413		Material, Pump Panels, Operators Brushed Stainless, Sides Black Line-X, PUC	1

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Attachment: ProposalOptionListAll_20190507121834948 (Engine for FS 2)

Line	Option	Type	Option Description	Qty
315	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
316	0520016		Not Required, Pumphouse Structure, PUC	1
317	0618458		Light, Pump Compt, Wln 3SC0CDCR LED White, PUC	1
			Qty, - 01	
318	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
319	0005601		Throttle Included w/ Pressure Controller	1
320	0549333		Indicators, Engine, Included with Pressure Controller	1
321	0553643		Control, Air Horn at Pump Panel w/Red Switch	1
322	0511098		Gauges, 4.00" Master, Class 1, Special	1
			Gauge Pressure Range - 30"-0-400 psi	
			Color Dial Face - white	
323	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
324	0517009		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC	1
			Activation, Water Level G - pg) pump in gear	
325	0060753		Water Level Gauge, Wln PSTANK, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge - LS Crew Cab - High and Aft Door and RS	
			Crew Cab - High and Aft of Door	
326	0517012		Gauge, Foam Level, Pierce, PUC, PP and Mini in Cab	1
			Activation, Foam Level Gauge - pump in gear	
327	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr	1
			Cvr	
328	0606697		Air Horns, (2) Grover, In Bumper	1
329	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
330	0513777		Control, Air Horn, PS Lanyard, DS Foot Sw	1
331	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
332	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Inside Sw Pnl	
333	0076156		Control, Elec Siren, Head Only	1
334	0601304		Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
335	0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
336	0016080		Siren, Federal Q2B	1
337	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
338	0511550		Control, Mech Siren, DS & PS Foot Sw, Location Feature	1
			Location - DS on wedge PS Vertical on front surface - left toe area	
339	0021826		Bracket, Wedge Style for Foot Switch, Each	1
			Location - DS	
340	0604784		Lightbar, Wln, Freedom IV-Q, 81", RRRRWsrROptRsrRWRRRR	1
			Opticom Priority - a) Dual	
			Opticom Activation - Cab Switch & E-Master	
			Momentary Opticom Activation - DS & PS Switch	
			Filter, Whl Freedom Ltbrs - No Filters	
341	0540460		Light, Front Zone, Wln M6*C LED, Clear Lens, 4lts Q Bezel	1
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Front Inside - r) DS Front Inside Red	
			Color, Lt PS Front Inside - r) PS Front Inside Red	
342	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
343	0793476		Lights, Side Zone Lower, Wln M6** LED, PUC, 2pr	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Color, Lt Side Front - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Rear Side - Over Rear Wheels	
344	0553353		Lights, Side, Wln M6* LED, Split Color, Clear Lens	2
			Location, Lights - REAR UPPER CORNER OF CAB EA SIDE	
			Qty, - 02	
			Control, Light - b) side warning	
			Color, Lt Side Split - Red and White	

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Attachment: ProposalOptionListAll_20190507121834948 (Engine for FS 2)

Line	Option	Type	Option Description	Qty
345	0540774		Lights, Side, WIn M9*C LED, Clear Lens Location, Lights - ONE EA SIDE, FWD ON UPPER FRONT OF BODY - AHEAD OF THE SCENE LT. Qty, - 02	2
346	0760752	SP	Color, Lights, Warning - gla) red Lights, Side, WIn WIONSM* LED, Mounted In Rub Rail, 1st Location, Lights - Centered in rub rail under D1/P1 D3/P3 Qty, - 04 Color, Lights, Warning - gla) red Control, Light - b) side warning Color, Lt Housing - Black	4
347	0540783		Lights, Rear Zone Lower, WIn M6*C LED, Clear Lens Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
348	0596586		Lights, Rear/Side Up Zone, WIn M9* Side, M6* Rear, Lens Feature, 4 Lts Color, Lens, LED's - c)clear Color, Lt, Side Rear Upper DS - Side Rear Upper Red Color, Lt, Side Rear Upper PS - Side Rear Upper Red Color, Lt, Rear Upper DS - r) DS Rear Upper Red Color, Lt, Rear Upper PS - r) PS Upper Rear Red	1
349	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
350	0590000		No Hose Bed Warn Light Brackets Req'd, Lights Mtd on Hatch/Body Compts, PUC	1
351	0791528		Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5 Activation, Traffic Dir L - Not Connected	1
352	0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1
353	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
354	0600613		Light Twr, W-B Chf NS1.8-640 EVOL, 4-V20 12VDC Lts Cld 6' Color, Tower, Wlb - Black Paint	1
355	0664474		Location, Light Tower, Cab Roof	1
356	0617750		Controller, Light Tower, W-B, Wired Handheld, E-STOP Chf, Chf Pr, Pow Pr	1
357	0664791		Location, Light Tower Controller, Driver's Side Front Body Compartment	1
358	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab Qty, - 02 Location 1 - EACH INTERIOR EMS COMPT - HIGH ON REAR WALL AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	2
359	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body Qty, - 03 Location 1 - P1 D1 D3 AC Power Source - Shoreline Cover, Receptacle - Interior Flip Up Cover(s)	3
360	0519934		Not Required, Brand, Hydraulic Tool System	1
361	0649753		Not Required, PTO Driven Hydraulic Tool System	1
362	0649750		Not Required, Hydraulic Reels	1
363	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
364	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
365	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
366	0027023		No Strainer Required	1
367	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
368	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
369	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
370	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
371	0559690		Paint, Two Tone, Cab and Body, w/shield, Custom Cab Paint, Color - RED 90 Paint Color, Upper Area - BLACK 101	1
372	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Standard Black	1
373	0693797		No Paint Required, Aluminum Front Wheels	1
374	0693792		No Paint Required, Aluminum Rear Wheels	1
375	0086770		Paint, 120V Air Conditioner Cover to Match Roof	1

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Attachment: ProposalOptionListAll_20190507121834948 (Engine for FS 2)

Line	Option	Type	Option Description	Qty
376	0648060		Paint, Axle Hubs, Front and Rear, Job Color	1
			Color, Paint - Black 101	
377	0007230		Compartment, Painted, Spatter Gray	1
378	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - e) black	
			Color, Reflect Band - B - p) black	
			Color, Reflect Band - C - za) black	
379	0510041		Reflective across Cab Face, Imp/Vel	1
380	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	1
			Color, Rear Chevron DG - fluorescent yellow green	
381	0671876		Stripe, Diamond Grade Chevron, Slide Out Tray, Front and Sides	7
			Location - TBD	
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
			Qty, - 07	
382	0670035		Stripe, Diamond Grade Chevron, Toolboard	4
			Location - TBD	
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
			Qty, - 04	
383	0566413		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade, Loc	1
			Qty, - 01	
			location - cab doors	
384	0027372		Lettering Specifications, (GOLD STAR Process)	1
385	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
386	0685993		Lettering, Reflective, 10.00", Each	14
			Qty, Lettering - 14	
			Outline, Lettering - Outline and Shade	
387	0562655		Emblem, "Dept. Patch", 12", Reflective	2
			Qty, - 02	
			Location, Emblem - crew cab door	
388	0769755		Emblem, Texas Flag Painted on Cab Grille, All Custom Chassis	1
389	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
390	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
391	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
392	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
393	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
394	0696696		Warranty, Engine, Detroit DD13, 5 Year, WA0180	1
395	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
396	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
397	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
398	0777368		Warranty, Axle, 2 Year, Meritor, General Service, WA0328	1
399	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
400	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
401	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
402	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
403	0695416		Warranty, Pierce Camera System, WA0188	1
404	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
405	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
406	0685945		Warranty, Transmission Cooler, WA0216	1
407	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
408	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
409	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
410	0516693		Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
411	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
412	0657990		Warranty, Foam System, Husky 3, WA0231	1
413	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
414	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
415	0596326		Warranty, Extended, 2 Year, Custom Chassis, Class H, WA0069	1
416	0683627		Certification, Vehicle Stability, CD0156	1
417	0610837		Certification, Engine Installation, Velocity, Detroit DD13, 2016, CD0148	1

7.N.b

Attachment: ProposalOptionListAll_20190507121834948 (Engine for FS 2)

Line	Option	Type	Option Description	Qty
418	0686786		Certification, Power Steering, CD0098	1
419	0667417		Certification, Cab Integrity, Velocity FR, CD0009	1
420	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
421	0548967		Certification, Windshield Wiper Durability, Impel/Velocit, CD0005	1
422	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
423	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
424	0667416		Certification, Cab Heater and Defroster, Velocity/Impel FR, CD0015	1
425	0667415		Certification, Cab Air Conditioning Performance, Velocity/Impel FR, CD0016	1
426	0545073		Amp Draw Report, NFPA Current Edition	1
427	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
428	0799248		Appleton/Florida BTO	1
429	0000048		PUMPER/TANKER, 3rd Gen	1
430	0000012		PIERCE CHASSIS	1
431	0562778		DD13 ENGINE	1
432	0046396		EVS 4000 Series TRANSMISSION	1
433	0520324		PIERCE PUMP, PUC	1
434	0020009		POLY TANK	1
435	0028048		FOAM SYSTEM	1
436	0020006		SIDE CONTROL	1
437	0020007		AKRON VALVES	1
438	0020015		ABS SYSTEM	1
439	0658751		PUMPER BASE	1

7.N.b

Attachment: ProposalOptionListAll_20190507121834948 (Engine for FS 2)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Paul DeBuff, Assistant to the City Manager
 CC: Jason Laumer, City Manager
 Date: May 14, 2019
 Re: Oncor Rate Increase Denial Resolution

Action Requested:

A resolution of the City of Celina, Texas finding that Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor pursuant to 16 Tex. Admin. Code § 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company. (Oncor Rate Increase Denial) (DeBuff)

Background Information:

On April 8, 2019, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") in Public Utility Commission of Texas ("Commission") Docket No. 49427. In the filing, the Company is seeking an increase in distribution revenues of \$29,433,804. This is Oncor's second DCRF filing under a law adopted in 2011 allowing electric utilities to file limited issue, limited review cases.

OCSC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. We are recommending that cities retaining original jurisdiction deny the requested relief.

The Commission's rules allow cities 60 days to act on this application. That deadline is June 7, 2019.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

This resolution has been reviewed by consulting attorneys.

Supporting Documents:

- Rate denial resolution

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Celina, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC" or "Cities"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about April 8, 2019 Oncor filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 49427, seeking to increase electric distribution rates by approximately \$29,433,804; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities' members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with OCSC in PUC Docket No. 49427.

Section 2. That subject to the right to terminate employment at any time, the City of Celina hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City

regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Matthew C. Henry, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Legal Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this _____ day of _____, 2019.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Attachment: Denial Resolution - 2019 Oncor Texas (002) (Oncor Rate Increase Denial Resolution)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Vicki Faulkner, City Secretary
 CC: Jason Laumer, City Manager
 Date: May 14, 2019
 Re: NTTA ROW Annexation

Action Requested:

The City Council will conduct the second of two public hearings on the City initiated annexation of an approximately 81.3 acre tract of land, generally located on the Dallas North Tollway, in between Light Farms Way and County Road 51. (NTTA ROW Annexation) (Mohan)

Applicant:

City of Celina
 142 N. Ohio
 Celina, TX 75009

Background Information:

Below is the anticipated annexation schedule for the property:

~~March 19, 2019 – City Council acts on a resolution to set the public hearing dates.~~

~~April 9, 2019 – First Public Hearing to be held.~~

May 14, 2019 - Second Public Hearing to be held.

