NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, APRIL 11, 2017 AT 5:00 PM

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Library Services Survey (Library Board-Jaworski)

B. Downtown Parking (Bise)

C. Engineering Update (Johnson)

D. Splash and Blast event (Terry)

E. Discussion of new windows for City Hall Annex

F. Update on new Planning and Zoning Commission meeting time.

G. Discussion regarding any and/or all agenda items.

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter, and Texas Government Code 551.074, Personnel Matters, to deliberate the appointment, employment,

evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

A. Discussion regarding a resolution authorizing the Mayor to execute a Development, Settlement, and Annexation Agreement by and between the City of Celina, Texas, and Dynavest Joint Venture. (Dynavest)

B. Discussion regarding a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem of the City of Celina, Texas, to execute a Facilities Agreement by and between the City of Celina, CADG Sutton Fields, LLC, and Mustang Special Utility District, and providing an effective date. (Sutton Fields)

C. Discussion regarding a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem of the City of Celina, Texas, to execute an Interlocal Agreement for Billing Services and provision of Retail Water Service by and between the City of Celina and Mustang Special Utility District ("MSUD"); and providing and effective date. (Sutton Fields II)

D. Main Street Manager

Reconvene into Open Session:

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. 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.

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 - Mar 14, 2017 5:00 PM

B. Consider and act upon an Interlocal Agreement by and between the City of Allen and the City of Celina authorizing the cities to enter into a cooperative purchasing program allowing each party to purchase goods and services under each other's competitively bid contracts pursuant to Chapter 271 of the Texas Local Government Code. (Metdker)

C. Consider and act upon a Final Plat for The Tractor Supply Addition, being approximately 3.714 acres situated in the Collin County School Survey, Abstract No. 167, City of Celina, Collin County, Texas, comprised of one (1) lot. The property is located west of Preston Road, east of South Oklahoma Dr. (Business 289), and south of Ash Street. (Tractor Supply Final Plat) (Liebman)

D. Consider and act upon an ordinance denying the proposed change in rates of Oncor Electric Delivery Company LLC, finding and determining that the meeting at which this ordinance is passed is open to the public as required by law, and declaring an emergency.

E. Consider and act upon a Construction Plat for Light Farms Grange 4A, being approximately 15.73 acres situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, comprised of 39 residential lots, and three (3) open space areas. The property is located west of Light Farms Way, east of Dallas Parkway, south of County Road 51, and north of Frontier Parkway. (Light Farms Grange 4A Construction Plat) (Liebman)

F. Consider and act upon a Final Plat for Creeks of Legacy Phase 2B, being approximately 39.331 acres situated in the F.D. Gary Survey, Abstract No. 361, City of Celina, Collin County, Texas, comprised of 83 residential lots, one (1) non-residential lot, and one (1) Home Owners Association Lot. The property is located north of Frontier Parkway, west of Dallas Parkway, south of Clear Creek Parkway, and east of Doe Branch Boulevard. (Creeks of Legacy 2B Final Plat) (Liebman)

G. Consider and act upon a contractor change order with Wilson Contractor Services, LLC. in the maximum amount of $37,050, for Construction Services for the Southeast Sector Water Line. (Johnson)

H. Consider and act to authorize the City Manager to execute Work Order #9 between the City of Celina and Garver, LLC in the amount of $1,212,365 for professional services relating to Celina Road and Downtown Pump Station improvements. (Fourmentin)

I. Consider and act to authorize the City Manager to execute a contract between the City of Celina and SPI Asphalt Inc. in the amount of $1,306,235.43 for the construction of the 2017 Street Improvement Project. (Fourmentin)

J. Consider and act upon a contract change order by and between the City of Celina and Freese and Nichols, Inc. for the Engineering Design for the Merritt Erosion Project. (Johnson)

K. Consider and act upon a resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of 11 cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Toutounchian)

L. Consider and act upon a resolution authorizing the City Manager to negotiate and execute a Professional Services Agreement for Mosquito Services with PRP services LLC. D/B/A Municipal Mosquito. (Mosquito Control Services) (Liebman)

M. Consider and act upon a resolution of the City of Celina, Texas, in opposition to a revenue cap and legislative interference with local services. (Chaffin)

N. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Lewis Dickerson on a 19.241 acre tract situated in the I.C. Williamson Survey. (Lewis Dickerson Chapter 43) (Liebman)

O. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Lewis Dickerson on a 29.215 acre tract situated in the I.C. Williamson Survey. (Dickerson Chapter 43) (Liebman)

P. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Blake Dickerson on a 9.748 acre tract situated in the I.C. Williamson Survey. (Dickerson Chapter 43) (Liebman)

Q. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Sandra Osborne on a 14.5 acre tract situated in the B.B.B. & C. RY CO. Survey. (Osborne Chapter 43) (Liebman)

R. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Sandra Osborne on a 14.0 acre tract of land situated in the S. McCullough Survey. (Osborne Chapter 43) (Liebman)

S. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and SBS Prosper 62 LTD. on a 9.26 acre tract situated in the I.C. Williamson Survey. (SBS Prosper Chapter 43) (Liebman)

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct a public hearing to consider testimony and act upon an amendment to the City of Celina's Code of Ordinances Chapter 10: Subdivision Regulations, Division 3: Procedures, Section 10.03.083: General Development Plan. (GDP Ordinance Amendment) (Liebman)

B. The Celina City Council will conduct a public hearing to consider testimony regarding an amendment to the Reinvestment Zone Number Four Final Project and Financing Plan and the enlargement of the zone. (Sutton Fields II) (Petty)

C. The Celina City Council will conduct a public hearing to consider testimony regarding an amendment to the Sutton Fields II Public Improvement District Service and Assessment Plans (SAP), dated November 10, 2015 for property within the Sutton Fields II Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields II) (Petty)

IX. ACTION ITEM:

A. The Celina City Council will act upon an ordinance amending the City of Celina's Code of Ordinances Chapter 3: Building Regulations, Article 3.10: Streets and Sidewalks, Division 2: Address Numbers. (Cluster Mailbox Ordinance Amendment) (Liebman)

B. Consider and take action on replacement windows for the City Hall Annex, located at 112 N. Colorado Dr. (City Hall Annex Windows) (Liebman)

C. The Celina City Council will consider and act upon an ordinance annexing a ±1.0 acre tract of land and half of its adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945, Tract 4, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of Rolling Meadows Estates. (Nguyen Tract) (Liebman)

D. Consider and act upon public support to El Puente De Celina Cinco de Mayo Scholarship in the name of the City of Celina. (Terry)

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 Date Notice Removed
City Secretary, City of Celina, TX

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
Date:	April 11, 2017
Re:	Discussion on windows at City Hall Annex.

Action Requested:
Discussion of new windows for City Hall Annex

Staff Recommendation:

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	P & Z Meeting time change.

Action Requested:
Update on new Planning and Zoning Commission meeting time.

Background Information:
The Planning and Zoning Commission at their March 21, 2017 meeting unanimously recommended to permanently change the time of their regularly scheduled meetings to 5:30 p.m.

The Commission also voted to move next months meeting to May 15, 2017 to allow Commissioners the opportunity to attend the annual Main Street Golf Tournament.

Staff Recommendation:
Staff recommends approval as presented.

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: April 11, 2017
Re:

Action Requested:
Discussion regarding a resolution authorizing the Mayor to execute a Development, Settlement, and Annexation Agreement by and between the City of Celina, Texas, and Dynavest Joint Venture. (Dynavest)

Background Information:
<Insert Background Info Here>

Board Review/Citizen Input:
<Insert Review/Citizen input here>

Alternatives:
<Insert Alternative here>

Financial Considerations:
<Insert Financial Considerations here>

Legal Review:
<Insert Legal Review Here>.

Supporting Documents:
<Insert Supporting Documents Here>

Staff Recommendation:

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: April 11, 2017
Re: <Insert Subject/RE Here>

Action Requested:
Discussion regarding a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem of the City of Celina, Texas, to execute a Facilities Agreement by and between the City of Celina, CADG Sutton Fields, LLC, and Mustang Special Utility District, and providing an effective date. (Sutton Fields)

Background Information:
<Insert Background Info Here>

Board Review/Citizen Input:
<Insert Review/Citizen input here>

Alternatives:
<Insert Alternative here>

Financial Considerations:
<Insert Financial Considerations here>

Legal Review:
<Insert Legal Review Here>.

Supporting Documents:
<Insert Supporting Documents Here>

Staff Recommendation:

Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Mary Petty, Petty & Associates, Inc.
Date: April 11, 2017
Re: <Insert Subject/RE Here>

Action Requested:
Discussion regarding a resolution of the City Council of the City of Celina, Texas, hereby authorizing the Mayor Pro Tem of the City of Celina, Texas, to execute an Interlocal Agreement for Billing Services and provision of Retail Water Service by and between the City of Celina and Mustang Special Utility District ("MSUD"); and providing and effective date. (Sutton Fields II)

Background Information:
<Insert Background Info Here>

Board Review/Citizen Input:
<Insert Review/Citizen input here>

Alternatives:
<Insert Alternative here>

Financial Considerations:
<Insert Financial Considerations here>

Legal Review:
<Insert Legal Review Here>.

Supporting Documents:
<Insert Supporting Documents Here>

Staff Recommendation:

NOTICE OF
CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
TUESDAY, MARCH 14, 2017 AT 5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Mindy Koehne	City of Celina	Place 5	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Bill Webber	City of Celina	Place 1	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Chad Anderson	City of Celina	Place 6	Absent	
Wayne Nabors	City of Celina	Place 2	Absent	
Sean Terry	City of Celina	Mayor	Present	

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Employee introductions/recognitions/retirement (Metdker) (Griggs) (Terry)

Assistant Fire Chief Shain Hunn introduced the following new firefighters: Jacob Talley, Chance Mallone, Kyle Flowers and Andrew Needhum. Police Chief Tony Griggs introduced new officer Chris Armstrong. Mayor Terry presented a plaque to Senior Utility Billing Clerk Vickie Cox commemorating her retirement from the City with almost twelve years of service.

B. 2016 Annual Report/Racial Profiling (Griggs)

Police Chief Tony Griggs briefly presented the Annual Racial Profiling Report and Annual Report.

C. Fiscal Year 2015/2016 Audit Presentation (Toutounchian)

Tommy Nelson with Scott, Singleton & Fincher presented the Fiscal Year End Audit.

D. Discussion regarding original old water tower on Elm Street (Terry)

General discussion regarding the fate of the old tower took place.

E. Cinco de Mayo request (Terry)

General discussion regarding festival support requests took place.

F. Old Town Neighborhood Association Meeting (Liebman)

A reminder regarding the meeting on March 20th was given.

G. Development Project Management Process Policy (Liebman)

Director of Planning and Development Services Helen-Eve Liebman presented the proposed policy to be voted on later on the agenda.

H. Discussion regarding any and/or all agenda items.

No other discussion took place.

III. EXECUTIVE SESSION:

The City Council convened into Executive Session at 5:43 p.m. with Interim City Manager Rick Chaffin, City Attorneys Lance Vanzant and Mack Reinwald and City Consultant Trent Petty. Councilwoman Mindy Koehne recused herself at this time due to a conflict of interest.

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.

A. Discussion regarding City consent to legislation providing for the Board of Municipal Management District No.1 (Old Celina, LTD)

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

The City Council reconvened into Open Session at 6:05 p.m. Councilman Hopkins moved to authorize the mayor to provide written consent to the amendment of legislation providing for the Board of Municipal Management District No. 1. (A copy of the bill is attached)

RESULT:	**ADOPTED [3 TO 0]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Bill Webber, Place 1
AYES:	Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors
RECUSED:	Koehne

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Councilwoman Koehne rejoined the meeting at this time. Mayor Terry led the pledges of allegiance and gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

VI. OPEN FORUM:

No comments were received.

VII. CONSENT AGENDA:

Minutes Acceptance: Minutes of Mar 14, 2017 5:00 PM (Minutes Approval)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Webber, Place 1
SECONDER:	Andy Hopkins, Place 3
AYES:	Koehne, Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors

A. Minutes Approval:

1. City Council - Regular Meeting - Feb 14, 2017 5:00 PM

2. City Council - Public Hearing and Special Meeting - Feb 28, 2017 5:00 PM

B. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas and Mark and Lisa Hendricks for approximately 7.386 acres situated in the I.C. Williamson Survey, Abstract No. 0943, Tract 14. (Hendricks Pre-Annexation Agreement) (Liebman)

C. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas and Jerry Moore for approximately 15.66 acres situated in the S. McCullough Survey, Abstract No. 0593, Tract 5. (Moore Pre-Annexation Agreement) (Liebman)

D. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas and Jerry Moore for approximately 3.00 acres situated in the S. McCullough Survey, Abstract No. 0593, Tract 10. (Moore Pre-Annexation Agreement) (Liebman)

E. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas and Jerry Moore for approximately 3.69 acres situated in the S. McCullough Survey, Abstract No. 0593, Tract 11. (Moore Pre-Annexation Agreement) (Liebman)

F. Consider and act upon creation of a new receptionist/administrative assistant position. (Chaffin)

G. Consider and act upon a contract Change Order No. 1 by and between the City of Celina and Freese & Nichols, Inc for the Engineering Design for Southeast Sector 2.0 MG EST and waterline Improvements. (Johnson)

H. Consider and act upon approval of the proposed sale of surplus equipment and vehicles at public auction. (Fourmentin)

I. Consider and act upon a resolution of the City Council of the City of Celina, Texas, supporting House Bill 1427 which amends Section 41.005 of the Texas Utilities Code to clarify that a municipality may regulate the operations of an Electric Cooperative through the city's zoning ordinance which is a permissible public health, safety, or welfare regulation. (Vanzant)

(2017-11R)

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct a public hearing to consider testimony and act upon an Ordinance of the City of Celina, Texas, amending Chapter 14: Zoning, Article 14.05 Development Standards and Use Regulations; and Article 14.04: Use Regulations to add regulations for solar panels and wind energy systems. (Wind energy/solar panels) (Liebman)

Mayor Terry opened the hearing at 6:08 pm. Those speaking were: Felicia Enuha of 412 Smokebrush who asked about any fees associated with the regulations, Dale Bainum of 3541 Heritage Trail who noted that only allowing panels (on sides not facing public roadways) eliminates half of the street. The hearing was closed at 6:17 pm.

Councilwoman Koehne moved to approve regulations for solar panels and disallow wind energy systems.

RESULT:	**APPROVED [3 TO 1]**
MOVER:	Mindy Koehne, Place 5
SECONDER:	Andy Hopkins, Place 3
AYES:	Koehne, Hopkins, Roberts
NAYS:	Webber
ABSENT:	Anderson, Nabors

IX. ACTION ITEM:

A. Consider and act upon approval of the 2016 Fiscal Year Audit. (Toutounchian)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Mindy Koehne, Place 5
AYES:	Koehne, Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors

B. Consider and act upon a resolution approving a development project management process policy. (Liebman)

(2017-12R) Councilwoman Koehne moved to approve item B as outlined (with amendments).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mindy Koehne, Place 5
SECONDER:	Andy Hopkins, Place 3
AYES:	Koehne, Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors

C. Consider and act upon an Ordinance of the City Council of the City of Celina Texas amending the City's Code of Ordinances, Appendix A: Fee Schedule, Sec. A6.014 Development agreement application. (Liebman)

(2017-15)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mindy Koehne, Place 5
SECONDER:	Andy Hopkins, Place 3
AYES:	Koehne, Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors

D. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, pursuant to Chapter 311 of the Texas Tax Code, appointing members to the Board of Directors for the Reinvestment Zones created by the City of Celina. (Fort)

Minutes Acceptance: Minutes of Mar 14, 2017 5:00 PM (Minutes Approval)

(2017-16)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors

E. Consider and act upon a Construction Plat for Glen Crossing, Phase 1, being approximately 41.814 acres situated in the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, comprised of 159 residential lots, and four (4) open space/common areas. The property is located south of County Road 55 (Glendenning Parkway), and west of County Road 1117, west of Preston Road, and east of Dallas North Tollway. (Glen Crossing Phase 1 Construction Plat) (Liebman)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bill Webber, Place 1
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors

F. Consider and act to institute the annexation of a ±1.0 acre tract of land and half of its adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945. Collin County, Texas. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of the Rolling Meadows Estates. (Nguyen Tract) (Liebman)

RESULT:	**TABLED [UNANIMOUS]**	**Next: 4/11/2017 5:00 PM**
MOVER:	Andy Hopkins, Place 3	
SECONDER:	Carmen Roberts, Place 4	
AYES:	Koehne, Hopkins, Webber, Roberts	
ABSENT:	Anderson, Nabors	

G. Consider and act upon a resolution of the City of Celina, Texas, setting a public hearing under Section 311.003, 311.007 and 311.011 of the Texas Tax Code to amend the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Four; City of Celina, Texas and to enlarge the boundaries of said Reinvestment Zone; authorizing the issuance of notice by the City Secretary of Celina, Texas regarding the pubic hearing; providing for an effective date; and resolving other matters incident and related thereto. (Sutton Fields II) (Petty)

(2017-13R) Mayor Terry appointed Councilwoman Koehne to lead the meeting in his absence and left the meeting at 6:29 p.m.

Minutes Acceptance: Minutes of Mar 14, 2017 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Bill Webber, Place 1
AYES:	Koehne, Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors

H. Consider and act upon a resolution for the City of Celina, Texas, calling for a public hearing on April 11, 2017, to consider an ordinance amending the Sutton Fields II Public Improvement District Service and Assessment Plans (SAP), dated November 10, 2015; directing the City Staff to publish and mail notice of said public hearing; providing for an effective date; and resolving other matters incident and related thereto. (Sutton Fields II) (Petty)

(2017-14R)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors

I. Consider and act upon a request for a Subdivision Ordinance Variance from First Texas Homes and Centurion American Development Group to Section 10.23.122(r)(5) Boundary Streets & Section 10.03.126 (f)(2) Streets, to allow certain portions of roadways adjacent to the Creeks of Legacy, Phase 2C development to be constructed with future phases of development and/or to have funds escrowed for the future construction. (Creeks of Legacy Phase 2C SOV) (Liebman)

Item K was taken before Item I.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Koehne, Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors

J. Consider and act upon a request for a Subdivision Ordinance Variance from First Texas Homes to Section 10.03.122(m)(1), Culs-de-sac, dead-end streets, to allow an over length cul-de-sac for Creeks of Legacy Phase 2C. The project is located north of Frontier Parkway, west of Dallas Parkway, east of County Road 6 (Legacy Drive), and west of Doe Branch Boulevard. (Creeks of Legacy Phase 2C SOV) (Liebman)

Minutes Acceptance: Minutes of Mar 14, 2017 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors

K. Consider and act upon a resolution approving a Facilities Agreement for Phase 2A and Phase 2C, Creeks of Legacy Subdivision, between the City, and the Developers of Phase 2A and Phase 2C, CADG, Frontier 192, LLC; CTMGT Frontier 80, LLC; and First Texas Homes INC., for the dedication of right of way and installation of public improvements and facilities, providing obligations of the property owners; and authorizing the City Manager to execute all necessary contract documents. (Creeks of Legacy) (Petty)

(2017-15R)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carmen Roberts, Place 4
SECONDER:	Andy Hopkins, Place 3
AYES:	Koehne, Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors

L. Consider and act upon a Construction Plat for Creeks of Legacy Phase 2C, being approximately 22.986 acres situated in the WM. Davenport Survey, Abstract No. 262, and the F.D. Gary Survey, Abstract No. 361, Collin County, Texas, comprised of sixty-six (66) residential lots and one (1) open space/common area. The property is located north of Frontier Parkway, west of Dallas Parkway, east of County Road 6 (Legacy Drive), and west of Doe Branch Boulevard. (Creeks of Legacy Phase 2C Construction Plat) (Liebman)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Hopkins, Webber, Roberts
ABSENT:	Anderson, Nabors

X. ADJOURNMENT:

There being no further comment Councilwoman Koehne adjourned the meeting at 6:40 p.m.

_____
Sean Terry, Mayor

_____
Vicki Faulkner, TRMC
City Secretary, City of Celina, Texas

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Mar 14, 2017 5:00 PM (Minutes Approval)

Fire Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Mark Metdker, Public Safety Director
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Interlocal Cooperative Purchasing Program

Action Requested:
Consider and act upon an Interlocal Agreement by and between the City of Allen and the City of Celina authorizing the cities to enter into a cooperative purchasing program allowing each party to purchase goods and services under each other's competitively bid contracts pursuant to Chapter 271 of the Texas Local Government Code. (Metdker)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Interlocal Agreement

Staff Recommendation:

STATE OF TEXAS §
§
COUNTY OF COLLIN

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Allen, Texas ("Allen"), and the City of Celina, Texas, acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

Attachment: City of Allen and Celina Interlocal Agreement (1977 : Interlocal Agreement)

ARTICLE II
TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III
TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV
PURCHASING

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V
MISCELLANEOUS

5.1 **Relationship of Parties**: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment**: This Agreement may be amended by the mutual written agreement of both parties hereto.

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

5.5 **Governing Law**: The validity of this Agreement and any of its terms and 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 the State District Court of Collin County, Texas.

5.6 **Entire Agreement**: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals**: The recitals to this Agreement are incorporated herein.

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

EXECUTED this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
PETER H. VARGAS, CITY MANAGER

305 Century Parkway
Allen, TX 75013

ATTEST:

By: _____
SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this _____ day of _____, 2017.

CITY OF CELINA, TEXAS

By: _____
Sean Terry, Mayor

142 N. Ohio Street
Celina, Texas 75009

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robyn Miga, Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Tractor Supply Final Plat

Action Requested:
Consider and act upon a Final Plat for The Tractor Supply Addition, being approximately 3.714 acres situated in the Collin County School Survey, Abstract No. 167, City of Celina, Collin County, Texas, comprised of one (1) lot. The property is located west of Preston Road, east of South Oklahoma Dr. (Business 289), and south of Ash Street. (Tractor Supply Final Plat) (Liebman)

Background Information:
Staff has reviewed the proposed Final Plat for the Tractor Supply Addition, and has determined it meets all requirements.

Board Review/Citizen Input:
Planning & Zoning Commission unanimously recommended approval at the March 21, 2017 meeting.

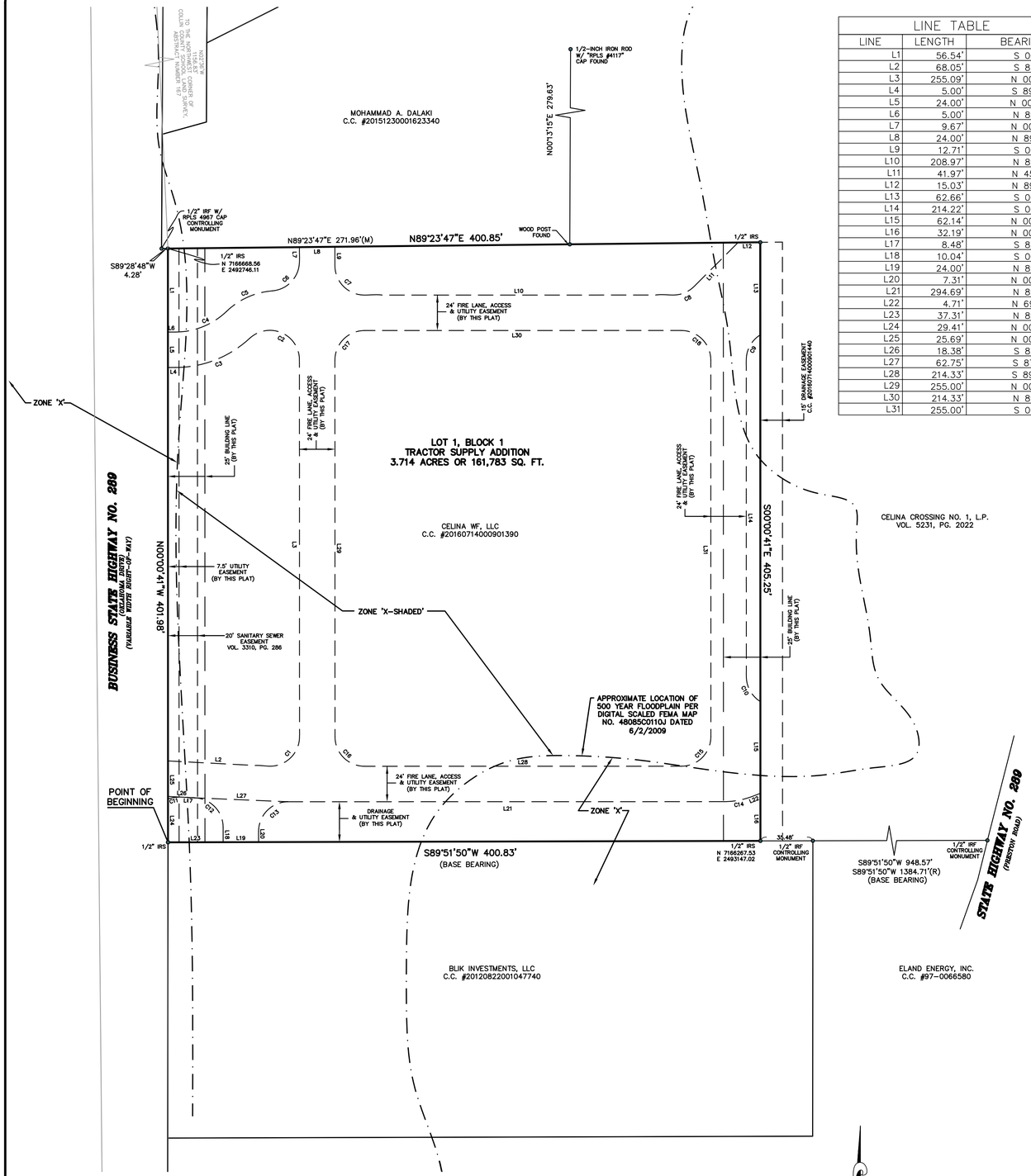
Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

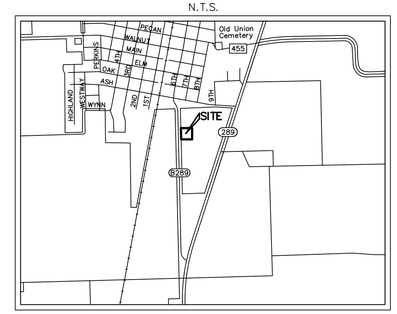
Supporting Documents:
Plat Exhibit

Staff Recommendation:
Staff recommends approval as presented.



LINE TABLE		
LINE	LENGTH	BEARING
L1	56.54'	S 00°00'41" E
L2	68.05'	S 87°00'41" E
L3	255.09'	N 00°00'41" W
L4	5.00'	S 89°59'13" W
L5	24.00'	N 00°00'42" W
L6	5.00'	N 89°59'19" E
L7	9.67'	N 00°00'41" W
L8	24.00'	N 89°23'47" E
L9	12.71'	S 00°00'41" E
L10	208.97'	N 89°59'19" E
L11	41.97'	N 45°00'00" E
L12	15.03'	N 89°23'47" E
L13	62.66'	S 00°00'41" E
L14	214.22'	S 00°00'41" E
L15	62.14'	N 00°00'41" W
L16	32.19'	N 00°00'41" W
L17	8.48'	S 87°00'41" E
L18	10.04'	S 00°00'41" E
L19	24.00'	N 89°51'50" E
L20	7.31'	N 00°00'41" W
L21	294.69'	N 89°59'19" E
L22	4.71'	N 69°03'00" E
L23	37.31'	N 89°51'50" E
L24	29.41'	N 00°00'41" W
L25	25.69'	N 00°00'41" W
L26	18.38'	S 87°00'41" E
L27	62.75'	S 87°35'08" E
L28	214.33'	S 89°59'19" W
L29	255.00'	N 00°00'41" W
L30	214.33'	N 89°59'19" E
L31	255.00'	S 00°00'41" E

VICINITY MAP
N.T.S.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CB	CD
C1	32.46'	20.00'	93°00'00"	N 46°29'19" E	29.01'
C2	46.39'	20.00'	132°54'37"	N 66°27'59" W	36.67'
C3	55.42'	74.00'	42°54'37"	N 68°32'01" E	54.13'
C4	38.35'	50.00'	43°56'44"	N 68°00'57" E	37.42'
C5	34.49'	50.00'	39°31'24"	S 65°48'17" W	33.81'
C6	29.87'	20.00'	85°34'40"	N 42°46'39" E	27.17'
C7	31.42'	20.00'	90°00'00"	S 45°00'41" E	28.28'
C8	15.70'	20.00'	44°59'19"	N 67°29'40" E	15.30'
C9	20.36'	20.00'	58°19'54"	S 29°09'16" W	19.49'
C10	20.36'	20.00'	58°19'54"	S 29°10'38" E	19.49'
C11	10.00'	30.00'	19°05'33"	S 83°26'32" W	9.95'
C12	30.37'	20.00'	87°00'00"	N 43°30'41" W	27.53'
C13	31.42'	20.00'	90°00'00"	S 44°59'19" W	28.28'
C14	20.93'	55.00'	21°48'14"	N 79°05'11" E	20.80'
C15	31.42'	20.00'	90°00'00"	N 44°59'19" E	28.28'
C16	31.42'	20.00'	90°00'00"	S 45°00'41" E	28.28'
C17	31.42'	20.00'	90°00'00"	S 44°59'19" W	28.28'
C18	31.42'	20.00'	90°00'00"	N 45°00'41" W	28.28'

GENERAL NOTES:

1. IRF – Iron Rod Found
2. IRS – Iron Rod Set w/ "PEISER & MANKIN SURV" red plastic cap
3. Basis of Bearing – Based on the South line (North 89 deg. 51 min. 50 sec. East) of that certain tract of land conveyed to Celina Crossing No. 1, L.P., by deed recorded in Volume 5231, Page 2022, Deed Records, Collin County, Texas.
4. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
5. The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.
6. The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: Planning and Zoning Commission, City of Celina, Texas

_____ _____
Signature of Chairperson Date of Recommendation

APPROVED BY: City Council, City of Celina, Texas

_____ _____
Signature of Mayor Date of Approval

ATTEST:

_____ _____
City Secretary Date

Property Location Statement:

This property is located in the corporate limits of the City of Celina, County, Texas.

_____ _____
Signature of Mayor Date of Approval

ATTEST:

_____ _____
City Secretary Date

FLOOD CERTIFICATE
As determined by the FLOOD INSURANCE RATE MAPS for Collin County, the subject property Does not appear to lie within a Special Flood Hazard Area (100 Year Flood), Map date 6/2/2009 Community Panel No. 48085C0110J subject lot is located in Zones 'X' and 'X-shaded'.
If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the Surveyor.

NORTH

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

OWNER:
CELINA WF, LLC
2601 HARRISON, #300
WICHITA FALLS, TX 76308

ENGINEER:
VASQUEZ ENGINEERING, L.L.C.
1919 S. Shiloh Road
Suite 440, LB 44
Garland, Texas 75042
972-278-2948 tele
CONTACT: JUAN VASQUEZ

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS Celina WF, LLC is the owner of that certain 3.714 acre tract of land situated in the Collin County School Land Survey, Abstract Number 167, City of Celina, Collin County, Texas, same being all that certain tract of land conveyed to Celina WF, LLC, by deed recorded in County Clerk File No. 20160714000901390, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with "Peiser & Mankin SURV" red plastic cap set (hereinafter referred to as 1/2 inch iron rod set) for the Southwest corner of said Celina WF tract, same being in the east right-of-way line of Business State Highway 289 (Oklahoma Drive) (variable width right-of-way)

THENCE North 00 deg. 00 min. 41 sec. West, along the common line of said Celina WF tract, and the east right-of-way line of said Business State Highway 289, a distance of 401.98 feet to a 1/2 inch iron rod set for the northwest corner of said Celina WF tract, same being in the south line of that certain tract of land conveyed to Mohammad A. Dalaki by deed recorded in Clerk's File No. 2015123000162334O, Official Public Records, Collin County, Texas;

THENCE North 89 deg. 23 min. 47 sec. East, along the common line of said Celina WF tract and said Dalaki tract, passing the southwest corner of said Dalaki tract, same being a Southwest corner of the remainder of that certain tract of land conveyed to Celina Crossing No. 1, L.P., by deed recorded in Volume 5231, Page 2022, Deed Records, Collin County, Texas, and continuing along the common line of said Celina WF tract and said remainder of Celina Crossing tract, a total distance of 400.85 feet to a 1/2 inch iron rod set for the northeast corner of said Celina WF tract;

THENCE South 00 deg. 00 min. 41 sec. East, continuing along the common line of said Celina WF tract and said remainder of Celina Crossing tract, a distance of 405.25 feet to a 1/2 inch iron rod set for the Southeast corner of said Celina WF tract, same being the most southerly Southwest corner of said remainder of Celina Crossing Tract, same being in the northerly line of that certain tract of land conveyed to BLIK Investments, LLC, by deed recorded in County Clerks File No. 20120822001047740, Official Public Records, Collin County, Texas;

THENCE South 89 deg. 51 min. 50 sec. West, along the common line of said Celina WF tract and said BLIK tract, a distance of 400.83 feet to the POINT OF BEGINNING and containing 161,783 square feet or 3.714 acres of computed land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Celina WF, LLC, acting herein by and through its duly authorized officer, does hereby adopt this plat designation the herein above described property as Lot 1, Block 1, Tractor Supply Addition, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas

WITNESS, my hand this the _____ day of _____, 2017.

CELINA WF, LLC
a Texas limited liability company

By: _____
Houston B. Clark, President

STATE OF TEXAS
COUNTY OF _____
Before me, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared Houston B. Clark, Owner, 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 purpose and considerations therein expressed.

Given under my and seal of office, this the _____ day of _____, 2017.

_____
Notary Public in and for the State of Texas

My Commission Expires On: _____

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF TARRANT §

I, Timothy R. Mankin, a Registered Professional Land Surveyor, licensed by the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina.

PRELIMINARY–FOR REVIEW ONLY

_____
Timothy R. Mankin, R.P.L.S. No. 6122
Peiser & Mankin Surveying, LLC
623 E. Dallas Road
Grapevine, Texas 76051

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE me, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared Timothy R. Mankin, 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 purpose and considerations therein stated.
Given under my hand and seal of the office this the _____ day of _____, 2017.

_____
Notary Public in and for Tarrant County, Texas

FINAL PLAT
LOT 1, BLOCK 1
TRACTOR SUPPLY ADDITION

BEING a certain tract of land situated in the Collin County School Land Survey, Abstract No. 167 in the City of Celina, Collin County, Texas, described in deed to Celina WF, LLC, as according to the deed thereof recorded in County Clerk's File No. 20160714000901390 Official Public Records of Collin County, Texas, CONTAINING ONE LOT TOTALLING 161,783 SQ. FT. OR 3.714 ACRES

MARCH 2017 SHEET 1 OF 1

JOB NO.: 14-0808	PEISER & MANKIN SURVEYING, LLC		SHEET
DATE: 3/25/2017	www.peisersurveying.com		
FIELD DATE: 11/6/2014	623 E. DALLAS ROAD GRAPEVINE, TEXAS 76051 817-481-1806 (O) 817-481-1809 (F)	COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE	1
SCALE: 1" = 40'			OF
FIELD: J.D.H.			1
DRAWN: J.B.W.			
CHECKED: T.R.M.	tmankin@peisersurveying.com	FIRM No. 100999-00	

Texas Society of Professional Surveyors
Member Since 1977

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Vicki Faulkner, City Secretary
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Oncor Rate Change

Action Requested:
Consider and act upon an ordinance denying the proposed change in rates of Oncor Electric Delivery Company LLC, finding and determining that the meeting at which this ordinance is passed is open to the public as required by law, and declaring an emergency.

Background Information:
As a regulatory authority with jurisdiction over Oncor's rates, operations and services within city limits, Oncor is requesting that the City take action with regard to this rate change request as expeditiously as possible. Oncor is asking the City to deny the case. If the City does not act to either suspend the effective date for 90 days or take a final action prior to the effective date of April 21, 2017, the rates would be considered approved by operation of law.
It is Oncor's intent to have system-wide rates in effect and towards that end intends to appeal to the Commission any action taken by the City, and request consolidation into one proceeding at the Commission. Once the appeal is granted, the City would have standing as a party to participate fully in the proceeding at the Commission.

Board Review/Citizen Input:
N/A

Alternatives:

Financial Considerations:

Legal Review:
The City Attorney has reviewed this ordinance.

Supporting Documents:
Ordinance

Staff Recommendation:

Attachment: Oncor - Deny - City of Celina (1978 : Oncor Rate Change)

CITY OF CELINA, TEXAS
ORDINANCE NO. 2017-

AN ORDINANCE DENYING THE PROPOSED CHANGE IN RATES OF ONCOR ELECTRIC DELIVERY COMPANY LLC, FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW, AND DECLARING AN EMERGENCY.

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

SECTION 1. That the proposed changed rate schedules and service regulations filed with the Governing Body of this municipality by Oncor Electric Delivery Company LLC on March 17, 2017, are hereby denied and disapproved, and Oncor Electric Delivery Company LLC shall continue to provide electric delivery service within this municipality in accordance with its rate schedules and service regulations in effect within this municipality on March 17, 2017.

SECTION 2. That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public and as required by law, and public notice of the time, place and purpose of said meeting was given as required.