May 14, 2019 - City Council acts on an ordinance annexing the property.

Board Review/Citizen Input:

Notice of the second public hearing was published in *The Celina Record* on May 3, 2019.

Supporting Documents:

- Staff Presentation
- Location Map
- Draft Ordinance

Staff Recommendation:

Staff recommends approval.

Exhibit "A"

JUNE 8, 2019 RUNOFF ELECTION

Early Voting Locations and Hours City of Celina*

Polling Place			Address		City	
Collin County Election Office (Main Early Voting Location)			2010 Redbud Blvd., #102		McKinney	
Celina ISD Administration Building			205 S. Colorado		Celina	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>May 26</i>	<i>May 27</i> Memorial Day	<i>May 28</i> 8am – 5pm	<i>May 29</i> 8am – 5pm	<i>May 30</i> 8am - 7pm	<i>May 31</i> 8am - 5pm	<i>June 1</i> 8am - 5pm
<i>June 2</i>	<i>June 3</i> 7am – 7pm	<i>June 4</i> 7am – 7pm	<i>June 5</i>	<i>June 6</i>	<i>June 7</i>	<i>June 8</i> 7am – 7pm Election Day

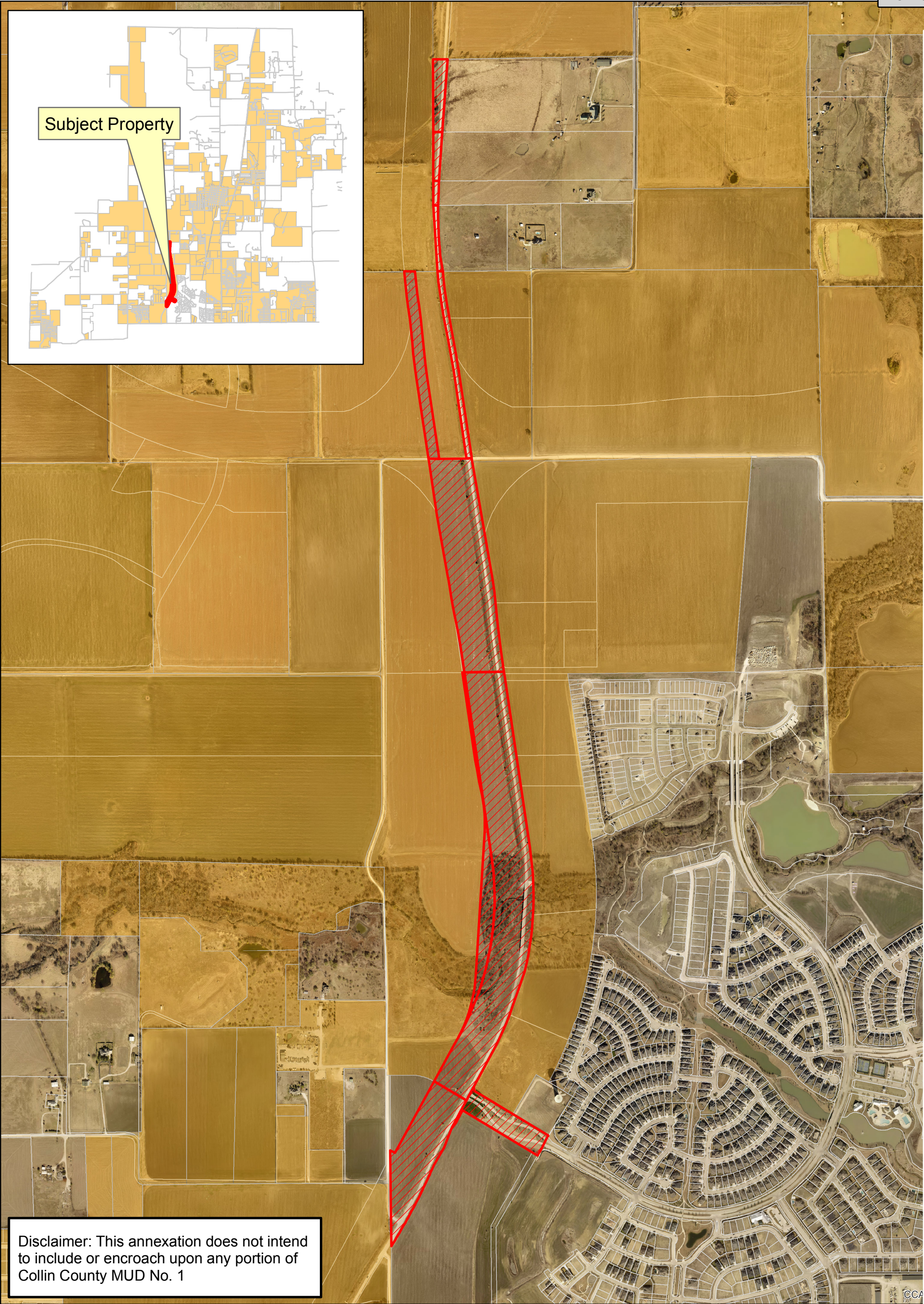
* City voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

Exhibit “B”

**JUNE 8, 2019
RUNOFF ELECTION****Election Day Vote Center – City of Celina***

Precincts	Location	Address	City
“VOTE CENTER”	Celina ISD Administration Bldg.	205 S. Colorado	Celina

*City voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.



Attachment: Location Map (NTTA ROW Annexation 2nd Public Hearing, Adoption)

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2019-_____
NTTA ROW ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY CONTIGUOUS TO AND ADJOINING THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 81.3 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY GRAPHICALLY DEPICTED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN, SUCH TRACT IS GENERALLY LOCATED ON THE DALLAS NORTH TOLLWAY, IN BETWEEN LIGHT FARMS WAY AND COUNTY ROAD 51; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR 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 A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, two separate public hearings were conducted in accordance with Section 43.052 of the Texas Local Government Code, the first hearing being held on the 9th day of April, 2019, and the second hearing being held on the 14th day of May, 2019, both in the Celina ISD Administration Building Board Room located at 205 S. Colorado in the City of Celina, to consider the annexation of the property being more particularly depicted in Exhibit “A”, attached hereto and incorporated herein; 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 public hearings were conducted and held no more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; 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 29th day of March, 2019 and on the 3rd day of May, 2019, such dates 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; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is contiguous to and adjoins the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the graphic description of the property to be annexed is attached hereto as Exhibit

“A” and incorporated herein for all purposes; and

WHEREAS, the service plan for such territory is attached hereto as Exhibit “B” and incorporated herein for all purposes.

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 being more particularly depicted in Exhibit “A”, which is incorporated herein, 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 **SERVICE PLAN**

The Municipal Service Plan for the herein annexed territory, attached hereto as Exhibit “B”, was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this ordinance, and is made a part hereof.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of Collin County, Texas, 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 territory depicted in Exhibit “A”, attached hereto and incorporated herein for all purposes, shall be a part of the City of Celina, Texas, and subject to the municipal service plan referenced in Section 3 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.

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 8
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 14th day of May, 2019.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

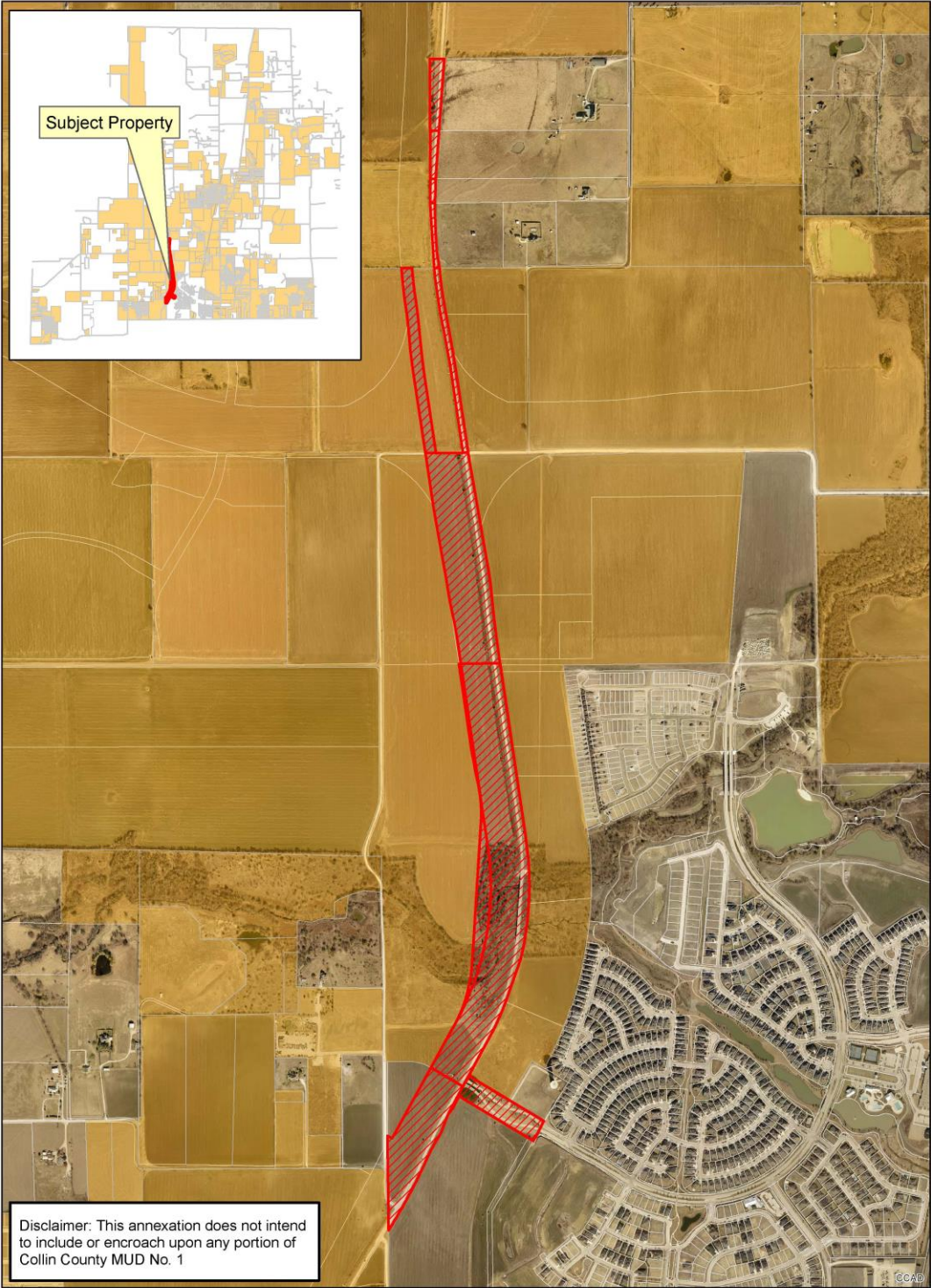
APPROVED AS TO FORM:

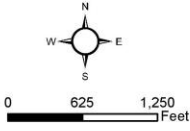
Vicki Faulkner, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (NTTA ROW Annexation 2nd Public Hearing, Adoption)

Exhibit “A”
Property Exhibit



	NTTA Potential Annexation Date: 3/25/2019	Legend  ROW  City Limits  Parcels	 0 625 1,250 Feet
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Attachment: Draft Ordinance (NTTA ROW Annexation 2nd Public Hearing, Adoption)

**Exhibit “B”
Service Plan**

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), 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 be 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.



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: May 14, 2019
 Re: Plaza 289 Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance 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 an approximately 7.5 acres of land from Agriculture District (AG), to General Commercial District (C-2) with the Preston Road Overlay (PRO); generally located east of Preston Road and approximately 1,400 feet south of Sunset Boulevard. (Plaza 289 Zoning) (Mohan)

Applicant:

IRA	Plus	Southwest	LLC
8226	Douglas	Ave.,	Suite 332
Dallas, TX 75225			

Background Information:

The property is approximately 7.5 acres, and zoned Agriculture District (AG). The applicant has requested to rezone the property to General Commercial District (C-2), with the Preston Road Overlay (PRO). This zoning district is appropriate for retail and commercial type uses along Preston Road.

The City's Comprehensive Plan shows this property to be within the "Commercial/Mixed Use" land use. C-2 is an appropriate zoning designation for the property to develop as a retail/commercial use or other uses permitted in the C-2 zoning district. The PRO District further governs the property in addition to the base zoning district.

Board Review/Citizen Input:

At the April 18, 2019 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request.

A notice of the public hearing was published in *The Celina Record* on April 26, 2019.

Notices of the public hearing have been sent to all owners of property residing within the City limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff had received no comments either for or against the proposal.

Supporting Documents:

- Staff Presentation
- Location Map
- Ordinance

Staff Recommendation:

Staff recommends approval as presented.

Plaza 289

Zoning

City Council

May 14, 2019

Attachment: Staff Presentation (Plaza 289 Zoning)

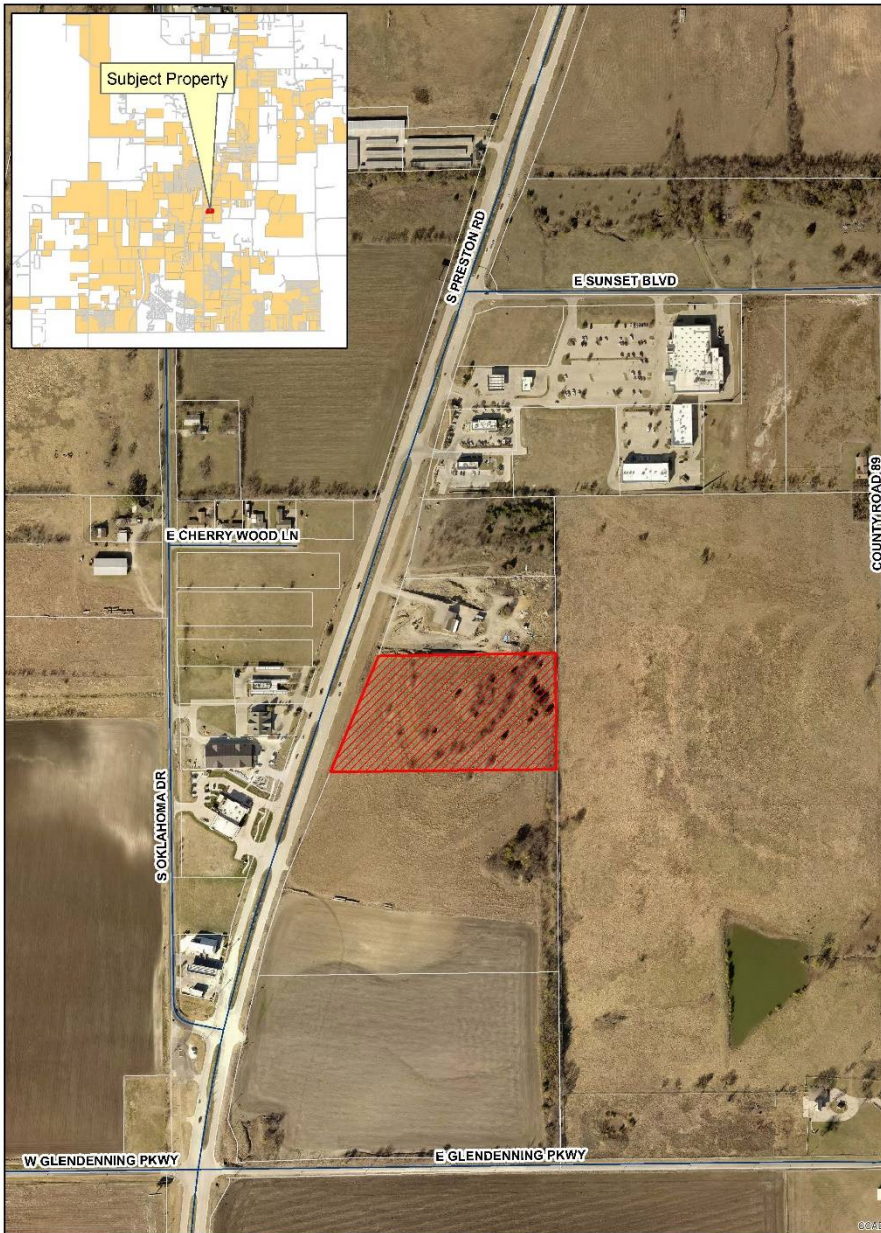


Applicant Request

Conduct a public hearing to consider and make recommendation on a request to rezone approximately 7.5 acres from Agriculture District (AG) to General Commercial District (C-2), with Preston Road Overlay (PRO), generally located east of Preston Road and approximately 1,400 feet south of Sunset Boulevard, within the City limits.

Attachment: Staff Presentation (Plaza 289 Zoning)





Location Map

The tract is located east of Preston Road, approximately 1,400 feet south of Sunset Boulevard, just south of the new Keller Williams building.

Background

- The property is approximately 7.5 acres
- This property is currently zoned Agriculture District (AG)
- The request is to rezone the property to General Commercial District (C-2) with the Preston Road Overlay (PRO) District
- At this time, there are no plans to develop the subject property

Policy Considerations

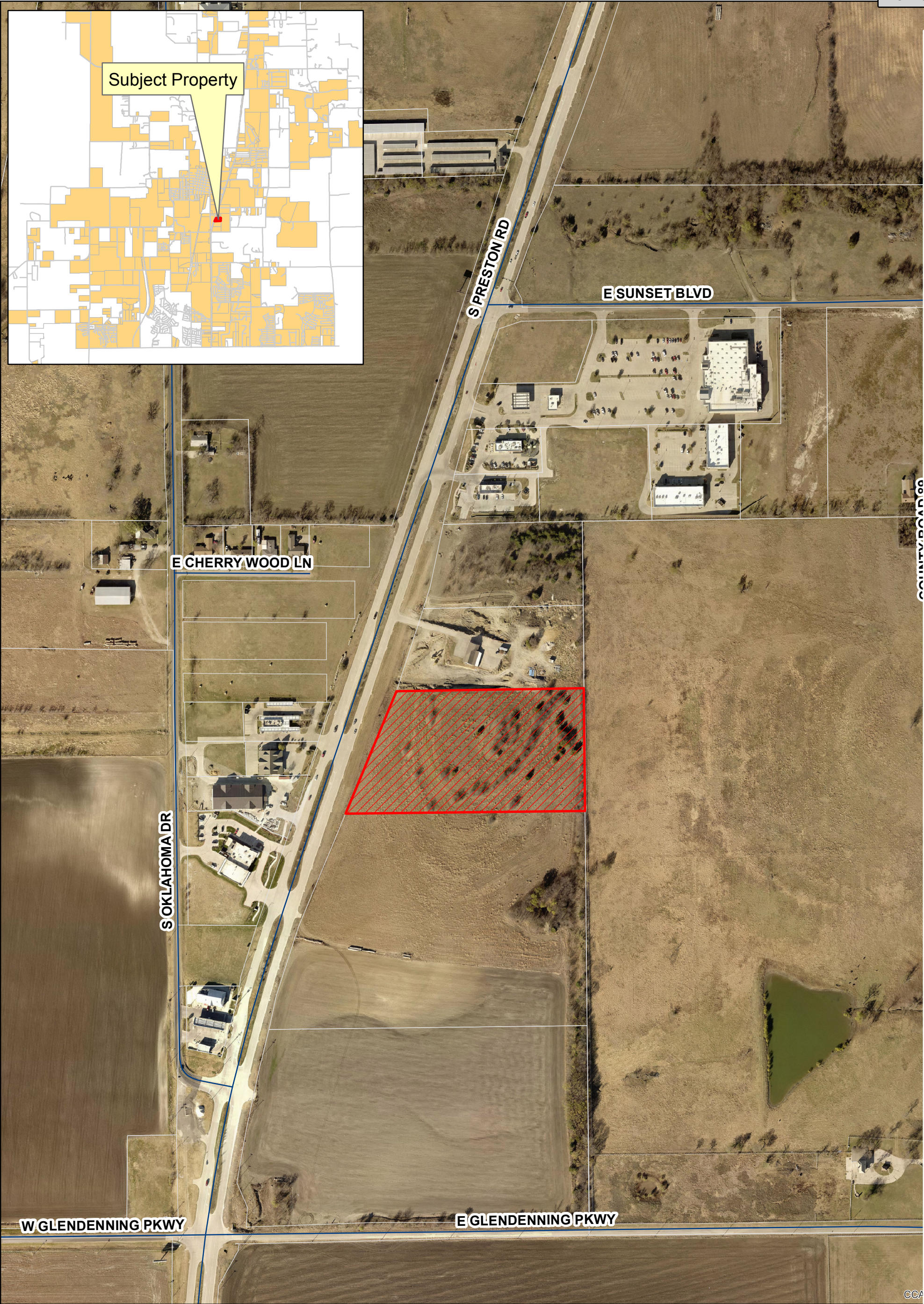
- C-2 is an appropriate zoning designation for the subject property
- The FLUP (Future Land Use Plan) supports the rezoning request
- The Preston Road Overlay (PRO) District applies to the subject property

C-1 v. C-2 Zoning Districts

- The C-2 zoning district is intended for more intense commercial land uses, which is appropriate along Preston Road
- The most notable land uses permitted by right in C-2 are the retail auto related uses (gas stations, car washes, minor auto repair) and hotels
- Important to note, the PRO prohibits dealership and other auto-intense type land uses

Recommendation

- Notices were published in compliance with State and local law
- The Planning & Zoning Commission unanimously recommended approval of the rezoning request at its April 18th regular meeting
- Staff recommends approval as presented



COUNTY ROAD 160

Attachment: Location Map (Plaza 289 Zoning)

CCA

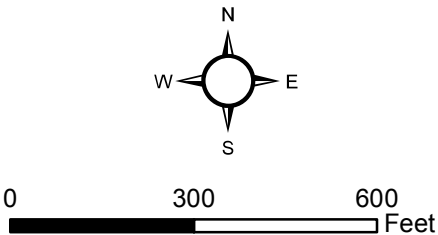


Plaza 289
Location Map

Date: 3/18/2019

Legend

- Roads
- Plaza289
- Parcels



CITY OF CELINA, TEXAS

ORDINANCE 2019-____

PLAZA 289 ZONING – C-2 – GENERAL COMMERCIAL, WITH PRO - PRESTON ROAD
OVERLAY

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 7.5 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF PRESTON ROAD AND APPROXIMATELY 1,400 FEET SOUTH OF SUNSET BOULEVARD, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED “C-2” GENERAL COMMERCIAL ZONING DISTRICT, WITH “PRO” PRESTON ROAD OVERLAY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; 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 Texas 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, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the property has been depicted in Exhibit “B” attached hereto; and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the

City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 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 the zoning classification is hereby established as C-2, General Commercial Zoning District, with PRO Preston Road Overlay. on a certain tract of land described in in Exhibit "A" and depicted in Exhibit "B."