SECTION 3. That an emergency exists necessitating the suspension of any rule requiring multiple readings of this Ordinance and all multiple readings of this Ordinance are hereby waived; this Ordinance shall take effect immediately upon its passage.

PASSED AND APPROVED at a regular meeting of the City Council of Celina, Texas, on this the _____ day of _____, 2017.

_____
Mayor
City of Celina, TX

ATTEST:

_____
City Secretary
STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF CELINA §

Attachment: Oncor - Deny - City of Celina (1978 : Oncor Rate Change)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robyn Miga, Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Light Farms Grange 4A Construction Plat

Action Requested:
Consider and act upon a Construction Plat for Light Farms Grange 4A, being approximately 15.73 acres situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, comprised of 39 residential lots, and three (3) open space areas. The property is located west of Light Farms Way, east of Dallas Parkway, south of County Road 51, and north of Frontier Parkway. (Light Farms Grange 4A Construction Plat) (Liebman)

Background Information:
Staff has reviewed the proposed Construction Plat for Light Farms Grange 4A, and has determined it meets all requirements.

Board Review/Citizen Input:
Planning & Zoning Commission unanimously recommended approval at the March 21, 2017 meeting.

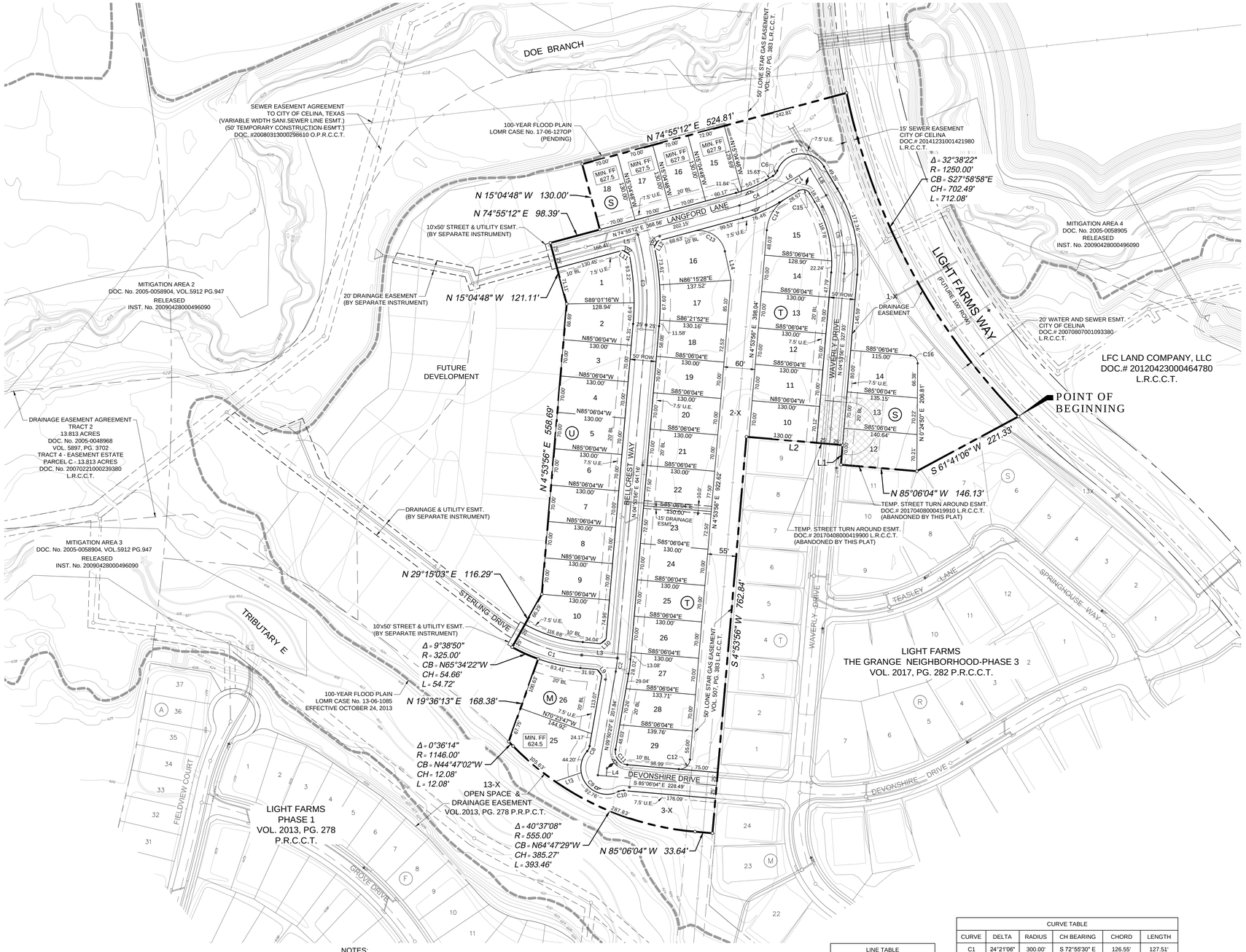
Alternatives:
N/A

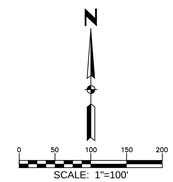
Financial Considerations:
N/A

Legal Review:
N/A

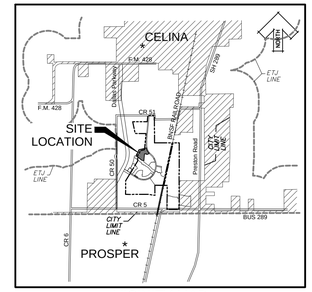
Supporting Documents:
Plat Exhibit

Staff Recommendation:
Staff recommends approval as presented.





BASIS OF BEARINGS:
THE BEARINGS SHOWN ARE BASED ON N.A.D. 1983, TIED TO TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL TEXAS ZONE (4202).



VICINITY MAP

NOTE:

COMMON AREA LOTS 1-X IS DESIGNATED FOR DRAINAGE EASEMENT.

LEGEND

IRF	IRON ROD FOUND
IRF (HZ)	5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HUITT-ZOLLARS"
IRS	5/8" IRON ROD SET W/ "HUITT-ZOLLARS" CAP
MIN. F.F.	MINIMUM FINISH FLOOR
WME	WALL MAINTENANCE EASEMENT
UE	UTILITY EASEMENT
B.L.	BUILDING LINE
	DENOTES STREET NAME CHANGE
L.R.C.C.T.	LAND RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
	ESMT. ABANDONED BY THIS PLAT

LOT SUMMARY:

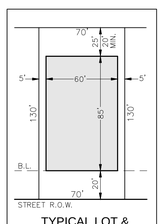
BLOCK S		
LOT	SQ FT	ACRES
12	10,037	0.23
13	9,652	0.22
14	10,520	0.24
15	9,359	0.21
16	9,100	0.21
17	9,100	0.21
18	9,100	0.21

BLOCK T		
LOT	SQ FT	ACRES
10	9,108	0.21
11	9,100	0.21
12	9,100	0.21
13	9,100	0.21
14	9,092	0.21
15	12,684	0.29
16	12,073	0.28
17	10,123	0.23
18	9,243	0.21
19	9,100	0.21
20	9,100	0.21
21	9,100	0.21
22	10,075	0.23
23	9,425	0.22
24	9,100	0.21
25	9,100	0.21
26	9,100	0.21
27	9,182	0.21
28	9,571	0.22
29	10,476	0.24

BLOCK U		
LOT	SQ FT	ACRES
1	11,811	0.27
2	9,776	0.22
3	9,100	0.21
4	9,100	0.21
5	9,100	0.21
6	9,100	0.21
7	9,100	0.21
8	9,100	0.21
9	9,100	0.21
10	11,569	0.27

BLOCK M		
LOT	SQ FT	ACRES
25	13,514	0.31
26	14,649	0.34

COMMON AREA		
LOT	SQ FT	ACRES
3-X	14,715	0.34
1-X	95,650	2.20
2-X	63,837	1.47



TYPICAL LOT & SETBACK LINE DETAIL (70' WIDE LOT)

NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. THE OWNERSHIP, CARE AND MAINTENANCE OF ALL COMMON AREA LOTS 1-X, 2-X, & 3-X, IS THE RESPONSIBILITY OF THE H.O.A.

3. FOR LOTS 40', 50', OR 60' WIDE WITH J-DRIVE, FRONT YARD SETBACK MAY BE REDUCED BY FIVE (5) FEET.

4. ALL LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION USING A 5/8 INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS" IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET REBAR, AN X CUT OR P.K. NAIL WILL BE UTILIZED. THE CENTERLINE OF THE STREET RIGHT-OF-WAY WILL BE MONUMENTED WITH A SCRIBED "X" IN CONCRETE AT P.C.'S, P.T.'S AND INTERSECTION POINTS.

5. THE HOMEOWNER'S ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER SYSTEM AND STORM DRAINAGE SYSTEM ON PRIVATE PROPERTY. HOMEOWNER'S ASSOCIATION SHALL FURTHER HOLD THE CITY OF CELINA HARMLESS FROM ANY DAMAGES TO PERSONS, TO THE OWNER'S LOT OR ANY LOT ARISING FROM SUCH MAINTENANCE RESPONSIBILITY. THE DRAINAGE EASEMENT SHOWN HEREUNDER SHALL NOT CREATE ANY AFFIRMATIVE DUTY TO THE CITY TO REPAIR, MAINTAIN OR CORRECT ANY CONDITION THAT EXISTS OR OCCURS DUE TO THE NATURAL FLOW OF STORM WATER RUNOFF, INCLUDING BUT NOT LIMITED TO , STORM WATER OVERFLOW, EROSION AND SLOUGHING, LOSS OF VEGETATION AND TREES, SUBSIDENCE, AND INTERFERENCE WITH STRUCTURES. THE CITY RETAINS THE RIGHT TO ENTER UPON THESE EASEMENTS FOR PUBLIC PURPOSES.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 04°53'54" E	37.79'
L2	N 85°06'04" W	185.00'
L3	S 85°06'04" E	68.94'
L4	N 04°53'56" E	15.00'
L5	N 15°04'48" W	3.96'
L6	N 58°59'20" E	83.93'
L7	S 31°00'40" E	10.00'
L8	N 31°00'40" W	59.25'
L9	S 37°37'52" E	14.69'
L10	S 49°53'56" W	14.00'
L11	S 57°47'59" E	14.59'
L12	N 31°51'29" E	13.51'
L13	S 71°12'39" W	52.69'
L14	S 12°04'45" E	56.67'

CURVE TABLE					
CURVE	DELTA	RADIUS	CH BEARING	CHORD	LENGTH
C1	24°21'06"	300.00'	S 72°55'30" E	126.55'	127.51'
C2	4°56'23"	300.00'	N 7°22'08" E	25.86'	25.86'
C3	19°58'45"	500.00'	N 5°05'26" W	173.47'	174.35'
C4	15°55'52"	250.00'	N 66°57'16" E	69.29'	69.51'
C5	35°54'36"	250.00'	N 13°03'22" W	154.14'	156.69'
C6	38°12'48"	20.00'	N 39°52'56" E	13.09'	13.34'
C7	64°06'24"	50.00'	N 52°49'44" E	53.07'	55.94'
C8	31°00'10"	20.00'	N 25°20'25" E	10.69'	10.82'
C9	156°56'43"	50.00'	S 37°37'52" E	97.98'	136.96'
C10	31°00'10"	20.00'	S 79°23'51" W	10.69'	10.82'
C11	94°56'23"	25.00'	N 37°37'52" W	36.85'	41.43'
C12	90°00'00"	20.00'	N 49°53'56" E	28.28'	31.42'
C13	93°00'03"	50.00'	S 58°34'47" E	72.54'	81.16'
C14	54°05'27"	80.00'	N 31°56'38" E	72.75'	75.52'
C15	90°00'00"	15.50'	S 76°00'40" E	21.92'	24.35'
C16	85°30'54"	15.00'	N 42°20'41" W	20.37'	22.39'

CONSTRUCTION PLAT

LIGHT FARMS

THE GRANGE NEIGHBORHOOD - PHASE 4

39 RESIDENTIAL LOTS, & 3 OPEN SPACES
TOTALING 15.73 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS

GUARANTOR

LFC DEVCO GRANGE IV, LLC.

8401 North Central Expressway, Suite 350, Dallas, TX 75225
Phone 214-292-3410 Fax 214-292-3411

PREPARED BY:

HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 871-3311 Fax (214) 871-0757

MARCH, 2017 SHEET 1 OF 2

COUNTY RECORDING INFORMATION

CAD FILE PATH: \\ghq\0139905\013905-43_GRANGE 4\dwg\GRANGE 4_PHASE 4_REVISED\GRANGE 4_CONST PLAT.dwg

DWG: I:\grng\013905\013905-43_GRANGE 4\dwg\GRANGE PHASE 4_REVISED\GRANGE 4_CONST PLAT.dwg USER: nam
DATE: Mar 15, 2017 2:23pm XREFS: lfg4-EXISTING lfg4-xsecom LF-MASTER-UTI GRANGE 4_PLAT BORDER GRANGE 4_BASE

PROJECT NUMBER: R01-3905-64

OWNERS CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, LFC DEVCO GRANGE IV, LLC is the owner of a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a tract of land described in instrument to LFC Land Company, LLC as recorded under Document Number 20120423000464780 of the Official Property Records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the north corner of Lot 13X, Block S of Light Farms, The Grange Neighborhood - Phase 3, an addition to Collin County as recorded in Volume 2017, Page 282 of the Plat Records, Collin County, Texas;

THENCE along the northerly line of said Light Farms, The Grange Neighborhood - Phase 3 the following;

South 61 degrees 41 minutes 06 seconds West a distance of 221.33 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 85 degrees 06 minutes 04 seconds West a distance of 146.13 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 4 degrees 53 minutes 56 seconds East a distance of 37.79 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 85 degrees 06 minutes 04 seconds West a distance of 185.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northwest corner of said Phase 3;

THENCE South 4 degrees 53 minutes 56 seconds West along the westerly line of said Phase 3 a distance of 762.84 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the northerly line of Light Farms Phase One, an addition to Collin County as recorded in Volume 2013, Page 278 of the Plat Records, Collin County, Texas;

THENCE along the northerly line of said Light Farms Phase One the following;

North 85 degrees 06 minutes 04 seconds West a distance of 33.64 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a delta angle of 40 degrees 37 minutes 08 seconds, a radius of 555.00 feet and being subtended by a chord which bears North 64 degrees 47 minutes 29 seconds West a distance of 385.27 feet;

Along said curve to the right an arc length of 393.46 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the point of reverse curvature of curve to the left having a delta angle of 0 degrees 36 minutes 14 seconds, a radius of 1146.00 feet and being subtended by a chord which bears North 44 degrees 47 minutes 02 seconds West a distance of 12.08 feet;

Along said curve an arc length of 12.08 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE North 19 degrees 36 minutes 13 seconds East a distance of 168.38 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", at the beginning of non-tangent curve to the right having a delta angle of 9 degrees 38 minutes 50 seconds, a radius of 325.00 feet and being subtended by a chord which bears North 65 degrees 34 minutes 22 seconds West a distance of 54.66 feet;

Along said curve an arc length of 54.72 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE North 29 degrees 15 minutes 03 seconds East a distance of 116.29 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 4 degrees 53 minutes 56 seconds East a distance of 558.69 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 15 degrees 04 minutes 48 seconds West a distance of 121.11 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 74 degrees 55 minutes 12 seconds East a distance of 98.39 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 15 degrees 04 minutes 48 seconds West a distance of 130.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 74 degrees 55 minutes 12 seconds East a distance of 524.81 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a delta angle of 32 degrees 38 minutes 22 seconds, a radius of 1250.00 feet and being subtended by a chord which bears South 27 degrees 58 minutes 58 seconds East a distance of 702.49 feet;

THENCE along said curve to the left an arc length of 712.08 feet to the Point of Beginning and containing 15.73 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LFC DEVCO GRANGE IV, LLC, does hereby adopt this plat designating the herein above described property as THE GRANGE NEIGHBORHOOD-PHASE 4, an addition to Collin County, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may by placed on landscape easements, if approved by the City Council of the City of Celina. In addition,utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. Collin County, the City of Celina and public utilities entities shall have the right to remove and keep removed all of parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. Collin County, the City of Celina and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Celina, Texas,

WITNESS, my hand, this the _____ day of ________ , 2017.

By: RJM/CELINA III L.P., Its Manager

By: RJM / CELINA III GP Inc., Its General Partner

____
LFC Devco Grange IV, LLC.

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared ____________________ , 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 purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of ________ , 2017.

____
Notary Public in and for the State of Texas

My Commission Expires On: ______________

CERTIFICATE OF APPROVAL:

WITNESS, my hand, this the _______ day of ____________________ , 2017.

By:

Authorized Signature of COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No. 1

____
Keller Webster, President

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Keller Webster, 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 purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of __________________ , 2017.

Notary Public in and for the State of Texas

My Commission Expires On:

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Eric J. Yahoudy does hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Celina, Texas.

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

Eric J. Yahoudy, Registered Professional Land Surveyor
Texas Registration No. 4862
Huitt-Zollars, Inc.
Firm Registration No. 10025600

Date ______________

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Eric J. Yahoudy, 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 purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of ______________ , 2017.

____
Notary Public in and for the State of Texas

My Commission Expires On: ____________________

PROPERTY LOCATION STATEMENT
This property is located in the extraterritorial jurisdiction of the City of Celina, Collin County, Texas.

Signature of Mayor — Date of approval

ATTEST:

City Secretary — Date

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on the plat.

RECOMMENDED BY: Planning and Zoning Commission, City of Celina, Texas

Signature of Chairperson — Date of Recommendation

APPROVED BY: City Council, City of Celina, Texas

Signature of Mayor — Date of Approval

ATTEST:

City Secretary

CONSTRUCTION PLAT
LIGHT FARMS
THE GRANGE NEIGHBORHOOD - PHASE 4
39 RESIDENTIAL LOTS, & 3 OPEN SPACES
TOTALING 15.73 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS

GUARANTOR
LFC DEVCO GRANGE IV, LLC.
8401 North Central Expressway, Suite 350, Dallas, TX 75225
Phone 214-292-3410 Fax 214-292-3411

PREPARED BY:
HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 871-3311 Fax (214) 871-0757

MARCH, 2017 — SHEET 2 OF 2

COUNTY RECORDING INFORMATION

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DATE: Mar 15, 2017 2:23pm XREFS: lfg4-EXISTING lfg4-excont LF-MASTER-UTI GRANGE 4_PLAT BORDER GRANGE 4_BASE

PROJECT NUMBER: R01-3905-64

Attachment: Construction Plat (2015 : Light Farms Grange 4A Construction Plat)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robyn Miga, Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Creeks of Legacy 2B Final Plat

Action Requested:
Consider and act upon a Final Plat for Creeks of Legacy Phase 2B, being approximately 39.331 acres situated in the F.D. Gary Survey, Abstract No. 361, City of Celina, Collin County, Texas, comprised of 83 residential lots, one (1) non-residential lot, and one (1) Home Owners Association Lot. The property is located north of Frontier Parkway, west of Dallas Parkway, south of Clear Creek Parkway, and east of Doe Branch Boulevard. (Creeks of Legacy 2B Final Plat) (Liebman)

Background Information:
Staff has reviewed the proposed Final Plat for Creeks of Legacy Phase 2B, and has determined it meets all requirements.

Board Review/Citizen Input:
Planning & Zoning Commission unanimously recommended approval at the March 21, 2017 meeting.

Alternatives:
N/A

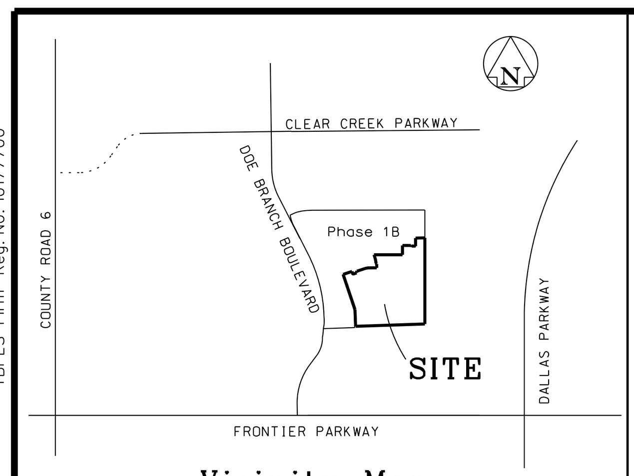
Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Plat Exhibit

Staff Recommendation:
Staff recommends approval as presented.

TBPLS Firm Reg. No. 10177700 Copyright © 2017 Peloton Land Solutions, Inc.
12:52:51 PM 3/17/2017 Default J:\Job\LNR13001_Frontier-Celina\Sur\LNR13001_PA2.dgn



Vicinity Map
N.T.S.

NOTES

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE OR SHE OR THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AS SHOWN HEREON, A HARD SURFACE IN ACCORDANCE WITH THE CITY OF CELINA'S PAVING STANDARDS FOR FIRE LANE, AND THAT HE OR SHE OR THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREEAND CLEAR OF ANY STRUCTURES, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS OR OTHER IMPEDIMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS. THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE OWNER, AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATE SIGNS IN CONSPICUOUS PLACES ALONG SUCH FIRE LANES, STATING "FIRE LANE, NO PARKING." THE LOCAL LAW ENFORCEMENT AGENCY(S) IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LANES, AND TO CAUSE SUCH FIRE LANES AND UTILITY EASEMENTS TO BE MAINTAINED FREE AND UNOBSTRUCTED AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.

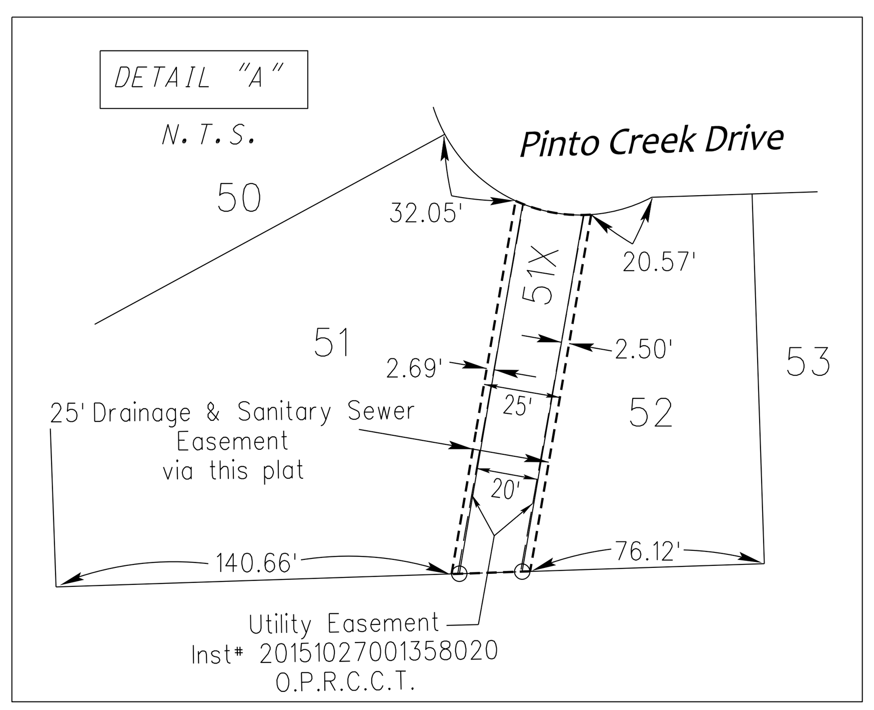
3. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF CELINA, ITS AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.

4. THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS FOR MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VAM EASEMENT. SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, THEN IS SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS. NO BUILDING, FENCE, SHRUB, TREE OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT BUT NOT THE OBLIGATION TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VAM EASEMENT AND TO REMOVE ANY OBSTRUCTION THEREON. THE CITY, ITS SUCCESSORS, ASSIGNS, OR AGENTS SHALL HAVE THE RIGHT AND PRIVILEGE AT ALL TIMES TO ENTER UPON THE VAM EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN.

5. THE HOMEOWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER DETENTION SYSTEM AND STORM DRAINAGE SYSTEM IN COMMON AREA LOT 51X. THE HOMEOWNERS ASSOCIATION SHALL FURTHER HOLD THE CITY OF CELINA HARMLESS FROM ANY DAMAGES TO PERSONS, TO THE OWNERS LOT OR ANY LOT ARISING FROM SUCH MAINTENANCE RESPONSIBILITY. THE DETENTION EASEMENT SHOWN HEREUNDER SHALL NOT CREATE ANY AFFIRMATIVE DUTY TO THE CITY TO REPAIR, MAINTAIN, OR CORRECT ANY CONDITION THAT EXISTS OR OCCURS DUE TO THE NATURAL FLOW OF STORM WATER RUNOFF INCLUDING BUT NOT LIMITED TO, STORM WATER OVERFLOW, BANK EROSION AND SLOUGHING, LOSS OF VEGETATION AND TREES, BANK SUBSIDENCE AND INTERFERENCE WITH STRUCTURES, THE CITY RETAINS THE RIGHT TO ENTER UPON THESE EASEMENTS FOR PUBLIC PURPOSES.

6. ALL CORNERS SET ARE 5/8 INCH IRON RODS WITH PLASTIC CAPS STAMPED "PELOTON" UNLESS OTHERWISE NOTED

7. HOA SHALL OWN AND MAINTAIN ALL OPEN SPACE LOTS.

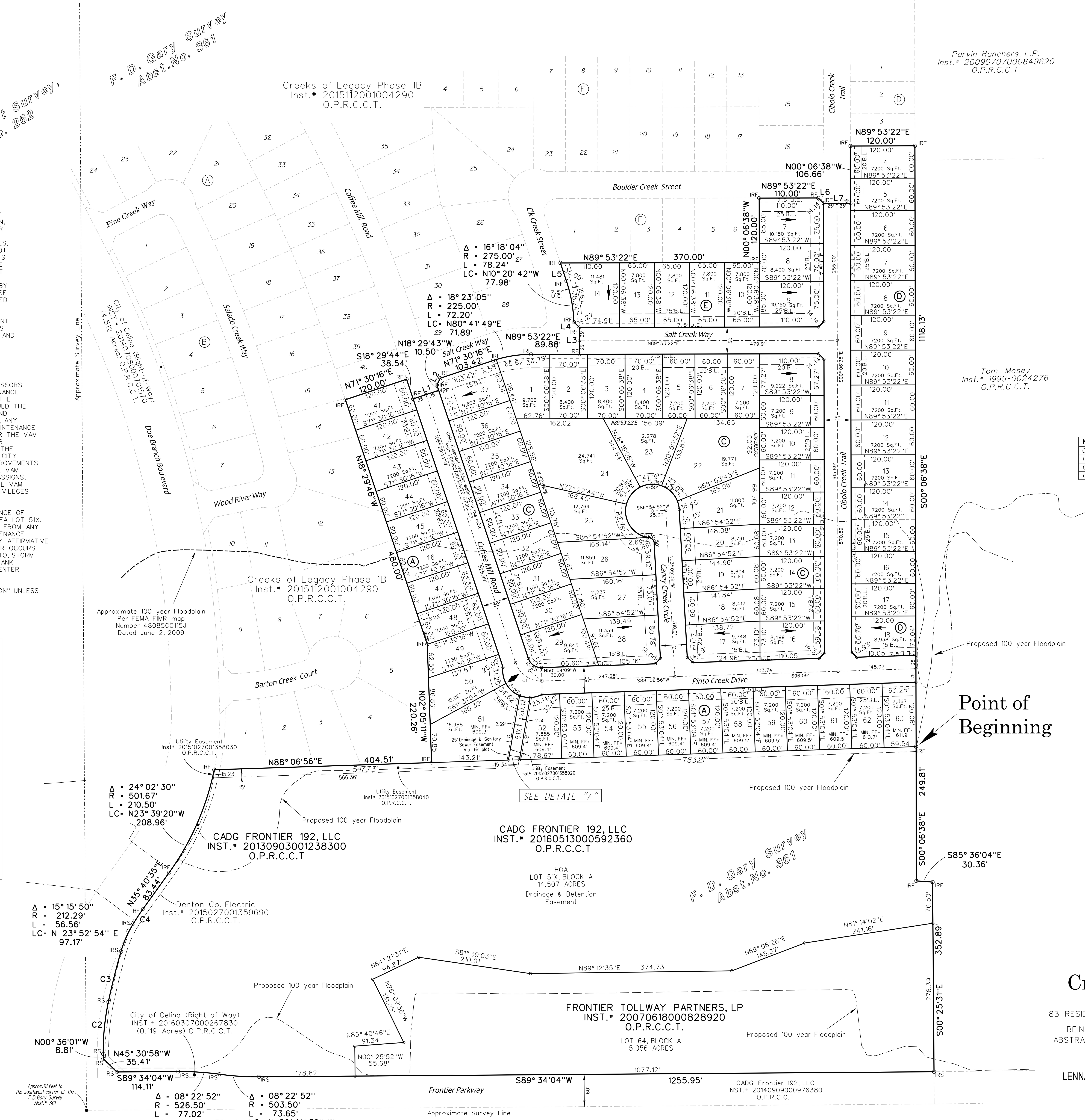


Owners

LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION, LTD
1707 MARKET PLACE BLVD. SUITE 250
IRVING, TEXAS 75063
469-587-5500

CADG FRONTIER 192, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

FRONTIER TOLLWAY PARTNERS, LP
17480 DALLAS PARKWAY
SUITE 200
DALLAS, TEXAS 75248



0 100 200 300
GRAPHIC SCALE IN FEET

LEGEND

IRF = IRON ROD FOUND
IRS = IRON ROD SET
B.L. = BUILDING LINE
U.E. = UTILITY EASEMENT
SQ.FT. = SQUARE FEET
◆ = STREET NAME CHANGE
→ = HOME ORIENTATION

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 71°30′ 16″ E	50.00′
L2	N 26°30′ 15″ E	14.14′
L3	N 00°06′ 38″ W	50.00′
L4	N 45°37′ 38″ W	14.27′
L5	N 18°29′ 44′ W	35.05′
L6	S 45°06′ 38″ E	14.14′
L7	N 89°53′ 22″ E	50.00′
L8	S 09°44′ 51″ W	121.73′
L9	S 09°44′ 51″ W	117.41′

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	90°00' 10"	50.00'	78.54'	N 72°08' 38" W	70.71'
C2	12°37' 19"	442.30'	97.44'	N 05°37' 05" E	97.24'
C3	04°19' 13"	1289.00'	97.20'	N 14°05' 22" E	97.17'
C4	04°07' 08"	453.30'	32.59'	N 33°37' 01" E	32.58'

THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF CELINA, COLLIN COUNTY, TEXAS

APPROVED FOR PREPARATION OF FINAL PLAT FOLLOWING CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS (OR APPROPRIATE SURETIES THEREOF) NECESSARY FOR THE SUBDIVISION SHOWN ON THIS PLAT.

RECOMMENDED BY: PLANNING AND ZONING COMMISSION
CITY OF CELINA, TEXAS

SIGNATURE OF CHAIRPERSON ______ DATE OF RECOMMENDATION ______

APPROVED BY: CITY COUNCIL
CITY OF CELINA, TEXAS

SIGNATURE OF MAYOR ______ DATE OF APPROVAL ______

ATTEST:

CITY SECRETARY ______ DATE ______

LOT SUMMARY
Residential Lots = 83
Non-Residential Lot = 1
HOA Lot = 1
Total Lots = 85

A Final Plat of
Creeks of Legacy Phase 2B

CONTAINING
83 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOT AND 1 HOA LOT

BEING 39.331 ACRES SITUATED IN THE F.D. GARY SURVEY,
ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS
OCTOBER 2016

DEVELOPER
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION COMPANY
1707 MARKET PLACE BLVD., SUITE 250 IRVING, TEXAS 75063
PHONE: 469-587-5500

PREPARED BY:
PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY, STE. 250 FORT WORTH, TEXAS 76177
PHONE: 817-562-3350

Case No.______

		Revisions:
Job #:	LNR13001	3rd Rnd City Comments Addressed 9.28.2016 -Wb
Drawn By:	W.Blades	3.13.2017 -prep for P&Z
Checked By:	T.Bridges	
Date:	12.21.2015	

A Final Plat of
CONTAINING
83 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOT AND 1 HOA LOT
Creeks of Legacy Phase 2B
BEING 39.331 ACRES SITUATED IN THE F.D. GARY SURVEY,
ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON
LAND SOLUTIONS
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

SHEET 1 OF 2 SHEETS

Attachment: plat exhibit (1984 : Creeks of Legacy 2B Final Plat)

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LEGAL DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE F.D. GARY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO LENNAR HOMES OF TEXAS LAND CONSTRUCTION, LTD. RECORDED IN INSTRUMENT NUMBER 20140911000984990, A PORTION OF THOSE TRACTS OF LAND DESCRIBED BY DEED TO CADG FRONTIER 192, LLC, RECORDED IN INSTRUMENT NUMBER 20130903001238300, AND 20160513000592360, AND ALL OF FRONTIER TOLLWAY PARTNERS, LP, RECORDED IN INSTRUMENT NUMBER 20070618000828920, BOTH OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A INCH IRON ROD WITH PLASTIC CAP STAMPED 'PELOTON" FOUND AT THE SOUTHEAST CORNER OF SAID LENNAR HOMES OF TEXAS, BEING THE NORTHEAST CORNER OF SAID FRONTIER TOLLWAY PARTNERS, TRACT, BEING IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO TOM MOSEY, RECORDED IN INSTRUMENT NUMBER 1999-0024276, BOTH OF SAID COLLIN COUNTY RECORDS;

THENCE WITH THE COMMON WEST LINE OF SAID TOM MOSEY TRACT, AND THE EAST LINE OF SAID FRONTIER TOLLWAY PARTNERS TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

S 00° 06'38"E, 249.81 FEET, TO A INCH IRON ROD FOUND;

S 85° 36'04"E, 30.36 FEET, TO A INCH IRON ROD FOUND;

S 00° 25'31"E, 352.89 FEET, TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE SOUTHEAST CORNER OF SAID FRONTIER TOLLWAY PARTNERS TRACT, BEING IN THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO CADG FRONTIER 192, LLC., RECORDED IN INSTRUMENT NUMBER 20140909000976380, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE S 89° 34'04"W, 1255.95 FEET, WITH SAID NORTH LINE TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED THE CITY OF CELINA, RECORDED IN INSTRUMENT NUMBER 20160307000267830, SAID COUNTY RECORDS, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH THE NORTH LINE OF SAID CITY OF CELINA TRACT AND SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 73.65 FEET, THROUGH A CENTRAL ANGLE OF 08° 22'52", HAVING A RADIUS OF 503.50 FEET, THE LONG CHORD WHICH BEARS N 86° 14'30"W, 73.59 FEET, TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE CONTINUING WITH SAID NORTH LINE AND SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 77.02 FEET, THROUGH A CENTRAL ANGLE OF 08° 22'52", HAVING A RADIUS OF 526.50 FEET, THE LONG CHORD WHICH BEARS N 86° 14'30"W, 76.95 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 89° 34'04"W, 114.11 FEET, WITH SAID NORTH LINE TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 45° 30'58"W, 35.41 FEET, WITH SAID NORTH LINE TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, IN THE EAST LINE OF SAID CITY OF CELINA TRACT;

THENCE N 00° 36'01"W, 8.81 FEET, WITH SAID EAST LINE TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH THE EAST LINE OF SAID CITY OF CELINA TRACT THE FOLLOWING BEARINGS AND DISTANCES:

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 97.44 FEET, THROUGH A CENTRAL ANGLE OF 12° 37'19", HAVING A RADIUS OF 442.30 FEET, THE LONG CHORD WHICH BEARS N 05° 37'05"E, 97.24 FEET, TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 97.20 FEET, THROUGH A CENTRAL ANGLE OF 04° 19'13", HAVING A RADIUS OF 1289.00 FEET, THE LONG CHORD WHICH BEARS N 14° 05'22"E, 97.17 FEET, TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 56.56 FEET, THROUGH A CENTRAL ANGLE OF 15° 15'50", HAVING A RADIUS OF 212.29 FEET, THE LONG CHORD WHICH BEARS N 23° 52'54"E, 56.39 FEET, TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 32.59 FEET, THROUGH A CENTRAL ANGLE OF 04° 07'08", HAVING A RADIUS OF 453.30 FEET, THE LONG CHORD WHICH BEARS N 33° 37'01"E, 32.58 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND, AT THE NORTHERN MOST CORNER OF THE AFOREMENTIONED CITY OF CELINA TRACT, BEING IN THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO THE CITY OF CELINA, RECORDED IN INSTRUMENT NUMBER 20140708000701570;

THENCE N 35° 40'35"E, 83.44 FEET, WITH THE EAST LINE OF SAID CITY OF CELINA TRACT, TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND, AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 210.50 FEET, THROUGH A CENTRAL ANGLE OF 24° 02'30", HAVING A RADIUS OF 501.67 FEET, THE LONG CHORD WHICH BEARS N 23° 39'20"E, 208.96 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND, AT THE SOUTHWEST CORNER OF CREEKS OF LEGACY, PHASE 1B, AN ADDITION TO THE CITY OF CELINA, RECORDED IN INSTRUMENT NUMBER 2015112001004290, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE N 88° 06'56"E, 404.51 FEET, WITH THE SOUTH LINE OF SAID CREEKS OF LEGACY PHASE 1B ADDITION;

THENCE N 02° 05'11"W, 220.26 FEET DEPARTING SAID SOUTH LINE, WITH THE EAST LINE OF SAID CREEKS OF LEGACY PHASE 1B;

THENCE CONTINUING WITH SAID EAST LINE THE FOLLOWING BEARINGS AND DISTANCES:

N 18° 29'46"W, 480.00 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 71° 30'16"E, 120.00 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 18° 29'44"E, 38.54 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 71° 30'16"E, 50.00 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 18° 29'43"W, 10.50 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 26° 30'15"E, 14.14 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 71° 30'16"E, 103.42 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED 'PELOTON" FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 72.20 FEET, THROUGH A CENTRAL ANGLE OF 18° 23'05", HAVING A RADIUS OF 225.00 FEET, THE LONG CHORD WHICH BEARS N 80° 41'49"E, 71.89 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 89° 53'22"E, 89.88 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 00° 06'38"W, 50.00 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 45° 37'38"W, 14.27 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 78.24 FEET, THROUGH A CENTRAL ANGLE OF 16° 18'04", HAVING A RADIUS OF 275.00 FEET, THE LONG CHORD WHICH BEARS N 10° 20'42"W, 77.98 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 18° 29'44"W, 35.05 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 89° 53'22"E, 370.00 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 00° 06'38"W, 120.00 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 89° 53'22"E, 110.00 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 45° 06'38"E, 14.14 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 89° 53'22"E, 50.00 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 00° 06'38"W, 106.66 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 89° 53'22"E, 120.00 FEET TO A INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE EAST LINE OF THE AFOREMENTIONED LENNAR HOMES OF TEXAS TRACT;

THENCE S 00° 06'38"E, 1118.13 FEET WITH SAID EAST LINE TO THE POINT OF BEGINNING AND CONTAINING 1,713,288 SQUARE FEET OR 39.331 ACRES OF LAND MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., CADG FRONTIER 192, LLC., AND FRONTIER TOLLWAY PARTNERS, L.P., ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS CREEKS OF LEGACY PHASE 2B, AN ADDITION TO THE CITY OF CELINA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON. THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED ON LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF CELINA'S USE THEREOF. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS

WITNESS, MY HAND THIS THE ____ DAY OF __________ ,2017.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

BY: ________________________________
AUTHORIZED SIGNATURE OF OWNER

____
PRINTED NAME AND TITLE

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ______________________________, OWNER, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS____ DAY OF _________, 2017.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:_________________

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS

WITNESS, MY HAND THIS THE ____ DAY OF __________ ,2017.