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 C-2, General Commercial Zoning District, with PRO Preston Road Overlay.

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 depicted on Exhibit "A" 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 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 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.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of May, 2019.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Ordinance (Plaza 289 Zoning)

Exhibit A Legal Description

WOLF TRACT

BEING a 7.50 acre tract or parcel of land lying and being situated in the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, and being a portion of the 15.00 acre tract of land described by the Deed recorded in Volume 1051, Page 381 of the Deed Records of Collin County, Texas, and being the property described in the Deed records in Volume 1932, Page 666 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found at the Southwest corner of the before mentioned 15.00 acre tract and the East right-of-way of State Highway 289;

THENCE North 22 degrees 22 minutes 00 seconds East along the East right-of-way of State Highway 289 for a distance of 258.38 feet to an iron rod set for corner;

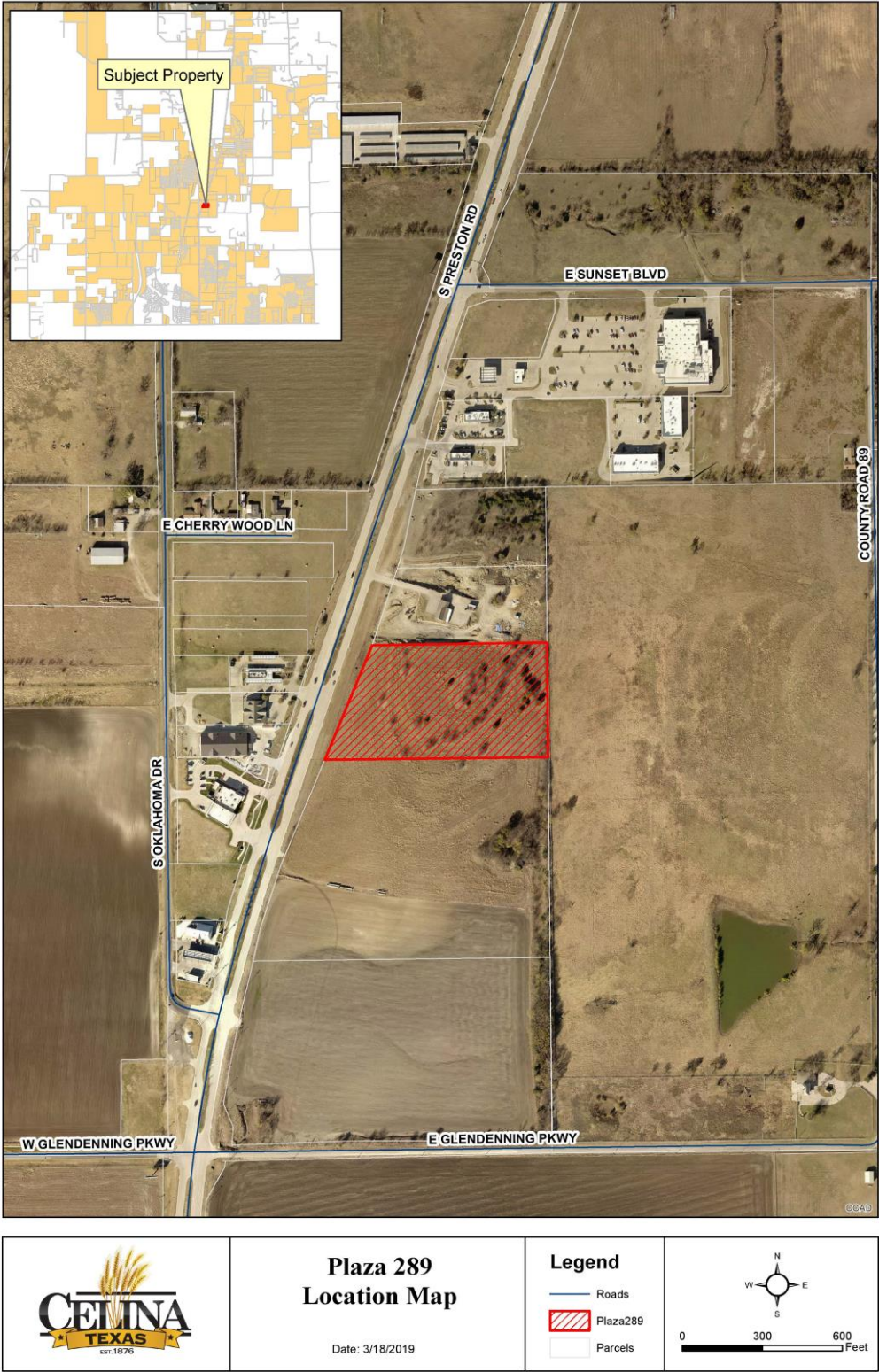
THENCE North 18 degrees 11 minutes 00 seconds East along the East right-of-way of State Highway 289 for a distance of 215.04 feet to an iron rod set for corner;

THENCE North 88 degrees 45 minutes 28 seconds East for a distance of 657.53 feet to an iron rod set in the East line of the before mentioned 15.00 acre tract for corner;

THENCE South 01 degrees 10 minutes 00 seconds East along the East line of the before mentioned 15.00 acre tract and along the West line of a 70.84 tract of land described by the Deed records in Volume 1102, Page 758 of said Deed Records for a distance of 442.88 feet to an iron rod set for corner;

THENCE 88 degrees 59 minutes 19 seconds West along the South line of the before mentioned 15.00 acre tract and the North line of 37.014 acre tract of land described by the Deed recorded in Volume 1032, Page 640 of said Deed Records for a distance of 831.94 feet to the PLACE OF BEGINNING containing 7.50 acres of land, more or less.

Exhibit B
Location Exhibit



Attachment: Ordinance (Plaza 289 Zoning)



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: May 14, 2019
Re: The Columns Planned Development Amendment

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance 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 an approximately 15 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, amending a portion of Tract 1 of Planned Development No. 84 (PD-84), for The Columns. The tract is generally located 800 feet north of Light Farms Way and east of Dallas North Tollway, within the City limits. (The Columns Zoning Amendment) (McAfee)

Applicant:

Nexmetro Development, LLC
6688 N. Central Expressway, Suite 275
Dallas, TX 75206

Background Information:

The applicant is requesting to amend a portion of Tract 1 of the Development Regulations of Planned Development No. 84, for The Columns. The request is to change the design and density of the existing multi-family - from dense, four-story urban style apartments (35 units/acre or 400 total units) to less dense, one-story cottage-style apartments (15 units per acre or 108 total units). No changes are proposed to Tracts 2, 3, 4, or 5.

Board Review/Citizen Input:

At the April 18, 2019 Planning & Zoning Commission regular meeting, the Commission voted unanimously to recommend approval of the rezoning request. A Celina resident and a Light farm resident spoke in favor of the rezoning request.

A notice of the public hearing was published in *The Celina Record* on April 26, 2019. Notices of the public hearing have been sent to all owners of property residing within the City limits, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. As of the time of packet preparation, staff received one letter of support for the rezoning request.

Supporting Document:

- Staff Presentation

- Location Map
- Proposed Development Regulations

Staff Recommendation:

Staff recommends approval as presented.



**CITY COUNCIL REGULAR MEETING
CELINA ISD ADMIN BLDG., BOARD ROOM
205 S. COLORADO STREET
TUESDAY, MAY 14, 2019
5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Oaths of Office for newly elected City Council Members. (Faulkner)
- B. CoServ Economic Development Grant. (Jackson)
- C. Building Safety Month Proclamation. (Hernandez)
- D. 2949 : Historic Preservation Month Proclamation. (Barton)
- E. 2966 : 2019 National Public Works Week Proclamation. (Fourmentin)
- F. Motorcycle Safety Awareness Proclamation

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Employee Introductions. (Cromwell, Metdker, Fourmentin)
- B. Employee Recognition. (Terry)
- C. 2018 Police Annual Report. (Griggs)
- D. Discussion regarding any and/or all agenda items.
- E. Staff Reports attached

V. OPEN FORUM:

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

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

Attachment: Staff Presentation (The Columns Zoning)

VI. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.087, Deliberation Regarding Economic Development Negotiation.

- A. Update regarding potential business opportunities. (Jackson)
- B. Economic Development Agreements. (Laumer)

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

- C. City of Celina vs. Kodiak get wording

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.

- D. Generally located near the Downtown area and near the Punk Carter Parkway and Coit Road area.

Reconvene Into Open Session

- E. Consider and act upon any items discussed in executive session.