CADG FRONTIER 192, LLC.

BY: ________________________________
AUTHORIZED SIGNATURE OF OWNER

____
PRINTED NAME AND TITLE

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ______________________________, OWNER, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS____ DAY OF _________, 2017.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:_________________

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CELINA, TEXAS

WITNESS, MY HAND THIS THE ____ DAY OF __________ ,2017.

FRONTIER TOLLWAY PARTNERS, L.P.

BY: ________________________________
AUTHORIZED SIGNATURE OF OWNER

____
PRINTED NAME AND TITLE

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ______________________________, OWNER, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS____ DAY OF _________, 2017.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:_________________

EXISTING CREEKS OF LEGACY LOTS

PHASE	LOT TYPE 1 (50') (MAX 60.0%)	LOT TYPE 2 (60') (MIN 30.0%)	LOT TYPE 3 (70') (MIN 12.0%)	TOTAL
PHASE 1A	124	8	80	212
PHASE 1B		84	31	115
PHASE 1C		52	39	91
MODEL HOME PARK	2	3	4	9
TOTAL	126	147	154	427
PERCENTAGE	29.5%	34.4%	36.1%	100.0%

PROPOSED CREEKS OF LEGACY LOTS

PHASE	LOT TYPE 1 (50') (MAX 60.0%)	LOT TYPE 2 (60') (MIN 30.0%)	LOT TYPE 3 (70') (MIN 12.0%)	TOTAL
EXISTING PHASES	126	147	154	427
WEST PHASE 1	114	71		185
PHASE 2A	16	49		65
PHASE 2B		83		83
PHASE 2C		34	32	66
WEST PHASE 2	146	68		214
TOTAL	402	451	187	1040
PERCENTAGE	38.7%	43.5%	17.9%	100.0%

KNOW ALL MEN BY THESE PRESENTS:
THAT I, XXXX X XXXXXX DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF CELINA.

____
SIGNATURE OF THE REGISTERED PROFESSIONAL

TEXAS REGISTRATION NO. XXXX

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED XXXX X XXXXXXX, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY AND SEAL OF OFFICE, THIS____ DAY OF _________, 2017.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

____
MY COMMISSION EXPIRES ON:

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 3/17/2017

Owners

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD
1707 MARKET PLACE BLVD. SUITE 250
IRVING, TEXAS 75063
469-587-5500

CADG FRONTIER 192, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TEXAS 75234
469-892-7200

FRONTIER TOLLWAY PARTNERS, LP
17480 DALLAS PARKWAY
SUITE 200
DALLAS, TEXAS 75248

A Final Plat of
Creeks of Legacy Phase 2B

CONTAINING
83 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOT AND 1 HOA LOT

BEING 39.331 ACRES SITUATED IN THE F.D. GARY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS
OCTOBER 2016

DEVELOPER
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION COMPANY
1707 MARKET PLACE BLVD., SUITE 250 IRVING, TEXAS 75063
PHONE: 469-587-5500

PREPARED BY:
PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY, STE. 250 FORT WORTH, TEXAS 76177
PHONE: 817-562-3350

Job #:	LNR13001
Drawn By:	W.Blades
Checked By:	T.Bridges
Date:	12.21.2015

Revisions:
8.10.2016 - city comments addressed
3rd Rnd City Comments Addressed 9.28.2016 -Wb

A Final Plat of
CONTAINING
83 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOT AND 1 HOA LOT
Creeks of Legacy Phase 2B
BEING 39.331 ACRES SITUATED IN THE F.D. GARY SURVEY, ABSTRACT NUMBER 361, CITY OF CELINA, COLLIN COUNTY, TEXAS

PELOTON LAND SOLUTIONS
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

SHEET 2 OF 2 SHEETS

Attachment: plat exhibit (1984 : Creeks of Legacy 2B Final Plat)

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: April 11, 2017
Re: SE Sector Water - Change Order #7

Action Requested:
Consider and act upon a contractor change order with Wilson Contractor Services, LLC. in the maximum amount of $37,050, for Construction Services for the Southeast Sector Water Line. (Johnson)

Background Information:
Change Order to finalize some drainage work that is in 12 Oaks. This CO will extend 30" drainage culverts an additional 430 LF and hydromulch the disturbed areas.

Financial Considerations:
Funds are available via bond sale.

Legal Review:

Supporting Documents:
-Change Order Attached

Staff Recommendation:
Approve

Wilson Contractor Services, LLC
3985 Mingo Rd.
Denton, Texas 76208

940-243-1174 Office
940-898-1175 Fax
www.WilsonContractorServices.com

REQUEST FOR CHANGE ORDER

Owner Information	
Owner Name	**City of Celina**
Address	**142 North Ohio**
Address	**Celina, Texas 75009**
Phone	**(972) 382-2682**

Engineer Information	
Name	**Pacheco Koch**
Address	**8350 N. Central Expressway Suite 1000**
Address	**Dallas, Tx 75206**
P.E. (Attn)	**Mr. Christopher J. Cha, P.E.**
Phone	**(972) 235-3031**
Fax	**(972) 235-9544**
Email	**CCha@PKCE.com**

Job Information	
Job #	**2015-008**
Job Name	**Water Lines W1 & W2 Southeast Sector (W-201411-01)**
Address	**E. Sunset Blvd w of SH289 S on 92 & 87**
Address	**Celina, TX**

RFCO # **30" HDPE, Headwall, & Grated Curb Inlet**

Date **2/1/2017**

Item	Description	Unit	Contract Qty	Unit Item Bid Total	Line Item Total
	Additional Work				
7.1	Furnish and Install 30" HDPE Storm Sewer Pipe	LF	430	$70.00	$30,100.00
7.2	Trench Safety	L.F.	430	$3.00	$1,290.00
7.3	Tree Pruning	L.S.	1	$425.00	$425.00
7.4	Seedbed Prep & Hydromulch Common or Giant Bermuda from Back Fence to End of New Storm Drain Alignment	S.F.	15000	$0.31	$4,650.00
7.5	Additional Stone work to appease Residential owners at the grated inlet	L.S.	1	$585.00	$585.00

C/O Request Total: **$37,050.00**

Prepared By: A.A. Martinez **2/1/2017**

Date

Attachment: Celina 24in Wtr RFCO 7 additional drng work (1985 : SE Sector Water - Wilson CO)

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Alan Fourmentin, Director of Public Works
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Pump Station Improvement Professional Services

Action Requested:
Consider and act to authorize the City Manager to execute Work Order #9 between the City of Celina and Garver, LLC in the amount of $1,212,365 for professional services relating to Celina Road and Downtown Pump Station improvements. (Fourmentin)

Background Information:
The ongoing water modeling project (Work Order #2) documented an immediate need for expansion of the pumping capacity at both the Celina Road Pump Station and the Downtown Pump Station. These expansions are needed to provide the projected capacity due to planned development. The project will include the design of new pumps, piping and associated appurtenances, along with backup power and SCADA improvements.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
2017 Bond Issuance

Legal Review:
City Attorney has reviewed

Supporting Documents:
Garver Work Order #9

Staff Recommendation:
Approve

WORK ORDER NO. 9
City of Celina
Celina, Texas
Project No. 17088075

This WORK ORDER is made by and between the **City of Celina** of **Celina, Texas,** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on November 10, 2015.

Under this Work Order, the Owner intends to make the following improvements for the **Celina Pump Stations Improvements.**

The ongoing water modeling project (Work Order #2) documented an immediate need for expansion of the pumping capacity at both the Celina Road Pump Station and the Downtown Pump Station. These expansions are needed to provide the projected capacity due to planned development. The project will include the design of new pumps, piping and associated appurtenances, along with backup power and SCADA improvements.

SECTION 1 - SCOPE OF SERVICES

Task 1.0 Surveys

1.1 Topographic Surveys

GARVER will provide field survey data for designing the project, and this survey will be tied to the Owner's control network.

GARVER will conduct field surveys at the existing pump station sites, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. GARVER will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owner and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. The survey at Celina Road Pump Station will include all facilities within the security-fenced area. The survey at the Downtown Pump Station will include the area within the security-fenced area, from the driveway west to the security fence and from the operations building north to the security fence. GARVER will establish control points for use during construction.

1.2 Data Acquisition

GARVER will obtain a high definition color point cloud for all visible internal surface features within the pump station structures. Robotic Total stations and a Leica C-10 scanner with camera kit will be used to collect the data. This will be computed into a 3D model of existing pump station structures. The exterior of the pump station and site will not be scanned.

1.3 Boundary Survey

GARVER will research vesting deeds and existing easements that may affect the project site. These findings will be used to prepare the boundary survey for each site. The survey will locate

Attachment: Garver Work Order #9 (1992 : Pump Station Improvements)

and tie existing right-of-way, property lines and easements, including type, size, volume and page, where applicable.

Task 2.0 Preliminary Design

The Celina Road Pump Station site currently consists of a 1 MGD ground storage tank, chloramine booster facility, and pump station building containing three existing pumps with three spare slots for future pumps. Backup power currently exists at the site, and the pumps are tied into an existing SCADA system.

The Downtown Pump Station site currently consists of a 75,000 gallon elevated storage tank, 0.15 MG ground storage tank, groundwater well, and pump station with chloramine chemical feed. Backup power currently exists at the site, and the pumps are tied into an existing SCADA system.

The preliminary design will provide a 30% set of drawings, along with an opinion of probable construction cost, for the design of: upgrading the pump capacity through the addition of four new pumps, addition of backup power, and addition of chemical feed upgrades.

2.1 Project Kickoff

The project kickoff meeting will be held at the Owner's location with up to two GARVER staff. GARVER will discuss the project schedule, survey deliverable, and detail the project scope.

2.2 Pump and Piping Design

The existing Celina Road Pump Station contains three existing pumps, and space for three future pumps. The ongoing water modeling project has identified the immediate need for four new pumps (one pump will replace an existing pump). Preliminary sizing indicates that each pump should be sized to provide 3,800 gpm each at 240 feet of head.

The existing Downtown Pump Station contains four existing pumps. The ongoing water modeling project has identified the immediate need for three new pumps to provide 3,200 gpm each at 140 feet of head. New draw and fill lines for the existing ground storage tank, as well as a new automatic level control valve and demolition of the site's existing clearwell, will be included in the project.

The pump and piping design will be confirmed through hydraulic modeling of the Owner's existing WaterGEMS model, as well as vendor coordination for the selected pump style. The yard piping and intake/discharge header will be sized to provide the desired design conditions. Variable frequency drives will be evaluated for the new pumps, and associated electrical improvements will also be evaluated. The preliminary design will also confirm that the existing footprint within the building can be utilized at each pump station.

2.3 Backup Power and SCADA Design

Following preliminary design of the pumps, the existing backup power and SCADA system will be evaluated to confirm the additional capacity needed for the new pumps. Design considerations for an automatic transfer switch and generator at each location will be incorporated.

SCADA integration will include process and instrumentation diagrams (P&IDs), which document

Attachment: Garver Work Order #9 (1992 : Pump Station Improvements)

existing and desired level of monitoring and control, as well as a SCADA infrastructure map for the facilities.

2.4 Chemical Feed Design

The Owner currently feeds gaseous chlorine through chlorinators and an automatic switchover system at the Celina Road facility. Liquid ammonium sulfate (LAS) is blended with gaseous chlorine at the Downtown Pump Station in order to provide chloramines for the existing well water, as well as to boost the chloramine disinfectant level for water delivered to the high pressure plane. The feed rate at both locations is adjusted manually by operators.

Additional manifold improvements are necessary in order to provide a flow-paced system, as well as to increase the chemical feed capacity. Therefore, expansion of the existing chemical feed system and storage at both facilities will be evaluated in the preliminary design. The design will assume the use of gaseous chlorine and LAS will continue. No other chemicals will be evaluated during this phase.

If structural improvements or building expansion is needed to accommodate the identified chemical feed improvements, the design of additional structural facilities will be considered Extra Work.

2.5 Preliminary Design Workshop

Upon submission of the preliminary design drawings, GARVER will host a workshop at the Owner's location with up to two GARVER staff. Major items of discussion will include:

1. Review and finalize process design criteria and facility sizing.
2. Review and refinement of preliminary P&IDs and preliminary selection of instrumentation.
3. Review and refinement of preliminary electrical one-line drawings.
4. Review and refinement of preliminary SCADA design approach and system architecture.
5. Review and refinement of facility layouts.
6. Review and preliminarily select major equipment items.
7. Review proposed construction sequencing.

2.5.1 Process Control and SCADA Workshop Module

The Process Control and SCADA workshop will be a component module of the Preliminary Design Workshop. The purpose of this module will be to coordinate the Owner's desired method and level of process control and remote operation capabilities.

The Preliminary Design Workshop module will include an overview of the current and proposed SCADA system architecture along with a basis of design for expected improvements. The Owner's IT staff and Water Operations staff may attend as needed.

The module will include a review of the proposed SCADA system components, advanced design concepts, the path forward to completion of the project, and programming services.

2.5.2 Construction Sequencing Review and Plan Module

GARVER will review potential construction sequencing and the overall approach to project implementation to minimize disruption of the existing pump station operations during construction.

Attachment: Garver Work Order #9 (1992 : Pump Station Improvements)

This review will occur at the Preliminary Design Submittal Workshop.

Upon receipt of Owner's comments, GARVER will provide responses and jointly with the Owner develop an agreed-to list of revisions and updates which will be incorporated into the Final Design documents.

2.6 Deliverables

The preliminary design phase will represent approximately 30 percent of final construction contract plans. The preliminary design phase submittal will include a submittal of preliminary plans, preliminary list of specifications, and an opinion of probable construction cost. This submittal will not include complete technical specifications or "front end" contract documents.

The following will be submitted to the Owner, or others as indicated, by the Engineer:

1. Three (3) half size (11"x17") copies and a digital copy in PDF format of the conceptual (30%) plans, a list of anticipated specifications, and opinion of probable construction cost to Owner.

Task 3.0 Final Design

During the final design phase of the project, GARVER will conduct final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. The final design phase is anticipated to have three major submittals: 60%, 90%, and 100%.

3.1 Contract Documents

Based upon the results of the approved preliminary design by the Owner, GARVER will develop the detailed plans and specifications as a part of the Final Design for a single construction contract. GARVER will utilize Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front end documents. The front end documents shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by the Owner to competitively bid the work. Jointly agreed-to requirements of the Owner's standard front end documents will be incorporated in the Supplementary Conditions as necessary. EJCDC's standard General Conditions shall be utilized with edits being provided by the Supplementary Conditions. Multiple design scenarios or bid packages and/or pre-purchased equipment packages are not included as part of the level of effort provided with this Agreement.

3.2 Deliverable Progress Meetings

GARVER will conduct a 60% progress meeting and a 90% progress meeting in Celina with up to two (2) GARVER staff at each meeting. The purpose of the meetings is to deliver the 60% and 90% contract document submittal at the respective meeting, discuss any significant changes to the design and OPCC, and receive Owner comments.

Upon completion of the 60% progress meeting, GARVER will proceed with Final Design. Upon completion of the 90% progress meeting, GARVER will proceed with regulatory review and coordination (described in the following subtask). Owner comments are anticipated within two weeks of each progress meeting.

Following receipt of Owner's 90% review comments and TCEQ approval, GARVER will prepare

Attachment: Garver Work Order #9 (1992 : Pump Station Improvements)

100% deliverable for the Owner to bid the project.

3.3 Regulatory Review and Coordination

This task will consist of the following:

- GARVER will coordinate submittal of the 90% complete documents to TCEQ for regulatory compliance review and comments.
- GARVER will coordinate and develop responses to regulatory review comments as directed by Owner.

3.4 Deliverables

This task will consist of the following deliverables:

- 60% half-size (11”x17”) plans, specifications, and OPCC: Three (3) hard copies to the Owner.
- 90% half-size (11”x17”) plans, specifications, and OPCC: Three (3) hard copies to the Owner and one (1) hard copy to TCEQ.
- Two deliverable progress meetings
- 100% half-size (11”x17”) plans, specifications, and OPCC: Three (3) hard copies to the Owner and one hard copy (11”x17”) to TCEQ (if requested by TCEQ).

Task 4.0 Bidding Services

This task will accomplish the following:

4.1 Bidding Assistance

The bidding period for bidders is anticipated to extend for a 30-day duration. During the bidding period phase of the project, GARVER will:

1. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
2. Post advertisement for bids, construction contract documents, and any associated information to GARVER’s online plan room for download by prospective bidders (at an appropriate cost for handling).
3. Support the contract documents by preparing addenda as appropriate and posting on GARVER’s online plan room.
4. Participate in a pre-bid meeting.
5. Prepare a pre-bid meeting memorandum. Following Owner authorization, post the pre-bid meeting memorandum with attendance record on GARVER’s online plan room.
6. Participate and chair a construction site tour by interested pre-bid meeting attendees and other interested parties.
7. Attend the bid opening.
8. Prepare bid tabulation.
9. Evaluate bids and recommend award.
10. Prepare construction contracts.
11. Prepare conformed documents (one full size set delivered to Owner).

If the bid phase extends beyond the anticipated 30 days, an additional Amendment will be necessary to extend these services.

Attachment: Garver Work Order #9 (1992 : Pump Station Improvements)

Task 5.0 Construction Administration Services

During the construction phase of work, GARVER will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor.
2. Attend one preconstruction meeting.
3. Attend one utilities coordination meeting.
4. Attend six progress/coordination meetings with the Owner/Contractor.
5. Evaluate and respond up to twenty construction material submittals and shop drawings. Additional submittal and shop drawing reviews will be considered Extra Work. Corrections or comments made by GARVER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. GARVER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, GARVER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
6. Issue up to ten instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. If Garver is requested to respond to additional RFIs, it will be considered Extra Work.
7. Review up to seven (7) of the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. GARVER's recommendation for payment shall not be a representation that GARVER has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
8. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.
9. Prepare and furnish record drawings based on contractor redlines.

The proposed fee for Construction Phase Services is based on a 180-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants GARVER to continue the applicable Construction Phase Services, the Owner will pay GARVER an additional fee agreed to by the Owner and GARVER.

SCADA programming and applications engineering services are not included in this Task. If desired by the Owner, the work associated with those services will be considered Special Services.

Attachment: Garver Work Order #9 (1992 : Pump Station Improvements)

Task 6.0 Special Services

Additional professional services may be needed during the project timeline. These special services are anticipated to include, but not limited to applications engineering and SCADA programming during construction. Special services will only be conducted as directed and authorized by the Owner in writing prior to conducting special services work.

SECTION 2 - PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, Tasks 1-5, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract. A breakout of costs associated with each Task is provided in Appendix A.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 – Surveys	$74,710	LUMP SUM
Task 2 – Preliminary Design	$355,890	
Task 3 – Final Design	$424,565	
Task 4 – Bidding Services	$59,280	
Task 5 – Construction Administration Services	$197,920	
SUBTOTAL PROFESSIONAL SERVICES	$1,112,365	
Task 6 - Special Services	$100,000	
TOTAL FEE	$1,212,365	

The lump sum amount to be paid under this agreement is $1,212,365.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2018.

SECTION 3 – ADDITIONAL SERVICES (EXTRA WORK)

For work not described or included in Section 1 – Scope of Services, Additional Services will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

The following services are not included as part of the basic services and will be performed at the request of the Owner and with additional compensation:

Attachment: Garver Work Order #9 (1992 : Pump Station Improvements)

1. Geotechnical investigation.
2. Building expansion of existing chemical storage or feed facilities.
3. Evaluation of alternative chemical feed regimes.
4. Structural expansion of the existing pump stations.
5. Construction staking for survey.
6. Construction observation.
7. Startup and commissioning.
8. Classroom training.
9. Risk Management Plans associated with any increase in chlorine storage.
10. Operations and Maintenance Manual updates.
11. Funding assistance.
12. Easement or property acquisition documents.
13. Pre-qualification services for evaluating contractors to develop a pre-qualified list of eligible contractors prior to bidding the project.
14. Evaluation of alternative chemical feed schemes or alternative chemicals.
15. Water testing.
16. Design of improvements off-site.
17. Design for any new ground storage facilities.
18. Utility relocation coordination or design.
19. Redesign or surveying for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
20. Submittals or deliverables in addition to those listed herein.
21. Invasive or non-invasive structural evaluation techniques beyond visual observation of existing structures at grade and existing record drawings.
22. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
23. Construction materials testing.
24. Environmental Handling and Documentation beyond those previously identified, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
25. Floodplain delineation and coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
26. Extra Meetings.
27. Architectural Review Workshops, for either structures or site improvements.

SECTION 4 – SCHEDULE

The following schedule details the anticipated milestones and delivery dates for each deliverable.

Work Item	Duration from Notice to Proceed
Task 1 – Surveys	60 days
Task 2 – Preliminary Design	120 days
Task 3 – Detailed Design	120 days from acceptance of Preliminary Design
Task 4 – Bidding Services	45 days
Task 5 – Construction Administration Services	180 days from Contractor's Notice to Proceed
Task 6 - Special Services	Concurrent with prior tasks

Attachment: Garver Work Order #9 (1992 : Pump Station Improvements)

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

City of Celina	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Jeff Sober *Printed Name*
Title: _____	Title: Vice President
Date: _____	Date: March 31, 2017
Attest: _____	Attest: _____

Attachment: Garver Work Order #9 (1992 : Pump Station Improvements)

APPENDIX A

CITY OF CELINA
PUMP STATION IMPROVEMENTS WO #9

	FEE SUMMARY	Estimated Fees	
Task	**Professional Services**	**Celina Road**	**Downtown**
1	**Surveys**		
1.1	Topographic Survey	$15,230	$15,480
1.2	Point Cloud and Processing	$21,500	$22,500
	Subtotal for Survey =	**$74,710**	
2	**Preliminary Design**		
2.1	Project Management/Project Kickoff	$42,410	
2.2	Pump and Piping Design	$57,030	$46,660
	Modeling and Alternatives Evaluation	$22,600	$15,070
	Construction Sequencing	$13,220	
	Specifications	$7,730	
	Process Control Descriptions	$18,700	
	Preliminary Cost Estimate	$18,060	
	Quality Control Final Check Review	$19,620	
2.3	Backup Power and SCADA Design	$26,040	$17,360
2.4	Chemical Feed Design	$9,940	$18,450
2.5	Preliminary Design Workshop	$23,000	
	Subtotal for Preliminary Design =	**$355,890**	

Attachment: Garver Work Order #9 (1992 : Pump Station Improvements)

WO #9 Celina Pump Stations Improvements
Appendix A

3	**Final Design**		
3.1	Project Management / Meetings	$47,800	
	Civil	$37,100	
	Process	$46,890	$31,260
	Structural	$19,818	$24,222
	Electrical Instrumentation	$47,358	$31,572
	Building Mechanical	$10,644	$15,966
	Front End/Technical Specifications	$44,275	
	Construction Sequencing	$12,320	
3.2	60% Submittal and Workshop	$13,040	
3.2	90% Submittal and Workshop	$13,880	
3.2	100% Submittal	$22,260	
3.3	TCEQ Coordination	$6,160	
	Subtotal for Final Design =	**$424,565**	
4	**Bidding Services**		
	Bidding Assistance	$34,260	
	Conformed Documents	$25,020	
	Subtotal for Bidding Services =	**$59,280**	
5	**Construction Adminstration**		
	Project Management/Meetings	$37,360	
	Submittals/Pay App/RFIs/Change Orders	$120,280	
	Final Punchlist/Record Drawings	$40,280	
	Subtotal for Construction Administration =	**$197,920**	
6	**Special Services**		
	Special Services as directed by Owner	**$100,000**	
	Subtotal for Special Services =	**$100,000**	
	Survey Only	$74,710	
	Design Only	$780,455	
	Bidding and CA Only	$257,200	
	Total for Lump Sum Services =	**$1,112,365**	
	Special Services =	**$100,000**	
	Total for Professional Services =	**$1,212,365**	

Attachment: Garver Work Order #9 (1992 : Pump Station Improvements)

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Alan Fourmentin, Director of Public Works
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	2017 Street Improvement Project

Action Requested:
Consider and act to authorize the City Manager to execute a contract between the City of Celina and SPI Asphalt Inc. in the amount of $1,306,235.43 for the construction of the 2017 Street Improvement Project. (Fourmentin)

Background Information:
This project consists of rehabilitation and asphalt paving of 83,880 square yards of existing pavement.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
2017 Bond Issuance
Base Bid + Add Alternate #1 = $1,244,033.74
5% Contingency = $62,201.69

Legal Review:
City Attorney has reviewed

Supporting Documents:
Bid Tabulation
Cover Sheet/Vicinity Map
Contract

Staff Recommendation:
Approve

BID TABULATION
R11 - 2017 Street Improvements Celina, TX

BIDS OPENED: March 28, 2017

				Advanced Paving Company 2311 Joe Field Rd. Dallas, TX 75229		Johnson Bros. Corp. 608 Henrietta Creek Rd Roanoke, TX 76262		Oldcastle Pavement Solutions 12801 N. Central Expwy, Suite 460 Dallas, TX 75243		Pavecon P.O. Box 535457 Grand Prarie, TX 75053		SPI Asphalt Inc. 8565 Thompson Rd. Justin, TX 76247		Wopac Construction Inc. 926 Muncy Rd. Gunter, TX 75058	
ITEM	**DESCRIPTION**	**UNIT**	**BID QTY**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**
BASE BID															
1	MOBILIZATION	LS	1.0	$14,000.00	$14,000.00	$52,000.00	$52,000.00	$74,000.00	$74,000.00	$65,915.00	$65,915.00	$10,296.18	$10,296.18	$51,824.32	$51,824.32
2	TEMPORARY TRAFFIC CONTROL	LS	1.0	$10,000.00	$10,000.00	$35,000.00	$35,000.00	$8,000.00	$8,000.00	$9,300.00	$9,300.00	$5,968.80	$5,968.80	$2,500.00	$2,500.00
3	STORM WATER POLLUTION PREVENTION PLAN	LS	1.0	$7,000.00	$7,000.00	$24,000.00	$24,000.00	$13,300.00	$13,300.00	$10,455.00	$10,455.00	$4,476.60	$4,476.60	$6,100.00	$6,100.00
4	FLEX BASE (CMP IN PLC)(TYA GR1-2)(6")	TON	1,260	$45.00	$56,700.00	$18.00	$22,680.00	$45.60	$57,456.00	$36.15	$45,549.00	$44.61	$56,208.60	$28.00	$35,280.00
5	CEMENT TREAT (EXIST MATL) (6")(SLURRY)(RATE = 28 LBS/SY)	SY	53,870	$9.40	$506,378.00	$6.47	$348,538.90	$7.65	$412,105.50	$9.50	$511,765.00	$4.27	$230,024.90	$6.71	$361,467.70
6	PRIME COAT (MC-30 OR AE-P) (0.15 GAL/SY)	GAL	8,090	$3.75	$30,337.50	$5.00	$40,450.00	$2.70	$21,843.00	$2.10	$16,989.00	$3.44	$27,829.60	$3.00	$24,270.00
7	D-GR HMA(SQ) TY-D PG64-22 (2")	SY	67,140	$8.15	$547,191.00	$9.25	$621,045.00	$9.00	$604,260.00	$8.25	$553,905.00	$8.67	$582,103.80	$8.72	$585,460.80
8	REFLECTIVE PAVEMENT MARKING (WHITE)(SOLID)(4")	LF	22,120	$0.60	$13,272.00	$1.00	$22,120.00	$0.80	$17,696.00	$1.00	$22,120.00	$1.64	$36,276.80	$0.45	$9,954.00
9	REFLECTIVE PAVEMENT MARKING (YELLOW)(SOLID)(4")	LF	22,120	$0.60	$13,272.00	$1.00	$22,120.00	$0.80	$17,696.00	$1.00	$22,120.00	$1.64	$36,276.80	$0.45	$9,954.00
10	REFLECTIVE PAVEMENT MARKING (WHITE)(24")	LF	30	$18.00	$540.00	$7.79	$233.70	$13.00	$390.00	$30.00	$900.00	$111.92	$3,357.60	$50.00	$1,500.00
		TOTAL BASE BID			$1,198,690.50		$1,188,187.60		$1,226,746.50		$1,259,018.00		$992,819.68		$1,088,310.82
ADD ALTERNATE #1 (HIGH POINT STREETS)															
1	MOBILIZATION	LS	1.0	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,500.00	$5,500.00	$14,720.00	$14,720.00	$7,162.56	$7,162.56	$13,629.31	$13,629.31
2	TEMPORARY TRAFFIC CONTROL	LS	1.0	$3,000.00	$3,000.00	$8,000.00	$8,000.00	$3,400.00	$3,400.00	$4,200.00	$4,200.00	$2,984.40	$2,984.40	$0.00	$0.00
3	STORM WATER POLLUTION PREVENTION PLAN	LS	1.0	$2,000.00	$2,000.00	$6,000.00	$6,000.00	$5,500.00	$5,500.00	$2,215.00	$2,215.00	$4,476.60	$4,476.60	$4,500.00	$4,500.00
4	FLEX BASE (CMP IN PLC)(TYA GR1-2)(6")	TON	500	$49.00	$24,500.00	$20.00	$10,000.00	$45.60	$22,800.00	$36.15	$18,075.00	$44.61	$22,305.00	$28.00	$14,000.00
5	CEMENT TREAT (EXIST MATL) (6")(SLURRY)(RATE = 28 LBS/SY)	SY	16,740	$9.85	$164,889.00	$5.25	$87,885.00	$7.65	$128,061.00	$9.35	$156,519.00	$4.27	$71,479.80	$6.71	$112,325.40
6	PRIME COAT (MC-30 OR AE-P) (0.15 GAL/SY)	GAL	2,520	$3.75	$9,450.00	$5.01	$12,625.20	$2.70	$6,804.00	$2.10	$5,292.00	$3.72	$9,374.40	$3.00	$7,560.00
7	D-GR HMA(SQ) TY-D PG64-22 (2")	SY	15,390	$8.35	$128,506.50	$9.00	$138,510.00	$9.00	$138,510.00	$8.60	$132,354.00	$8.67	$133,431.30	$8.72	$134,200.80
		TOTAL ADD ALTERNATE #1			$337,345.50		$268,020.20		$310,575.00		$333,375.00		$251,214.06		$286,215.51
		GRAND TOTAL			$1,536,036.00		$1,456,207.80		$1,537,321.50		$1,592,393.00		$1,244,033.74		$1,374,526.33

CITY OF CELINA, TEXAS

2017 STREET IMPROVEMENTS

MARCH 2017

MAYOR
Sean Terry

MAYOR PRO-TEM
Chad Anderson

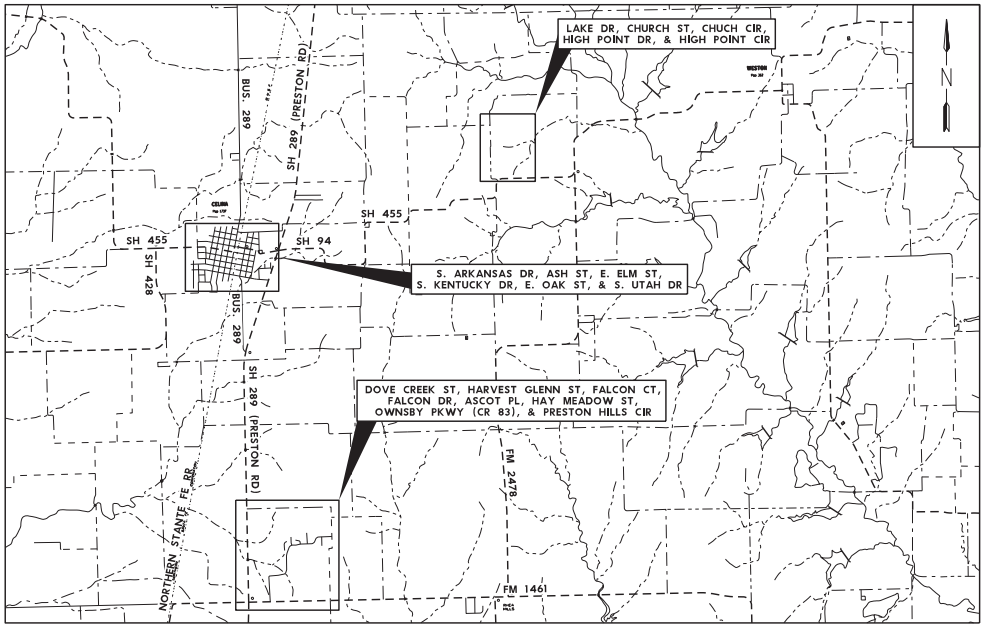
COUNCIL MEMBERS
Bill Webber
Wayne Nabors
Andy Hopkins
Carmen Roberts
Mindy Koehne

CITY MANAGER
Rick Chaffin (Interim)

CITY SECRETARY
Vicki Faulkner

DIRECTOR OF ENGINEERING SERVICES
Gabe Johnson, P.E.

DIRECTOR OF PUBLIC WORKS
Alan Fourmentin



VICINITY MAP

NTS

SHEET INDEX

SHT NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES & TYPICAL SECTION
	DOWNTOWN
3	S. ARKANSAS DR.
4-5	ASH ST.
6	E. ELM ST.
7	S. KENTUCKY DR.
8	E. OAK ST.
9	S. UTAH DR.
	HIGH POINT
10-11	CHURCH ST., CHURCH CIR., HIGH POINT DR. & HIGH POINT CIR.
12	LAKE DR.
	PRESTON HILLS
13-14	PRESTON HILLS CIR.
15	HAY MEADOW ST.
16	HARVEST GLENN ST. & DOVE CREEK ST.
	EAGLE COUNTRY ESTATES
17-18	FALCON CT., FALCON DR. & ASCOT PL.
19-26	OWNSBY PKWY / CR 83

STATE OF TEXAS
R. JAKE BENNETT
107152
LICENSED
PROFESSIONAL ENGINEER

DIGITALLY SIGNED
3/9/2017

Prepared By:

GARVER

TEXAS
REGISTRATION NO.
F-5713

3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
(972) 377-7480

CELINA TEXAS

7.1.b

PROJECT NO. R11 – 2017 STREET IMPROVEMENTS

PROPOSAL, SPECIAL PROVISIONS, CONTRACT AND BOND FORMS FOR:

2017 STREET IMPROVEMENTS

****

CITY OF CELINA

CELINA, TX 75009

March 2017

STATE OF TEXAS
R. JAKE BENNETT
107152
LICENSED
PROFESSIONAL ENGINEER

Digitally Signed
on 3/9/2017

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

CITY OF CELINA

ADVERTISEMENT FOR BIDS

R11 – 2017 STREET
IMPROVEMENTS

Sealed Bids will be received at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas 75009 until 3:00 PM on March 28, 2017, and then publicly opened and read for furnishing of all labor, materials, equipment and performing all work required for the 2017 STREET IMPROVEMENTS.