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

- A. Minutes Approval:

- 1. City Council - Regular Meeting - Apr 9, 2019 5:00 PM

- B. Consider and act upon corrections to the minutes of the December 20, 2019, Special Meeting including the voting record for item II A. (Faulkner)
- C. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Pavecon Public Works, LP., in the amount of \$1,156,093.80 (includes 10% contingency) for the Kentucky Drive Improvements project. The base bid and alternates for this project was in the amount of \$1,054,184.80. Contingency is included to cover unexpected costs during construction. (Brawner)
- D. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Insituform Technologies, LLC in the amount of \$432,755.25 for Sanitary Sewer Line Rehabilitation. (Fourmentin)

- E. Consider and act upon a resolution accepting a petition from Molly Ann Huie for the voluntary annexation of an approximately 8.626 acre tract of land, Collin County, Texas and setting two public hearing dates for June 11, 2019 at 5:00 p.m. and July 9, 2019 at 5:00 p.m. at the CISD Administration Building Board Room located at 205 S. Colorado Street, Celina, Texas. The property is generally located south of Choate Parkway and generally 1,330 feet east of County Road 87. (Huie Property Annexation Resolution) (Mohan)
- F. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Norris D Texas, LLC. in the amount of \$84,200.00 for the implementation of a Parks Master Plan. (Brawner)
- G. Consider and act on an ordinance amending the City's code of ordinances, Appendix A: Fee Schedule to provide a comprehensive fee update and on the adoption of a master fee chart . (Master Fee Chart) (McAfee)
- H. Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting a petition to create the Mustang Lakes (Annex) Public Improvement District and calling for a public hearing. (DeBuff)
- I. Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the city manager of the City of Celina, Texas to execute a License, Indemnification and Hold Harmless Agreement by and between the City of Celina and Rex and Sherese Glendenning for setting up and launching a fireworks display for Celina and its guests, patrons and invitees. (Splash & Blast Indemnity) (Matehuala)
- J. Consider and act to authorize an amendment to the City's Code of Ordinances; Chapter 13 Utilities, 13.03.002 Water Connection and Meters. (Fourmentin)
- K. Consider and act upon approval of the Celina Drought Contingency Plan (TCEQ PWS ID#0430004). (Fourmentin)
- L. Consider and act upon approval of a Water Conservation Plan (TCEQ PWS ID#0430004). (Fourmentin)
- M. Consider and act to authorize the City Manager to execute an amendment to the Guaranteed Maximum Price for Fire Station #2 by and between the City of Celina and Hangartner Commercial, Inc. for \$3,585,881 for Fire Station #2 (Brawner)
- N. Consider and act to authorize the City Manager to execute an agreement between the City of Celina and Siddons Martin Emergency Group, LLC in the amount of \$787,131.72 for a new Pierce Custom Velocity PUC Pumper
- O. A resolution of the City of Celina, Texas finding that Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor pursuant to 16 Tex. Admin. Code § 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. (Oncor Rate Increase Denial) (DeBuff)

VIII. PUBLIC HEARING/ACTION:

- A. The City Council will conduct the second of two public hearings on the City initiated annexation of an approximately 81.3 acre tract of land, generally located on the Dallas North Tollway, in between Light Farms Way and County Road 51. (NTTA ROW Annexation) (Mohan)
- B. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance 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 an approximately 7.5 acres of land from Agriculture District (AG), to General Commercial District (C-2) with the Preston Road Overlay (PRO); generally located east of Preston Road and approximately 1,400 feet south of Sunset Boulevard. (Plaza 289 Zoning)
- C. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance 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 an approximately 15 acre tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, amending a portion of Tract 1 of Planned Development No. 84 (PD-84), for The Columns. The tract is generally located 800 feet north of Light Farms Way and east of Dallas North Tollway, within the City limits. (The Columns Zoning Amendment) (McAfee)
- D. The City Council of the City of Celina will hold a public hearing to consider testimony and act upon a resolution of the City of Celina, Texas authorizing and creating the Glen Crossing West Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code. (Laumer)

IX. **ACTION ITEM:**

- A. Consider and act upon approval of canvass documents for the May 4, 2019, General Election results. (Faulkner)
- B. Consider and act upon an ordinance ordering, establishing procedures, and setting the date for a runoff election for Celina City Council Place 6; providing for the approval of Election Judges and Voting Clerks; and providing for related matters. (Faulkner)
- C. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Advanced Paving Company in the amount of \$465,879.70 plus 10% contingency (\$46,587.97) for the 2019 Street Improvements project. (Brawner)

X. **ADJOURNMENT:**

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

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

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

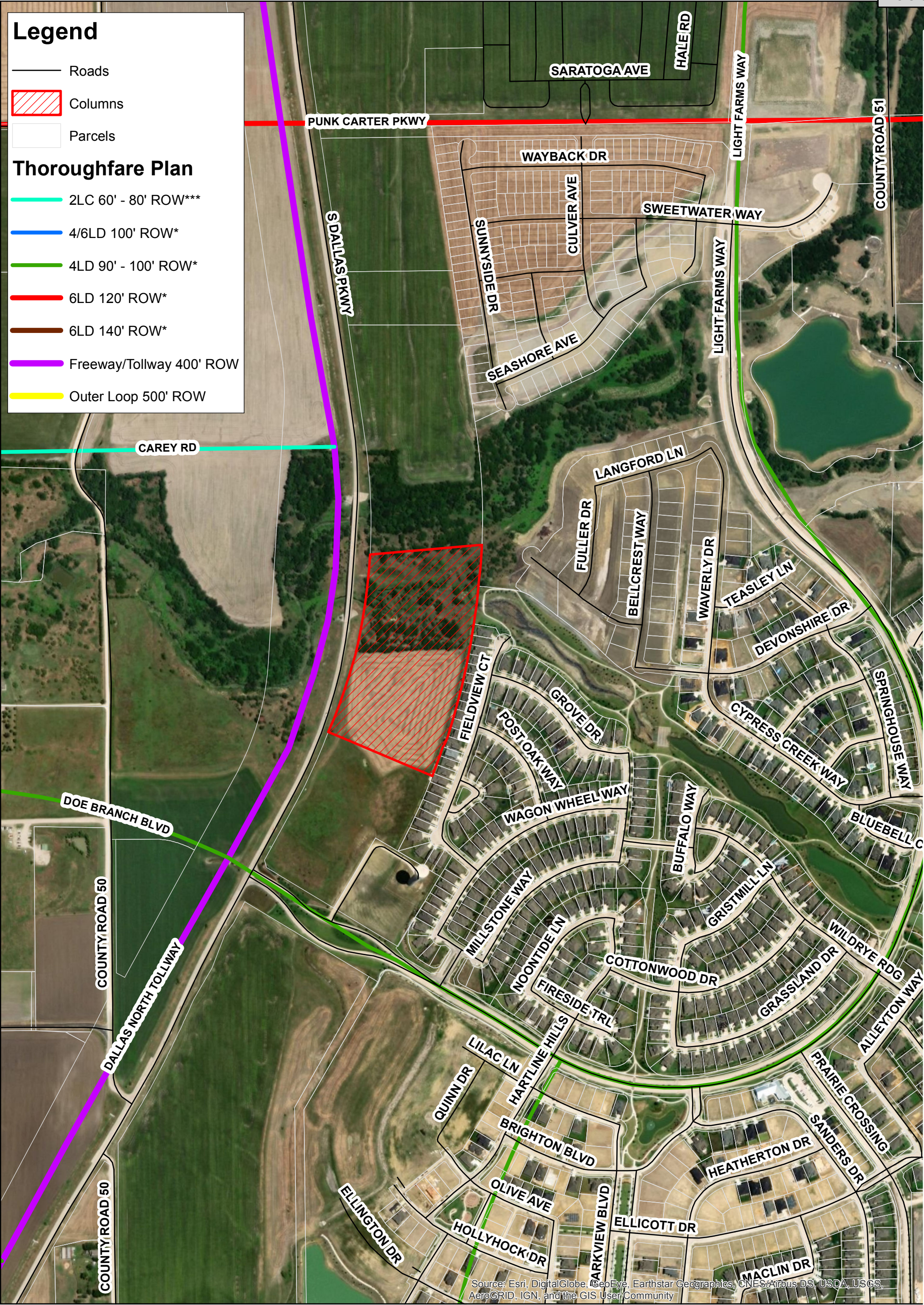
Date Notice Removed

Legend

- Roads
- Columns
- Parcels

Thoroughfare Plan

- 2LC 60' - 80' ROW***
- 4/6LD 100' ROW*
- 4LD 90' - 100' ROW*
- 6LD 120' ROW*
- 6LD 140' ROW*
- Freeway/Tollway 400' ROW
- Outer Loop 500' ROW



Attachment: Location Map (The Columns Zoning)



Columns Location Map

Date: 3/25/2019

0 800 1,600 Feet

Packet Pg. 431

CITY OF CELINA, TEXAS

ORDINANCE 2019-____
THE COLUMNS

AN AMEDEMMENT TO PLANNED DEVELOPMENT #84

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 15 ACRE TRACT OF LAND LOCATED IN THE JOHN RAGSDALE SURVEY, ABSTRACT NO. 734, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND , GENERALLY LOCATED 800 FEET NORTH OF LIGHT FARMS WAY AND EAST OF DALLAS NORTH TOLLWAY, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 84; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; 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, this Ordinance amends PD #84, which has previously been amended by ordinance 2018-47.

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit “C” and Exhibit “D” attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, 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 2030 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 the zoning classification is hereby established as “PD” Planned Development District No. 95 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B.”

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, depicted in Exhibit “A” attached hereto and incorporated herein as PD-95, and incorporates the concept plan attached hereto as Exhibit “C” and the development standards attached hereto as Exhibit “D.”

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 depicted on Exhibit “A” 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 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 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.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 14th day of May, 2019.

 Sean Terry, Mayor
 City of Celina, Texas

ATTEST:

 Vicki Faulkner, City Secretary
 City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

 City Attorney
 City of Celina, Texas

Attachment: Proposed Development Regulations (The Columns Zoning)

Exhibit A
THE COLUMNS – TRACT 1
LEGAL DESCRIPTION

BEING a tract of land situated in the John Ragsdale Survey, Abstract No.734, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to CADG Celina Outer Loop, LLC, recorded in Document Number 20170428000546440, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a x-cut found in the north line of Light Farms Way, for the most southerly southeast corner of said CADG Celina Outer Loop tract:

THENCE North 59°00'44" West, with said north line, a distance of 413.75 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the south end of a corner clip for the southwest corner of this tract;

THENCE North 15°14'38" West, with said corner clip, a distance of 40.79 feet to a 5/8" iron rod found in the east line of Dallas Parkway for the north end of said corner clip;

THENCE North 28°30'48" East, with said east line, a distance of 371.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 25°16'46", a radius of 3044.79 feet, a chord bearing and distance of North 15°52'26" East, 1332.52 feet;

THENCE in a northeasterly direction, continuing with said east line and curve to the left, an arc distance of 1343.39 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northwest corner of this tract;

THENCE North 85°05'28" East, leaving said east line, over and across said CADG Celina Outer Loop tract, a distance of 605.09 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the east line of said CADG Celina Outer Loop tract, for the northeast corner of this tract and being the beginning of a non-tangent curve to the right having a central angle of 26°27'57", a radius of 3644.79 feet, a chord bearing and distance of South 15°07'11" West, 1668.66 feet;