Plans, specifications and bidding are available at www.GarverUSA.com for a fee of $30. These documents may be downloaded by selecting this project from the "Plan Room" link, and by entering Quest Project Number 4912528 on the "Browse Projects" page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com. Addendums to the bid package will be issued through the online Plan Holders List; therefore, all prime bidders shall be responsible for downloading the bid documents from the online plan room in order to be included in the Plan Holder List. Prime bidders should be registered on the Plan Holders List in order to submit a bid on the project.

A **Non-Mandatory** Pre-Bid Meeting is scheduled for 2:00 PM on March 21, 2017 at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas.

Published: Celina Record, March 10, 2017 and March 17, 2017

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

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Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

SECTION 1

NOTICE TO BIDDERS

Sealed bids addressed to the City Council of Celina, Texas, will be received at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas 75009, until 3:00 PM, March 28, 2017 and then publicly opened and read, for furnishing all labor, material, and equipment required for the 2017 STREET IMPROVEMENTS project. Bid related information shall be documented on the blank form(s) of the proposal as furnished with the Project Name, Number, and date of bid opening clearly documented on the upper left-hand corner.

All proposals shall be accompanied by a cashier's check or certified check drafted upon a national or state bank in the amount of five (5) percent of the total maximum bid price, payable without recourse to the OWNER, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute a payment and performance bonds within ten (10) days after award of contract. Bids without check or bid bond will not be considered.

The OWNER will attempt to award the Contract within 90 days after the opening of proposals. The award, if made, shall be to the lowest bidder; but in no case shall the award be made until after investigations are made as the responsibility of the bidder to whom it is proposed to award the Contract. If awarded the Contract, the bidder shall execute the Contract and furnish the required bonds and evidence of insurance within 10 days after receipt of the awarded Contract.

All bid securities will be returned to the respective bidders within thirty (30) days after the bids are opened, except those which the OWNER elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within fifteen (15) days.

The successful bidder shall furnish a Performance Bond and Payment Bond, on the forms which are attached hereto, in the amount of 100% of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the OWNER.

The right is reserved, as the interest of the OWNER may require, to reject any and all bids and to waive all formalities in bids received.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Bidders may be disqualified and their proposals not considered for any of the following specific reasons:

(1) reasonable belief that collusion exists among the bidders;
(2) reasonable belief that any bidder is interested in more than one proposal for the work contemplated;
(3) the bidder having a history of filing frequent, excessive and merit less claims, or fraudulent claims, against the OWNER, or against other CONTRACTORs on a project of the OWNER;
(4) the bidder having withdrawn a previous bid after the bid was opened, or the bidder failing to enter into a Contract after submitting a bid;
(5) the bidder or its surety having defaulted on a previous Contract, or the bidder performing poorly on a previous Contract;
(6) lack of competency, skill, judgment, financial capability, integrity, reputation, reliability or responsibility to perform the work as revealed by the bid proposal, bid questionnaires, financial statement, performance history or other relevant information obtained by the OWNER;
(7) uncompleted work which in the judgment of the OWNER shall prevent or hinder the prompt completion of additional work if awarded;
(8) failure of the bidder to submit a bid bond, or submission of a cashier's check drawn on a state or national bank not located in the OWNER'S jurisdictional area; or
(9) unbalanced value of any bid items;
(10) the bidder, its supervisors, or its SUBCONTRACTORS having an unacceptable safety record;
(11) the bidder, its supervisors, or its SUBCONTRACTORS having misrepresented information in the bid documents including the Bidder's Qualifications or the bidder, its supervisors, or its SUBCONTRACTORS having misrepresented any information on this or past dealings with the OWNER.

Bidders should carefully examine the plans, specifications, and other documents; visit the work site; fully inform themselves as to all conditions and matters that can in any way affect the work or the costs thereof. Should a bidder find discrepancies or omissions from the plans, specifications or any other documents or should be in doubt as to the meaning, the bidder should immediately notify the ENGINEER and obtain clarification prior to submitting any bid.

Plans, specifications and bidding are available at www.GarverUSA.com for a fee of $30. These documents may be downloaded by selecting this project from the "Plan Room" link, and by entering Quest Project Number 4912528 on the "Browse Projects" page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com. Addendums to the bid package will be issued through the online Plan Holders List; therefore, all prime bidders shall be responsible for downloading the bid documents from the online plan room in order to be included in the Plan Holder List. Prime bidders should be registered on the Plan Holders List in order to submit a bid on the project.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

SPECIAL NOTES:

1. **Bidder Qualification Statement:** The "Bidder Qualification Statement" shall be submitted with this Bid (See Section 4).

2. **Prior to beginning construction, the successful BIDDER shall:**
   - Submit a Construction Schedule.
   - Provide a Barricade Plan (if applicable) two weeks prior to beginning construction.
   - Submit a Site Specific Trench Safety plans (if applicable).
   - Install capital Improvement Sign(s).
   - Provide five (5) shop drawings and submittals (if applicable).
   - Distribute City-Generated letters to affected residents.
   - Provide a 24-hour emergency telephone contact.

3. **Within ten (10) working days following the City Council's Award of the Contract:**
   - The CONTRACTOR shall execute all Bid Documents, Applicable Bonds, Certificate of Insurance (Certificate of Insurance in favor of the OWNER with a thirty (30) day notice of cancellation**, naming the "City of Celina" as an additional insured** and showing that the CONTRACTOR has the coverage required herein. **All coverage shall include a waiver of subrogation clause in favor of the OWNER.** The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-CONTRACTORs.), and Worker Compensation Insurance.
   - Attend a pre-construction meeting with Full Time Superintendent for the CONTRACTOR present.
   - The CONTRACTOR shall sign the necessary agreements entering into the required Contract with the OWNER. No Contract shall be binding on the OWNER until all authorized signatures required by law have been affixed and the executed Contract delivered to the CONTRACTOR.
   - Failure to Execute: The failure of the CONTRACTOR to execute the Contract or provide the required statutory surety bonds within 10 business days after the Contract is awarded shall constitute a breach of its proposal and the OWNER may annul the award and retain the proceeds of the bid security. The contract may be terminated by the OWNER for any good cause or causes, among others of which special reference is made to the items listed in the Special Notes of the Notice to Bidders and in Section 9-7.01 Abandonment by CONTRACTOR. In the event the OWNER should readvertise for bids, the defaulting CONTRACTOR may not be eligible to bid.
   - Upon OWNER receipt of the executed Contract and the required insurance and surety bonds, a notice to proceed shall be issued by the OWNER indicating the date upon which the Contract time shall start and the projected date of completion. The CONTRACTOR shall commence work within 10 days from the date specified in the written Notice to Proceed. No work shall commence before the notice to proceed has been issued.

4. A **Non-Mandatory** Pre-Bid Meeting is scheduled for 2:00 PM on March 21, 2017 at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas 75009.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

5. The CONTRACTOR will not be allowed to work on Sundays or the following holidays:

   1. New Year's Day
   2. Martin Luther King Jr. Day
   3. Memorial Day
   4. Independence Day
   5. Labor Day
   6. Thanksgiving Day and succeeding Friday
   7. Christmas Eve
   8. Christmas Day

6. Alteration of a sealed document without proper notification of the responsible Engineer is an offense under the Texas Engineering Practice Act.

7. The successful CONTRACTOR is required to provide all bonding information to his/her SUBCONTRACTORS and suppliers upon request; also all SUBCONTRACTORS shall provide proof of insurance and workman's compensation documents to the general CONTRACTOR.

8. The CONTRACTOR must provide proof of current certificate of insurance throughout the duration of the project.

9. The contract (including any or all sections or alternates) will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the OWNER.

10. Mobilization, bonding and insurance costs due to project changes and delays shall be subsidiary to the individual bid items and shall not be billed separately.

11. Change Order proposals shall not include separate costs for labor, equipment and fuel charges unless method `C' is incorporated in "Section 9-6.04 Extra Work" and shall be agreed upon by the OWNER prior to commencing the extra work by the CONTRACTOR.

12. Extra work such as Change Orders shall utilize the same unit costs submitted by the CONTRACTOR at the time of bidding the Project. See "Section 9-5.02 Estimated Quantities".

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

SECTION 2

PREVAILING WAGE RATE FOR MUNICIPAL CONSTRUCTION IN CELINA, TEXAS (Revised January 4, 2013 from the General Decision Dated August 3, 2011)

The CONTRACTOR shall pay workers and trades, in accordance with statutory requirements and prevailing local wages.

All worker and trade compensation shall be made as provided in the labor standards contract clauses (29 CFR. 5.5 (a) (1) (ii)).

The CONTRACTOR shall comply with all State and Federal Laws applicable to such work. Bidders shall base their bids on rates they expect to pay, if in excess of prevailing local wages. The OWNER will not consider claims for extra payment to CONTRACTOR on account of payment of wages higher than those specified.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

SECTION 3

PROPOSAL TO CITY OF CELINA, TEXAS (OWNER)

For 2017 STREET IMPROVEMENTS

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the form of contract, notice to CONTRACTORs, specifications, and the plans therein referred to; that the bidder has carefully examined the locations, conditions, and classes of materials of the proposed work, apparatus, and other items incidental to construction; and that the bidder will do all work and furnish all materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the ENGINEER as therein set forth.

It is understood that the quantities of work to be performed at unit prices are approximate and are intended principally to serve as a guide in evaluating bids.

The OWNER reserves the right to make changes in the quantities of the work, as may be considered necessary or desirable, and such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits.

It is further agreed that the quantities of work to be performed at unit prices; or materials to be furnished, may be increased or decreased as deemed necessary by the ENGINEER to fully complete the work as planned. The OWNER reserves the right to increase or decrease the amount of work to be performed by an amount not to exceed twenty-five (25) percent of the original bid. In the event the increase pertains to items not in the original bid, the CONTRACTOR shall submit a bid in writing for the ENGINEER'S review.

It is further agreed that lump sum prices for individual bid items may be increased to cover additional work ordered by the ENGINEER but not shown on the plans or required by the specifications, in accordance with the provision of the general conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The OWNER reserves the right to decrease the work under this contract. Payment to the CONTRACTOR for the contract items shall be made for the actual quantities of work performed and material furnished at the unit prices set forth in the contract, except as provided below.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

In the event the twenty-five (25%) percent increase or decrease in quantity of work or material under any major bid item is exceeded, either party to the contract, upon demand, shall be entitled to negotiate for revised consideration of the exceeded portion.

Any revised consideration shall be paid for as is hereinafter provided under Section 9, Item 6.04 of the General Conditions of Agreement. The foregoing notwithstanding, the total original Contract amount shall not be increased more than twenty-five (25%) percent. The CONTRACTOR, by submission of a bid and execution of the Contract, is deemed to consent to the OWNER'S right to reduce the total by up to 25% of the original Contract. A final reconciliation accounting shall be performed to reflect the final quantities and total dollars for the subject project.

Accompanying this proposal is a bidder's bond on a form supplied by the OWNER, a certified check, or a cashier's check payable to the OWNER in the amount of (5% of amount of Bid dollars) (Written Amount)_____($_____). The bid security accompanying this proposal shall be returned to the bidder unless the bidder fails to execute the contract and obtain a Performance bond within fifteen (15) days of contract award by the OWNER. In such case, the bid security shall become the property of the OWNER and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure by the bidder. It is understood that the OWNER reserves the right to reject any and all bids.

PREPARATION OF PROPOSAL: The bidder shall submit the proposal on forms furnished by the City. The bidder shall fill in the blanks for the "Unit Price" and the "Extended Price" written in ink or by computer printer in numerals. Such prices shall be distinctly legible and the "Unit Price" shall govern. The bidder shall state on the Proposal Summary; **Total and Grand Total** prices, written in ink both in numerals and words, for which he proposes to do the work contemplated or furnish the materials required. In case of discrepancies between prices written in words and numerical prices, **the numerical price shall govern.** If an individual submits the proposal, the individual or a duly authorized agent must sign the proposal. If a firm, association, or partnership submits the proposal, the name and address of each principal or member must be given. If a company or a corporation submits the proposal, the company or corporate name and business address must be given and the proposal signed by an official or duly authorized agent. Powers of Attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

COMPUTER-GENERATED PROPOSAL USE: Computer-generated pages of the proposal may be used in lieu of the proposal form in this section. This option is provided for the convenience of the Bidder.

The computer-generated pages shall be on 8 ½ inches x 11 inches sheets as prescribed on the Excel format provided by the City of Celina. The form can be obtained from the City upon request. The computer generated proposal shall be in this format.

The use by the bidder of computer-generated proposal pages is an option for the convenience of the bidder, and shall not contain added wording intended to modify or amend the wording in the City's form bid proposal, or the provisions of the Contract Documents, including the Details, Specifications, or Special Provisions. All bid items, bid amounts (unit bids and extended totals), subtotals, total amounts for each schedule, and the bid schedule summary page (with the total amount for each schedule and for all schedules) must be submitted, and the risk of error, omission, or failure to include each in accordance with, and matching, the City's final published proposal form shall be borne solely by the bidder; and in the event of error, omission, or failure, the bid shall be declared non-responsive. Bidders are, therefore, strongly advised to check with the City of Celina, Engineering, to ascertain that the bidder has the correct and final published proposal form and all addenda affecting same. The prices in the proposal shall be full compensation for all materials, labor, equipment, testing, and incidental items required to complete the project ready for use. The costs of all material, labor, equipment, and incidental work required to complete the project ready for use must be included in the unit prices for the bid items provided in the proposal, and no direct compensation will be made for any other work.

The bidder shall provide the certification on the computer-generated proposal; otherwise, the bid will be considered non-responsive and rejected.

Bid Tabulation:

Bid tabulations will be disbursed to bidders via email addresses provided at the Bid Opening within 48 hours after the bid letting date.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

2017 Street Improvements, City of Celina, TX (Addendum #1)

BASE BID SCHEDULE AND SUMMARY

ITEM NO.	EST. QTY.	UNIT	ITEM DESCRIPTION AND UNIT PRICE (FILL IN SCRIPT)	UNIT PRICE	TOTAL AMOUNT
			GENERAL ITEMS		
1	1	LS	MOBILIZATION complete in place, the sum of, Ten Thousand Two Hundred Ninety Six Dollars and Eighteen Cents per LUMP SUM	$ 10,296.18 LS	$ 10,296.18
2	1	LS	TEMPORARY TRAFFIC CONTROL complete in place, the sum of, Five Thousand Nine Hundred Sixty Eight Dollars and Eighty Cents per LUMP SUM	$ 5,968.80 LS	$ 5,968.80
3	1	LS	STORMWATER POLLUTION PREVENTION PLAN complete in place, the sum of, Four Thousand Four Hundred Seventy Six Dollars and Sixty Cents per LUMP SUM	$ 4,476.60 LS	$ 4,476.60
			PAVING ITEMS		
4	1,260	TON	FLEX BASE (CMP IN PLC)(TYA GR1-2)(6") complete in place, the sum of, Forty Four Dollars and Sixty One Cents per TON	$ 44.61 / TON	$ 56,208.60
5	53,870	SY	CEMENT TREAT (EXIST MATL) (6")(SLURRY)(RATE = 28 LBS/SY) complete in place, the sum of, Four Dollars and Twenty Seven Cents per SQUARE YARD	$ 4.27 / SY	$ 230,024.90
6	8,090	GAL	PRIME COAT (MC-30 OR AE-P) (0.15 GAL/SY) complete in place, the sum of, Three Dollars and Forty Four Cents per GALLON	$ 3.44 / GAL	$ 27,829.60
7	67,140	SY	D-GR HMA(SQ) TY-D PG64-22 (2") complete in place, the sum of, Eight Dollars and Sixty Seven Cents per SQUARE YARD	$ 8.67 / SY	$ 582,103.80
8	22,120	LF	REFLECTIVE PAVEMENT MARKING (WHITE)(SOLID)(4") complete in place, the sum of, One Dollars and Sixty Four Cents per LINEAR FOOT	$ 1.64 / LF	$ 36,276.80
9	22,120	LF	REFLECTIVE PAVEMENT MARKING (YELLOW)(SOLID)(4") complete in place, the sum of, One [redacted] Dollars and Sixty Four Cents per LINEAR FOOT	$ 1.64 / LF	$ 36,276.80
10	30	LF	REFLECTIVE PAVEMENT MARKING (WHITE)(24") complete in place, the sum of, One Hundred Eleven Dollars and Ninety Two Cents per LINEAR FOOT	$ 111.92 / LF	$ 3,357.60

BASE BID Nine Hundred Eighty Nine Thousand Four Hundred Sixty Two Dollars and Eight Cents $ 989,462.08

ADD ALTERNATE #1 (HIGH POINT STREETS) BID SCHEDULE AND SUMMARY (ADDENDUM #1)

ITEM NO.	EST. QTY.	UNIT	ITEM DESCRIPTION AND UNIT PRICE (FILL IN SCRIPT)	UNIT PRICE	TOTAL AMOUNT
			GENERAL ITEMS		
1	1	LS	MOBILIZATION complete in place, the sum of, Seven Thousand One Hundred Sixty Two Dollars and Fifty Six Cents per LUMP SUM	$7,162.56 / LS	$7,162.56
2	1	LS	TEMPORARY TRAFFIC CONTROL complete in place, the sum of, Two Thousand Nine Hundred Eighty Four Dollars and Forty Cents per LUMP SUM	$2,984.40 / LS	$2,984.40
3	1	LS	STORMWATER POLLUTION PREVENTION PLAN complete in place, the sum of, Four Thousand Four Hundred Seventy Six Dollars and Sixty Cents per LUMP SUM	$4,476.60 / LS	$4,476.60
			PAVING ITEMS		
4	500	TON	FLEX BASE (CMP IN PLC)(TYA GR1-2)(6") complete in place, the sum of, Forty Four Dollars and Sixty One Cents per TON	$44.61 / TON	$22,305.00
5	16,740	SY	CEMENT TREAT (EXIST MATL) (6")(SLURRY)(RATE = 28 LBS/SY) complete in place, the sum of, Four Dollars and Twenty Seven Cents per SQUARE YARD	$4.27 / SY	$71,479.80
6	2,520	GAL	PRIME COAT (MC-30 OR AE-P) (0.15 GAL/SY) complete in place, the sum of, Three Dollars and Seventy Two Cents per GALLON	$3.72 / GAL	$9,374.40
7	15,390	SY	D-GR HMA(SQ) TY-D PG64-22 (2") complete in place, the sum of, Eight Dollars and Sixty Seven Cents per SQUARE YARD	$8.67 / SY	$133,431.30
ADD ALTERNATE #1 (HIGH POINT STREETS) BID Two Hundred Fifty One Thousand Two Hundred Fourteen Dollars and Six Cents				$251,214.06	
TOTAL AMOUNT BASE BID + ADD ALT. #1			One Million Two Hundred Forty Four Thousand Thirty Three Dollars and Seventy Four Cents		$1,244,033.74
			TOTAL BID AMOUNT		

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

NOTES:

1. The successful Bidder will be required to hold his Bid Prices for a period of ninety (90) days. This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 [F] of the Texas Limited Sales, Excise and Use Tax. All equipment and materials not consumed by or incorporated into the project construction are subject to State Sales Tax under House Bill 11, enacted on August 15, 1991. All such taxes shall be included in the various amounts on the proposal form. The Bidder shall submit a breakdown between labor and material costs, as set up in the Proposal [Section 3].