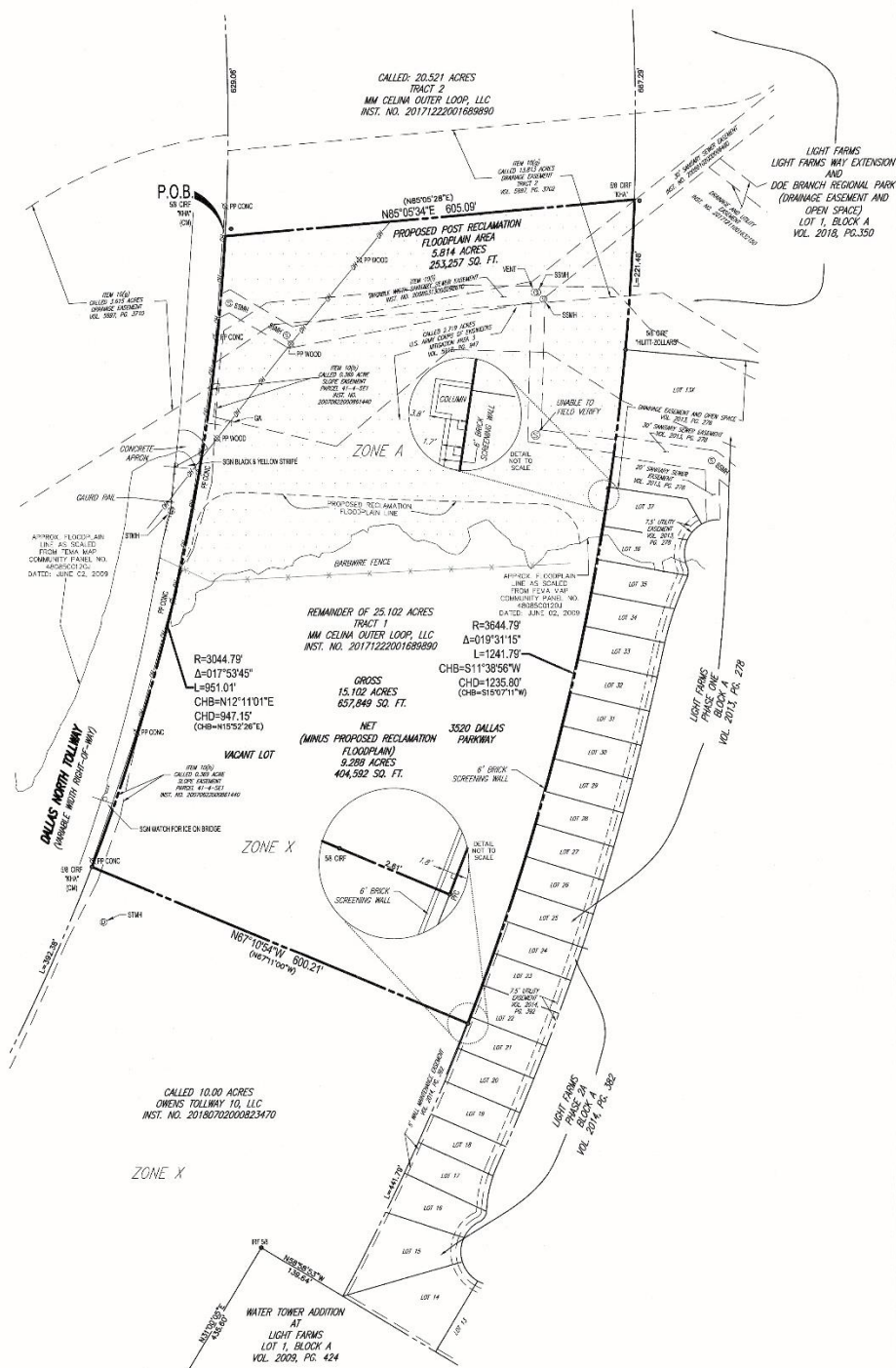
THENCE in a southwesterly direction, with said east line and curve to the right, an arc distance of 1683.59 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the most easterly southeast corner of this tract, from which a x-cut in concrete bears North 58°58'59" West, 1.82 feet;

THENCE North 58°58'59"¹¹ West, a distance of 139.64 feet to a point for an interior "ell" corner of said CADG Celina Outer Loop tract and this tract;

THENCE South 30°59'59"¹¹ West, a distance of 435.58 feet to the **POINT OF BEGINNING** and containing 25.102 acres of land, more or less.

Exhibit B

Zoning Exhibit



Attachment: Proposed Development Regulations (The Columns Zoning)

Exhibit C
Concept Plan



Attachment: Proposed Development Regulations (The Columns Zoning)

EXHIBIT D
Tract 1
Development Regulations

Development within this Planned Development (PD) District must follow the regulations outlined below and meet the intent of the Concept Plan attached herein as Exhibit C. Any significant changes to the land uses depicted on the Concept Plan shall require approval of the City of Celina Planning & Zoning Commission, as well as the City of Celina City Council as outlined in Sec. 14.03.031 of the Code of Ordinances, as it exists or may be amended.

TRACT 1:

PART 1 – Uses. All Commercial and Retail Development within Tract 1 (see Exhibit C) shall meet the standards of the Retail and Office (RO) zoning district as established in the City of Celina Zoning Ordinance as they exist or may be amended, except as noted below.

(a) General purpose and description. This district is established to provide areas for retail sales and professional offices which may not be part of an overall larger development. These retail and office buildings will be freestanding buildings, fully contained on a single lot or tract of land. The retail and office district should be located along or at the intersection of major collectors or thoroughfares to accommodate higher traffic volumes.

(b) Permitted Uses by Right:

1. Armed Services Recruiting
2. Artist Studio
3. Auto Supply Store (new & rebuilt parts)
4. Bakery or Confectionary (retail)
5. Bank/Credit Union
6. Child Daycare (business)
7. Church/Place of Worship
8. Convenience Store
9. Convenience Store (with or without gas sales)
10. Food or Grocery Store
11. Franchised Private Utility
12. Gas Station
13. General Retail Store
14. Laundry/Dry Cleaning (drop off/pick up)
15. Medical Facilities
16. Offices (professional and general business)
17. Personal Services Shop
18. Pet and Animal Grooming Shop
19. Restaurant (drive-in service)
20. Restaurant (drive-through service)
21. Restaurant
22. Seasonal Business
23. Temporary Business
24. Veterinarian (indoor kennels)

Permitted with a Conditional Use Permit:

1. Auto Laundry or Carwash
2. Auto Repair (minor)
3. Club, Private (Class I & II)

4. Concrete or Asphalt Batching Plant (temporary)
5. Farmers Market (public)
6. Funeral Home (without crematorium)
7. Kiosk (providing a service, must have principal use)
8. Mini Warehouse/Self Storage
9. Nursery (retail sales outdoor)
10. Outdoor Display-Sales (shall be screened and may not exceed 15% of the total gross floor area of the entire associated structure)

(c) Prohibited Uses:

1. Check Cashing Services
2. Motorcycle Sales and Repair
3. Recycling Kiosk
4. Sexually Oriented Businesses

(d) Definitions:

1. Urban Style Apartments - Multi-Family Dwellings no more than four (4) stories in height. Urban Style Apartments are typically designed to either have structured parking or designed where surface parking is interior to the site and screened from public streets using landscape or hardscape. The intent of this type of development is to prevent large visible parking areas. Urban Style Apartments shall be located in the northern border of Tract 1 along the south of Doe Branch Creek.
2. Cottage Style Residential – Cottage Style Residential are a unique concept of single story residential homes for lease. The appearance and general function of the structures are single-family in concept, elevation, and design. The unit mix includes one-bedroom units (two units in one structure), two-bedroom units (one unit in one structure), and three-bedroom units (one unit in one structure). Each unit is to be sprinkled according to NFPA 13D. Cottage Style Residential shall be located in the northern border of Tract 1 along the south side of Doe Branch Creek.

Part 2 – MULTIPLE FAMILY REGULATIONS

- (a) Density: Multiple-family units (Urban Style); maximum thirty-five (35) dwelling units per net acre;
(Cottage Style Residential) maximum fifteen (15) dwelling units per acre;
- (b) Land use mix limits: MU-2 zoning districts may include a mix of residential and nonresidential uses at the following rates:
1. Residential uses (stand-alone). Cottage Style Residential is the only allowed stand-alone residential within Tract 1; and
 2. Residential uses (integrated). No integrated residential use is allowed within Tract 1; and
 3. Nonresidential uses (stand-alone). between 0% and 100% of the net developable acres; or
 4. Multiple-family uses (stand-alone). Stand-alone Multiple-Family use may be up to 55% of the net developable acres bordering Doe Branch Creek, +/- 5%. Max 400 Units.

(c) Open space:

Regardless of the type of development, a minimum of twenty percent (20%) of the gross acreage of tract will be reserved as usable open space. Open Space may consist of any pervious areas including landscape reserves, landscape islands, publicly accessible detention/drainage facilities, natural open space areas including floodplain, and public or private parks and plazas. Any detention areas counted towards the open space requirement will be landscaped with trees spaced at no greater than sixty-feet (60') on center and improved with five-foot (5') sidewalk and benches on a minimum of two (2) sides. A minimum of 1.5 acres of Open Space shall be provided outside

the floodplain or detention areas. Open space must be maintained through a Property Owner's Association (POA). Trees shall be provided at a rate of one (1) tree per 5,000 square feet of the required Open Space.

1. Impervious surface. Maximum eighty percent (80%) of the gross area, including but not limited to, main buildings, accessory buildings, parking lots, roads, drives, alleys, and loading areas.
 2. Connectivity. A minimum of two (2) fire lane and vehicular points of connection to adjacent roadways and a minimum of two (2) pedestrian points of connection to adjoining sidewalks, trails or developments shall be provided.
- (d) Landscaping requirements: Refer to article 14.05, division 3, except that a twenty-five (25) foot for Urban Style and a twenty (20) foot for Cottage Style landscape buffer shall be provided adjacent to any single family residential development. Within that buffer, one large canopy tree (evergreen) shall be provided every thirty-five (35) linear feet. A forty (40) foot wide landscape buffer is required along the DNT service roads.
- (e) Amenities: A minimum 12 foot wide concrete trail is required along the north area of the property, connecting the existing Light Farms trail to the DNT service road. Additional amenities shall include a pool/spa, indoor fitness room or flex space, a sports court (tennis, basketball, volleyball, or comparable), and installations that promote gathering areas (benches, tables, fire pits, pergola, yard games, corn hole, horseshoes, etc.).
- (f) Architecture: The front façade of each residential building shall incorporate 85% Category A and 15% Category B (with a minimum 20% stone) per the Architectural Standards of the City's Zoning Ordinance. The leasing office shall incorporate an equal or greater percentage of material composition as the residential units for the same front, side and rear façades. In addition, the leasing office shall provide a standing seam metal roof. Enclosed garages shall be masonry. Variation of roof elevations and exterior wall materials and colors shall be incorporated to provide architectural variety. Allowable materials to include brick, stone, synthetic stone, stucco, and fiber cement siding.
- (g) Additional Cottage Style standards:
Detached garages and carports interior to the development are permitted. Any interior fencing shall be enhanced. Any wooden fences should be cedar, board-on-board with a decorative cap with metal posts on the interior of the yard (smooth side out). Decorative and ornamental iron fencing, or masonry walls, are also allowed.

Minimum Building Separation: The minimum building separation shall be 8' between foundations, if properly sprinkled in conformance with the City's adopted model codes.

Minimum floor area per dwelling unit:

- (A) 1BR = 600 sq-ft
- (B) 2BR = 800 sq-ft
- (C) 3BR = 1,200 sq-ft

(h) Lot regulations for Multiple-Family on Tract 1:

1. Lot Size: Minimum five (5) acres
2. Height:

Number of Stories	Maximum Height
One (1)	Twenty-Five (25) feet for residential units and Thirty (30) feet for leasing office
Three (3)	Fifty (50) feet
Four (4)	Sixty Five (65) feet

3. Setbacks:

	Common Property Line Adjacent to Single Family Residential when Structure is 1 story	Common Property Line Adjacent to Single Family Residential when Structure is 1-3 stories	Common Property Line Adjacent to Single Family Residential when Structure is 4 stories	Common Property Line Adjacent to Non-Residential
Front Yard	Twenty (20) feet	Sixty (60) feet	Seventy (70) feet	Fifteen (15) feet
Side Yard	Twenty (20) feet	Sixty (60) feet	Seventy (70) feet	Fifteen (15) feet
Rear Yard	Twenty (20) feet	Sixty (60) feet	Seventy (70) feet	Fifteen (15) feet

4. Parking:

(i) Number per unit:

- a. 1.75 spaces per one-bedroom unit.
- b. 2 spaces per two-bedroom unit.
- c. 2.5 spaces per three-bedroom unit.
- d. 3 spaces per unit with four or more bedrooms.

(ii) Density bonus:

- a. An increase in density of five percent (5%) for the total units allowed per net acre is permitted when at least seventy-five percent (75%) of the parking spaces are constructed as a combination of structured parking, covered parking, or enclosed parking (garage).

(iii) Standards:

- a. A paved walkway shall connect the front door of each ground floor unit to a parking area.
- b. Boats, campers, trailers and other recreational vehicles shall be prohibited unless oversize parking areas are provided as a part of an approved site plan. This parking area shall not be used to meet the minimum parking requirements and shall not be visible from a public street.
- c. Parking is not allowed between the building and a public street.
- d. Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street.
- e. Monument signs are allowed within setbacks, but must honor sight visibility restrictions.



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Paul DeBuff, Assistant to the City Manager
CC: Jason Laumer, City Manager
Date: May 14, 2019
Re: Public Hearing & Resolution creating Glen Crossing West PID

Action Requested:

The City Council of the City of Celina will hold a public hearing to consider testimony and act upon a resolution of the City of Celina, Texas authorizing and creating the Glen Crossing West Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code. (DeBuff)

Background Information:

City Council accepted a petition to create the Glen Crossing West Public Improvement District (PID) for ±29.306 acres of land on April 9, 2019.

The proposed resolution authorizes the creation of the Glen Crossing West PID and provides for items associated with the PID.

Board Review/Citizen Input:

A public hearing on the advisability of creating the PID was held on May 14, 2019.

Alternatives:

N/A

Financial Considerations:

The estimated total costs to design, acquire, and construct the Authorized PID Improvements, is \$1,035,663, to be paid by the PID assessments.

Legal Review:

This resolution has been reviewed by the City Attorney.

Supporting Documents:

- Proposed resolution
- Public Hearing notice

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE GLEN CROSSING WEST PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Celina, Texas (the “**City**”), is authorized under Chapter 372 of the Texas Local Government Code (the “**Act**”), to create a public improvement district within the corporate limits of the City; and

WHEREAS, on March 21, 2019, W/J CR 55, L.P., a Texas limited partnership, (the “**Petitioner**”) submitted and filed with the City Secretary of the City a petition (the “**Petition**”) requesting the establishment of a public improvement district for property within the corporate limits of the City; and

WHEREAS, the Petition requested the creation of the Glen Crossing West Public Improvement District (the “**District**”), which District is located within the corporate limits of the City and more particularly depicted in Exhibit A and described by metes and bounds in Exhibit B (the “**Property**”) each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the “**City Council**”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Celina Record*, newspaper of general circulation in the City, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of the improvements on May 14, 2019; and

WHEREAS, the City Council completed and closed the public hearing on the advisability of the improvements on May 14, 2019.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on May 14, 2019 hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act that are necessary for the development of the Property, which Authorized Improvements will include, but not be limited to: (i) water and wastewater system improvements, drainage improvements, roadway improvements, right-of-way acquisition, park and open space improvements, and other improvement projects; (ii) payment of expenses incurred in the establishment, administration and operation of the District; and, (iii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (the “Authorized Improvements”). These Authorized Improvements promote the interests of the City and confer a special benefit upon the Property.
- (c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs.** The estimated total costs to design, acquire, and construct the Authorized Improvements, including payment of expenses to finance such public improvement projects such as eligible legal and financial fees and expenses incurred in the establishment, administration and operation of the District, is \$1,035,663 which costs shall be paid by assessments levied on the Property within the District. The City will not be obligated to provide any funds to finance the Authorized Improvements, other

than from assessments levied on the Property, and possible tax increment reinvestment zone revenue. No municipal property in the District shall be assessed. The developer of the Property (the “**Developer**”) may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

- (d) **Boundaries of the District.** The District is proposed to include approximately 29.306 acres of land generally located in the area encompassed directly south of CR 55, north of CR 53, east of Private Road 5281, west of Glen Crossing Drive, directly adjacent to the east side of Doe Branch creek, and as more particularly depicted in Exhibit A attached hereto, and as more properly described in the metes and bounds described in Exhibit B attached hereto.
- (e) **Proposed Method of Assessment.** The City shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest, may be paid in full at any time, and certain assessments may be paid in annual installments, with interest. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).
- (f) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Glen Crossing West Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the *Celina Record*, newspaper of general circulation in the City. Effective upon the publication of such notice, the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED on the 14th day of May, 2019.

ATTEST:

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

[illegible]

EXHIBIT B
Metes and Bounds Description of the Property
(approximately 29.306 acres)

Legal description of the land:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE TRACTS OF LAND DESCRIBED IN DEED TO CELINA 52 EAST, LP RECORDED IN INSTRUMENT NUMBER 20180131000124610 AND INSTRUMENT NUMBER 20180131000124590 OF THE COUNTY RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT NUMBER 20180131000124590;

THENCE N 89°41'23" E, 353.39 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 89°45'48" E, 357.44 FEET TO THE CENTERLINE OF A CREEK FOR THE POINT OF BEGINNING;

THENCE WITH SAID CREEK THE FOLLOWING BEARINGS AND DISTANCES:

N 06°28'44" E, 119.62 FEET;
 N 01°07'33" W, 111.87 FEET;
 N 10°09'35" W, 88.74 FEET;
 N 02°01'22" W, 150.65 FEET;
 N 11°37'21" W, 71.30 FEET;
 N 03°31'47" E, 107.43 FEET;
 N 03°43'17" E, 101.49 FEET;
 N 07°40'26" E, 122.42 FEET;
 N 01°27'35" W, 244.55 FEET;
 N 11°58'04" E, 145.67 FEET;
 N 07°49'54" W, 35.13 FEET;
 N 02°58'33" E, 78.26 FEET;
 N 28°15'03" E, 37.04 FEET;
 N 08°09'12" E, 54.54 FEET;
 N 00°16'06" E, 217.96 FEET;
 N 10°40'38" W, 62.47 FEET TO THE NORTH LINE OF SAID CELINA TRACT 52 RECORDED IN INSTRUMENT NUMBER 20180131000124610;

THENCE N 89°57'10" W, DEPARTING SAID CREEK AT 18.52 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 693.52 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CELINA TRACT 52 RECORDED IN INSTRUMENT NUMBER 20180131000124610;

THENCE S 00°45'37" E, 1018.06 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 00°30'37" E, 73.00 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE S 00°47'37" E, 500.20 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 15°49' W, 0.3 FEET;

THENCE S 00°05'23" W, 142.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT 20180131000124590;

THENCE N 89°46'37" W, 216.40 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS N 65°09' W, 0.3 FEET;

THENCE N 89°09'23" W, 96.60 FEET TO A 5/8 INCH IRON ROD FOUND WITH CAP STAMPED "PELTON";

THENCE N 89°41'23" W, 300.00 FEET FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 30°58' W, 0.4 FEET;

THENCE N 89°45'48" W, AT 120.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET IN ALL A DISTANCE OF 144.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,276,560 SQUARE FEET OR 29.306 ACRES OF LAND, MORE OR LESS.

**CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING
THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT**

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Celina, Texas (“Celina”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by W/J CR 55, L.P., a Texas limited partnership (the “Owner”), requesting that Celina create the Glen Crossing West Public Improvement District (the “District”) to include property owned by the Owner.

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m. on May 14, 2019 at 205 S. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the “Act”), that are necessary for the development of the property within the District, which public improvements may include, but not be limited to: (i) water and wastewater system improvements, drainage improvements, roadway improvements, right-of-way acquisition, park and open space improvements, and other improvement projects; (ii) payment of expenses incurred in the establishment, administration and operation of the District; and, (iii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, including eligible costs related to the establishment, administration and operation of the District and expenses associated with financing Authorized Improvements is \$1,035,663.

Proposed District Boundaries. The District is proposed to include approximately 29.306 acres of land generally located in the area encompassed directly south of CR 55, north of CR 53, east of Private Road 5281, west of Glen Crossing Drive, directly adjacent to the east side of Doe Branch creek and, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection during regular business hours.

Proposed Method of Assessment. Celina shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and Celina. Celina will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District property and possible tax increment reinvestment zone revenue. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to it as developer of the District.



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Vicki Faulkner, City Secretary
 CC: Jason Laumer, City Manager
 Date: May 14, 2019
 Re:

Action Requested:

Consider and act upon approval of canvass documents for the May 4, 2019, General Election results. (Faulkner)

Background Information:

The annual General Election was held on Saturday, May 4, 2019, for the purpose of electing one Council Member for Place 1, and one Council Member for Place 6. Unofficial tabulations are listed below.

<u>Place 1</u>	<u>Votes Received</u>
Bill Webber	0
Justin Steiner	0

<u>Place 6</u>	<u>Votes Received</u>
Jason Poncio	0
Chad Anderson	0
Lanford Rodgers	0

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Canvass documents from Collin County Elections (Includes Denton County votes)

Staff Recommendation:

Approve



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Jason Laumer, City Manager
Date: May 14, 2019
Re: Election Runoff for Saturday, June 8, 2019.

Action Requested:

Consider and act upon an ordinance ordering, establishing procedures, and setting the date for a runoff election for Celina City Council Place 6; providing for the approval of Election Judges and Voting Clerks; and providing for related matters. (Faulkner)

Background Information:

A General Election was held May 4, 2019, for the election of a Council Member to Place 6. No candidate for the election received a majority vote (50%) as required by the Texas Constitution for a candidate to be elected to a three year term of office. The City is contracting with Collin County to conduct the runoff election to be held Saturday, June 8, 2019.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Legal Review:

Supporting Documents:

Ordinance, contract

Staff Recommendation:

CITY OF CELINA, TEXAS

ORDINANCE NO. 2019-

AN ORDINANCE OF THE CITY OF CELINA ORDERING, ESTABLISHING PROCEDURES, AND SETTING THE DATE FOR A RUNOFF ELECTION FOR THE CELINA CITY COUNCIL PLACE 6; PROVIDING FOR THE APPROVAL OF ELECTION JUDGES AND VOTING CLERKS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on May 4, 2019 an election was held for the election of Councilmember, Place 6; and

WHEREAS, no candidate for Place 6 received a majority vote in the election, which is required by the Texas Constitution for a candidate to be elected to a three year term of office; and

WHEREAS, if no candidate receives a majority vote, a runoff election for that office is required; and

WHEREAS, the Texas Election Code is applicable to said election and this Ordinance establishes procedures consistent with the Code, and designates the date and voting place for the runoff election;

WHEREAS, the City has contracted with Collin County to conduct the City's runoff election, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code* (the "Election Services Agreement");

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

SECTION 1. Runoff Election. A runoff election for Councilmember, Place 6 shall be held on Saturday, June 8, 2019, to elect a Councilmember to serve a three (3) year term. The candidates' names appearing on the ballot for the runoff election shall be the names of the two candidates receiving the highest and second highest number of votes cast at the May 4, 2019 election for the office of Councilmember, Place 6, Chad Anderson and Jason Poncio.

SECTION 2. Conformance with General Election. The general processes and procedures, and the procedures for approving election judges, early voting clerks, and related matters shall be and remain as approved for the general election, except as required by the Texas Election Code. In addition, the runoff election shall be held in accordance with this Ordinance.

(a) **Notice of Election.** Notice of the election shall be given in the manner as provided in the Texas Election Code for runoff elections. A notice compliant with Chapter 4 of the Election Code shall be posted on the bulletin board used for posting notice of meetings of the governing body at the City Hall not later than the fifteenth (15th) day before the election, and by publishing a notice of election compliant with Chapter 4 of the Election Code at least one time not later than the fifteenth (15th) day prior to said

election day, in a newspaper in general circulation in the City.

(b) **Conduct of Election.** The Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for the City pursuant to the contract for election services between the City of Celina and Denton. The election shall be held and conducted in compliance with state law and the Election Services Contract.

(c) **Election Precincts and Election Day Polling Places.** The election precincts in the City shall be the election precincts established by Denton County, provided that each shall contain and include geographic area that is within the City. The polling place for the election shall be the Celina ISD Administrative Building, 205 S. Colorado Street, Celina, Texas. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The Elections Administrator shall tabulate and provide the election returns for votes cast by Celina voters.

(d) **Election Judges and Clerks.** The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Elections Administrator in compliance with the requirements of state law and are hereby designated and appointed election officers for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

(e) **City Secretary Assistance.** The City Secretary is hereby authorized and instructed to aid the Elections Administrator in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code; provided that, pursuant to the respective Election Services Contract between the City and the Collin County Elections Administrator, the Collin County Elections Administrator shall have the duty and be responsible for organizing and conducting the election in compliance with the Texas Election Code; and for providing all services specified to be provided in the respective Election Services Contracts.

(f) **General.** The runoff election shall be held and conducted by the Collin County Elections Administrator in compliance with the Texas Election Code and, to the extent not inconsistent therewith, the City Charter, and only resident qualified voters of the City shall be eligible to vote at the election. The Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council in accordance with the Texas Election Code.

SECTION 3. Effective Date; Election Code. This Ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Election Code, the Texas Election Code shall govern and control and the Collin County Elections Administrator shall comply with the Texas Election Code.

SECTION 4. Open Meetings. It is officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required Chapter 551 of the Texas Government Code.

IT IS SO ORDAINED, PASSED, ADOPTED AND APPROVED on this the 14th day of May, 2019.

CITY OF CELINA, TEXAS

Sean Terry, City Mayor

ATTEST:

Vicki Faulkner, City Secretary

Attachment: Runoff-election.doc (Election Runoff)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Swapna Konda, Engineer
 CC: Kim Brawner, Director of Engineering
 Date: May 14, 2019
 Re: 2019 Street Improvements

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Advanced Paving Company in the amount of \$465,879.70 plus 10% contingency (\$46,587.97) for the 2019 Street Improvements project. (Brawner)

Background Information:

On April 30, 2019, the City received bids for bid 2019-0007 for the 2019 annual street repairs and maintenance. The invitation was advertised in the local paper and posted on the City's eProcurement system in which ninety-two vendors were notified. Three submittals and one no bid were received. Staff reviewed the bids and recommends the apparent low bidder.

The bid for this project was in the amount of \$465,879.70. Contingency in the amount of \$46,587.97 is included to cover unexpected costs during construction. 512467.67

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Balance from 2018 Street Improvements project (106-777-00-8502, project R27) and Street budget (102-514-02-5145).

Base Bid	\$	465,879.70
Contingency	\$	<u>46,587.97</u>
Total	\$	512,467.67

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

Legal Review:

N/A

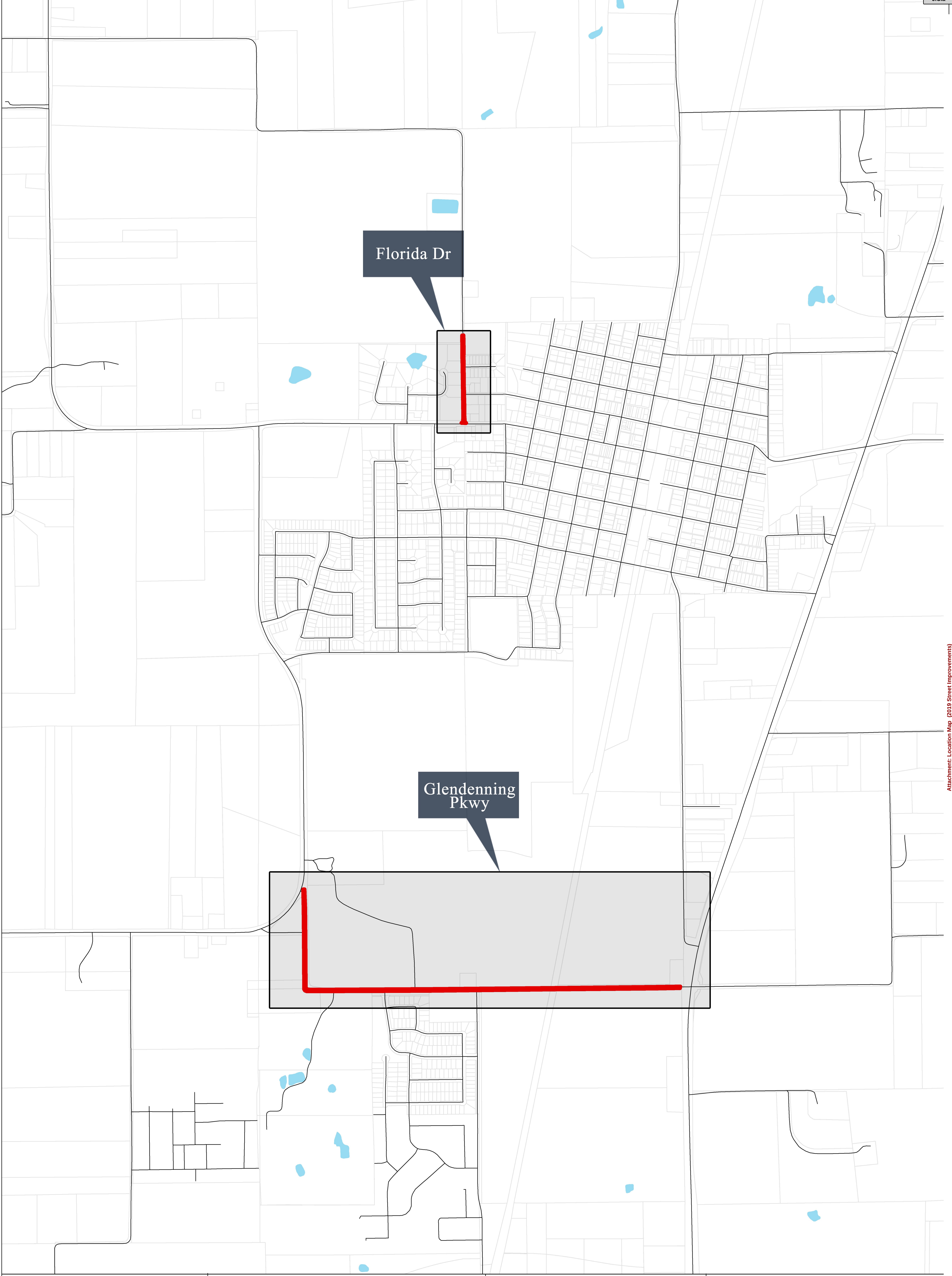
Supporting Documents:

Location Map

Bid Tab

Staff Recommendation:

Staff recommends awarding bid 2019-0007 to Advanced Paving Company in an amount not to exceed \$465,879.70 plus \$46,587.97 in contingency and to authorize the City Manager to execute the agreement

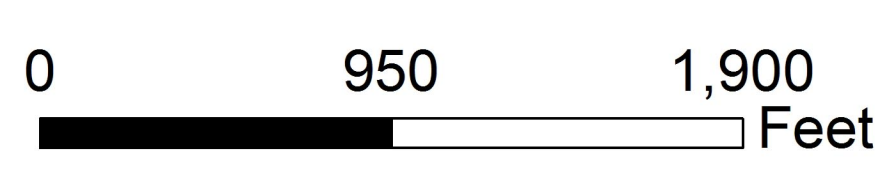
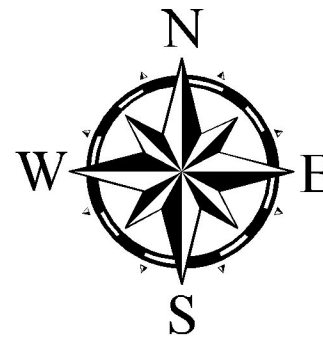


Attachment: Location Map (2019 Street Improvements)



2019 City of Celina Street Improvements

Date: 4/16/2019



Legend

-  Glendenning Pkwy
-  Florida Dr
-  Roads

Event Number	2019-0007 Addendum 1	Organization	City of Celina eBid
Event Title	2019 Street Improvements (R27)	Workgroup	Purchasing
Event Type	BID	Email	dberry@celina-tx.gov
Issue Date	4/17/2019 10:13:42 AM (CT)	Phone	(469) 813-4194
Close Date	4/30/2019 02:30:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Advanced Paving Company (Adv	Dallas	TX	4/29/2019 09:36:50 AM (CT)	11	\$465,879.70
Wopac Const. Inc. (INC)	PROSPER	TX	4/30/2019 10:27:14 AM (CT)	11	\$486,556.70
Pavecon Public Works, LP	Grand Prairie	TX	4/30/2019 12:18:01 PM (CT)	11	\$545,477.75

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SECTION 00400
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 Advanced Paving Company, (CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, 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
2019 Street Improvements
Bid #2019-0007

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:

Approximately 18,323 linear feet of asphalt street improvements along the following streets:

- Glendennign Pkwy
- N. Florida Drive from Walnut to North of Mulberry Ct.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

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

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*

Attachment: 400 - Standard Form of Agreement (2019 Street Improvements)

A. The Work will be substantially completed within 60 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 75 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially 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.A below:

For all Work other than Unit Price Work, a Lump sum of: \$465,879.70
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 (1-30/31) 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.

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:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Other bonds;;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and all attached sheets;
9. Addenda;
10. Exhibits to this Agreement:
 - a. CONTRACTOR'S Bid Response;
 - b. 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.A are attached to this Agreement (except as 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;
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.

This Agreement will be effective on May 14, 2019, (which is the Effective Date of the Agreement).

CITY OF CELINA

ADVANCED PAVING COMPANY

Jason Laumer, City Manager

Name & Title

Attest

Attest

Vicki Faulkner

Name & Title

Notice Address:

Notice Address

142 N. Ohio Street
Celina, TX 75009
Attn: Contracts
contracts@celina-tx.gov

Attachment: 400 - Standard Form of Agreement (2019 Street Improvements)