   NOTE: The City qualifies for exemption from State and Local Sales Tax pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The CONTRACTOR performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his suppliers an exemption certificate in lieu of the tax. Any such exemption certificate issued by the CONTRACTOR in lieu of the tax shall be subject to the provisions of the State Comptroller and any other applicable state regulation or laws.

2. Bidder is required to submit bids for all Sections of the Project for his/her bid to be considered.

The Bidder is cautioned that the State Law regarding tax exemption for Capital Improvement Projects has been revised. The CONTRACTOR shall be responsible for obtaining the latest information from the State Comptroller's Office and bid accordingly.

The CONTRACTOR shall agree to the number of calendar days specified, submit the Bidders Qualification Statement, a Bid Bond with the completed Bid Items, including all bids, and all addenda in the bid documents; otherwise the bid will be considered non-responsive and will be rejected. The CONTRACTOR shall provide the OWNER with a signed contract to include all the specified bonds and insurance, within ten (10) working - days following the City Council award date.

If the CONTRACTOR is required to perform any additional work above the original approved contract, the CONTRACTOR may request, in writing, additional calendar days for the completion of the extra work. Hence, all additional calendar day requests shall be submitted in writing. Review of such request shall be provided under Section 9, Item 4.02 (Extension of Time). In the event of the award of the contract to the undersigned, the undersigned will furnish a performance bond for the full amount of contract to secure proper compliance with the terms and provisions of the contract and to insure and to guarantee the work until final completion and acceptance and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. The proposed work shall be accepted when fully completed and finished in accordance with the plans and specifications to the satisfaction of the ENGINEER.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the contract documents. Bid Item Changes in Addenda shall also be reflected in an updated Computer Generated Proposal available for Download with each Addendum issued.

Addendum No. 1 Dated March 23, 2017 Received AH

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Addendum No. 4 Dated _____ Received _____

Addendum No. 5 Dated _____ Received _____

Addendum No. 6 Dated _____ Received _____

Printed Name Anthony Hogan

Signed [signature]

By Managing Member
Title

Address 8565 Thompson Rd

City Justin State TX Zip Code 76247

(940) 393 3829
Phone Number

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

SECTION 4

ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL

CONTRACTOR'S QUALIFICATIONS

The CONTRACTOR shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (such as: fences, utility poles, guy lines, gas lines and meters, sewer manholes and cleanouts, etc.) which will require the CONTRACTOR to plan his work efforts and equipment needs with these limitations in mind. The CONTRACTOR shall submit a complete list of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform this work.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

BIDDERS QUALIFICATION STATEMENT

Project and W.O. #: 2017 STREET IMPROVEMENTS

CONTRACTOR: SPI Asphalt, LLC.

Indicate One: ____**Sole Proprietor** X **Partnership** ____**Other**

____**Corporation** ____**Joint Venture**

Name: Anthony Darrell Hogen Partner: Anthony Dale Hogen

Title: Owner Title: Managing Member

Address: 4424 Glen Oaks Address: 4100 Morriss Rd

City: Flower Mound City: Flower Mound

State & Zip: TX 75022 State & Zip: TX 75028

Phone: 940.399.8183 Phone: 940.393.3829

State and Date of Incorporation, Partnership, Ownership, Etc.____

Location of Principal Office: 8565 Thompson Rd Justin TX 76247

Contact and Phone at Principal Office: Shannon Lane 940.229.9520

Liability Insurance Provider and Limits of Coverage: Insurance 3

Workers Compensation Insurance Provider: Insurance 3

Surety (Performance and Payment): Insurance 3

Address: 4417 Belmont Ave. Dallas TX 75024

Contact and Phone: Kyle King 214.824.8888

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Superintendent and Backup Superintendent: (Work Resume - attach additional sheets.) (Safety Record – attached additional sheets; if needed show all verified safety violations.) The superintendent shall be able to communicate in English and not operate any equipment and have not had any verified job safety violations in the past five years. Any variations shall be reviewed by the OWNER for approval or denial. A job site shall be shut down if proper supervision is not provided.

Superintendent Name: Tony Hogan

Backup Superintendent Name: _____

Safety Record – List ALL Verified Violations for Superintendent and Backup Superintendent with explanation, date and action taken to correct future safety violations:

Superintendent

_____

_____

_____

_____

_____

Backup Superintendent

_____

_____

_____

_____

_____

Total Number of Employees to be Associated with this Job: 15

Managerial_____ Administrative_____ Professional_____

Skilled_____ Semi-Skilled_____ Other_____

Percentage of work anticipated to be done by Bidder's Employees
(Based on Dollars Bid):_____

Percentage of work anticipated to be done by Bidder's SUBCONTRACTORs
(Based on Dollars Bid):_____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Type(s) of work to be done by Bidder's Employees (examples: concrete paving, structural concrete, waterlines, sanitary sewer lines, storm pipe, storm inlets, excavation, lime, bridge fencing, etc.)
Asphalt, Paving, Excavation, Prime Coat

Access to Tools and Equipment: Percent Owned Percent Rented 90% 10%

Number of Years in Business as a CONTRACTOR on Above Types of Works: 2

Type(s) of Work to be done by SUBCONTRACTORs
Include Name, Address, and Phone Number of SUBCONTRACTOR.
Use additional sheets if needed.
Note: CONTRACTOR shall provide references and similar work experience for each SUBCONTRACTOR.

Type of Work	SUBCONTRACTOR

List Equipment to be used on this project (Make/Model/Age of Major Equipment) Any Equipment not listed shall be reviewed by the OWNER for approval or rejection prior to use of Equipment on this project. (Use additional sheets if necessary)

Type of Equipment	Make	Model	Age (years)

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

List of completed projects of similar type work for the past five (5) years. (Use additional sheets if necessary.)

1. Project: Town of Dish - Road Rehabilitation

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: Excavation, Chip & Seal

OWNER/Agency: Town of Dish

Year Completed: 2016 Contract Price: $361,648.45

Contact Person: Mike Anderson Phone: 817. 491. 174

2. Project: Town of Fairview - Road Reconstruction

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: Excavation, HMAC, concrete curb & Gutter

OWNER/Agency: Town of Fairview

Year Completed: 2016 Contract Price: $266,992.52

Contact Person: James Chancellor [redacted] Phone: [redacted] 972.886.4235

3. Project: Town of Prosper - Road Rehab.

Any Litigation Issues: Yes or No (Circle One) If Yes, explain:

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: Excavation, Wedge Mill, Chip & Seal

OWNER/Agency: Town of Prosper

Year Completed: 2016 Contract Price: $370,000.00

Contact Person: Frank Jaromin Phone: 972.569.1056

4. Project: City of Jacksboro - Road Reconstruction

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: Excavation, HMAC, Concrete Curb & Gutter

OWNER/Agency: Town of Jacksboro

Year Completed: 2015 Contract Price: $265,000.00

Contact Person: Jacky Hall Phone: 940.567.6321

5. Project: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Project Description: _____

OWNER/Agency: _____

Year Completed: _____ Contract Price: _____

Contact Person: _____ Phone: _____

List active projects of similar type work:

1. Project: City of Gunter - Road Rehab

Percent Complete: 10%

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: Excavation, Chip & Seal

OWNER/Agency: City of Gunter

Year Started: 2016 Contract Price: $168,000.00

Contact Person: Don Wortham Phone: _____

2. Project: City of Rice - Road Recon.

Percent Complete: 90%

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: Excavation, Stabilization, HMAC Overlay, Drainge Improvements

OWNER/Agency: Town of Rice

Year Built: 2016 Contract Price: $259,000.00

Contact Person: Phone: 903.326.7500

3. Project:

Percent Complete:

Any Litigation Issues: Yes or No (Circle One) If Yes, explain:

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description:

OWNER/Agency:

Year Started: Contract Price:

Contact Person: Phone:

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

4. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

_____

_____

_____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

_____

_____

_____

Project Description: _____

OWNER/Agency: _____

Year started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

5. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

_____

_____

_____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

_____

_____

_____

Project Description: _____

OWNER/Agency: _____

Year Started: _____ Contract Price: Contact

Person: _____ Phone: _____

Trade references (List Company, Address, Contact Person, and Phone):

Martin Marietta : 1503 LBJ Freeway Dallas Tx 75068 Tonya Waxler 972.64 700

Austin Asphalt, LP. : 6330 Commerce Dr. Irving TX 75063 Terri Broom 214.5 800

HD Supply : 550 Lakeside Pky Flower Mound Tx 75028 800.431.3000

Ricochet Fuel: 1201 Royal Pky Euless Tx 76040 Teresa Blevins 817.268.2385

Bank References (List Institution, Address, Contact Person, and Phone)

Northstar Bank of Texas (Flower Mound) 2881 Cross Timbers Rd Flower Mound TX 75028, Terri Owens 469.240.8000

Municipal References (List Municipality, Address, Contact Person, and Phone)

Town of Dish - 5913 Tim Dobald Rd Dish TX 76247 940.648.2040

Town of Fairview - 372 Town Place Fairview Tx 75069 James Chencellor 972 886 4235

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Claims and Suits (if the answer to any of the following questions is yes, please attached details):

1. Has your organization ever failed to complete any work awarded to it? No

2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? NO

3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? NO

4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? NO

I Anthony Hogan, being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Date this 27 day of March, 2017.

Name of Organization: SPI Asphalt, LLC

By: [signature]

Title: Managing Member

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME the undersigned authority, on this day personally appeared _____ Anthony Hogan, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of 2017.

JORDAN BRADLEY STEWART
Notary Public, State of Texas
Comm. Expires 07-01-2020
Notary ID 130724509

[signature]
Notary Public in and for Denton County, Texas

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the Engineering Department not later than the seventh (7th) business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for bid or proposal, correspondence, or another writing related to a potential agreement with the City. The Conflict of Interest questionnaire **form is available on the reverse side of this notice** or from the Texas Ethics Commission at www.ethics.state.tx.us.

The full text of the Local Government Code related to Conflict of Interest is available at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.171.htm. Detailed information related to vendors is found in Section § 176.006 "DISCLOSURE REQUIREMENTS FOR VENDORS AND OTHER PERSONS; QUESTIONNAIRE".

SEE NEXT PAGE

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 **Name of person who has a business relationship with local governmental entity.**

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an OWNERship of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Company Represented _____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said_____, this the_____day of_____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

SECTION 5

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Principal (CONTRACTOR), and Surety, are held and firmly bound unto OWNER, Obligee, in the sum of(Written Amount) ONE MILLION TWO HUNDRED FORTY FOUR THOUSAND SEVENTY FOUR & 50/100 ($ 1,244,074.50).

FIVE PERCENT OF AMOUNT BID BY PRINCIPAL ($ 62,203.73) Dollars (5% of Bid) as a proper measure of liquidated damages for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by this Obligation

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for

2017 STREET IMPROVEMENTS

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligees may suffer by reason of such failure not exceeding the amount of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed and dated 28 day of MARCH, 20 17

By: _____ (Seal)
Principal

By: _____
Attorney-in-Fact

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Bond Number: 601116443

Principal: SPI ASPHALT, LLC

Agency Name: Insurance 3 Group Inc

Obligee: THE STATE OF TEXAS

Agent Code: 421651

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations a By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Kyle King, Kyle Boyd **of** Dallas, Texas its true and lawful agent(s) a attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all** BONDS, UNDERTAKINGS, and RECOGNIZANC excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, a they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own pro persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Sea said Company this 18th day of November, 2013.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualif came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the s instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first ab written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvan
My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or Presic may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments sl be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the Presic or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the boar directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attor issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE
I , the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Compa and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 28 day of March 2017.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Gregory W. Davenport, Assistant Secretary

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

SECTION 6

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

THIS AGREEMENT, made and entered into this day of , 20 by and between the City of Celina of the County of Collin and State of Texas, acting through the City Manager of the City of Celina thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and of the City of_____County of and State of_____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of _____ _____Dollars ($_____) and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

2017 STREET IMPROVEMENTS

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to CONTRACTORs, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by the City ENGINEER herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to complete the same within 90 calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions in Section 9 of this Bid Book.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to this instrument have executed this Agreement in the year and day first above written.

The City of Celina

_____
Party of the Second Part (CONTRACTOR)

_____
Party of the First Part (OWNER)

By:_____

By:_____
(City Manager)

_____
Title

ATTEST:_____
(City Secretary)

Attest:_____

Approved as to form

_____
(City Attorney)

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

SECTION 7

PERFORMANCE BOND

STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS That we,_____of the City of County of_____, and State of_____as, Principal (CONTRACTOR), and authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound onto, the City of Celina (OWNER), in the sum of (Written Amount) Dollars ($) as a proper measure of liquidated damages, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these this obligation:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the day of,_____,20 , to do:

2017 STREET IMPROVEMENTS

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code (formerly Article 5160 of Vernon's Annotated Civil Statute) and this Bond and all of the provisions herein contained shall be solely for the protection of the named OWNER which has awarded the contract referred to.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument this day of_____, 20___.

_____ _____

Principal Surety

By:_____

Title:_____

Address:_____

_____

_____

THE PORTION BELOW MUST BE FILLED OUT.

The name and address of the Resident Agent of Surety is:

_____

_____

_____

PHONE: (___) _____-_____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

PAYMENT BOND

STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS: That we, of the City of_____County of_____, and State of_____, as, Principal (CONTRACTOR), and authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound onto, the City of Celina (OWNER), in the penal sum of (Written Amount)_____Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by this obligation:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the day of _____,20___to do:

2017 STREET IMPROVEMENTS

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a SUBCONTRACTOR in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument this _____ day of_____, 20_____.

_____ Principal

_____ Surety

By:_____

Title:_____

Address:_____

_____

_____

THE PORTION BELOW MUST BE FILLED OUT.

The name and address of the Resident Agent of Surety is:

_____

_____

PHONE #: (___) _____-_____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

SECTION 8

MAINTENANCE BOND

THE STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL BY THESE PRESENTS

THAT_____as Principal (CONTRACTOR), and _____, a corporation authorized to do business in the State of Texas, as Surety, do hereby acknowledge themselves to be held and bound to pay unto the City of Celina, a municipal corporation of the States its successors and assigns, at Celina, Collin County, Texas the sum of (Written Amount)_____Dollars ($), one hundred (100%) percent of the total amount of the contract for the payment of which sum said principal and surety do hereby bind themselves, their successors and assigns, jointly and severally.

WHEREAS, said (CONTRACTOR)_____has this day entered into a written contract with the said City of Celina to build 2017 STREET IMPROVEMENTS which contract and the plans and specifications therein mentioned, adopted by the City of Celina, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications, and contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and do all necessary backfilling that may become necessary in connection therewith and do and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said CONTRACTOR on account of any breaking of such improvements, caused by the said CONTRACTOR on constructing the same or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said CONTRACTOR, and in case the said CONTRACTOR shall fail to repair, reconstruct or maintain said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said CONTRACTOR and its surety on this obligation, and said CONTRACTOR and surety shall be subject to the damages in said contract for each day's failure on the part of said CONTRACTOR to comply with the terms and provisions of said contract and this bond.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

NOW, THEREFORE, if the said CONTRACTOR shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect.

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF the said as CONTRACTOR and Principal, has caused this instrument to be executed by (CONTRACTOR)_____and the said _____ _____as Surety, has caused this instrument to be executed by its Attorney-in-fact_____and the said Attorney-in-Fact has hereunto set his hand this the_____day of_____, 20 _. _

_____	_____
SURETY:	PRINCIPAL:
By :_____	By :_____
Attorney-in-fact	
Phone: ( ) -_____	Phone: ( ) -_____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

SECTION 9

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9-1 DEFINITIONS OF TERMS

9-1.01 OWNER, CONTRACTOR AND ENGINEER:

The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "ENGINEER" in these specifications shall be understood as referring to the City ENGINEER of Celina, Texas or other such ENGINEER, Superintendent, or Inspector as authorized by said OWNER to act in any particular position. The ENGINEER shall also be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

9-1.02 CONTRACT DOCUMENTS AND STANDARD SPECIFICATIONS:

The Contract Documents shall consist of the Notice to Bidders, Prevailing Wage Rates for Municipal Construction, Proposal, Bid Bond, Standard Form of Agreement, Performance Bond and Payment Bond, Maintenance Bond, General Conditions of Agreement, Special Conditions of Agreement, Traffic Control Guidelines, Drug-Free Jobsite on City Construction Projects, CONTRACTOR's Affidavit of Final Payment and Release, Capital Improvement Project Sign Detail, Construction Plans and Details, Technical Specifications, North Central Texas Standard Specifications for Public Works Construction Latest Edition (N.C.T.C.O.G.), Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, Latest English System Edition, and Special Bonds (when required).

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract documents, priority of control shall be in the following order; Notice to Bidder, Special Conditions of Agreement, Construction Plans and Details, Technical Specifications, Standard Form of Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, General Conditions of Agreement, North Central Texas Standard Specifications for Public Works Construction latest Edition (N.C.T.C.O.G.), and Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, Latest English System Edition.

It will be the CONTRACTOR'S responsibility to keep a copy of the City, Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, and N.C.T.C.O.G. specifications with the latest revision. Copies of the N.C.T.C.O.G. specification can be obtained from - NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, PO DRAWER COG, ARLINGTON, TEXAS 76005-5888 (817) 461-3300.

Interpretation - No provision of this contract shall be construed against or interpreted to the disadvantage of any party by any arbitrator or any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provisions. The OWNER, ENGINEER, and CONTRACTOR are of equal bargaining position and have executed this contract of their own free wills after consulting with competent legal consul, and both parties are fully informed of and familiar with its terms.

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9-1.03 SUB-CONTRACTOR:
The term Sub-CONTRACTOR, as employed herein, includes only those having a direct contact with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

9-1.04 WRITTEN NOTICE:
Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

9-1.05 WORK:
The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water; light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality.

The CONTRACTOR shall, if required furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words, which so applied, have a well known technical or trade meaning shall be held to refer to such recognized standards.

9-1.06 EXTRA WORK:
The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S Proposal, except as provided under "Changes and Alterations", Item 9-2.14 contained herein.

9-1.07 WORKING DAY: A "Working Day" is defined as any day not including Saturdays, Sundays, or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

9-1.07a ENGINEERING CONSTRUCTION INSPECTION OVERTIME: The City of Celina will not provide the services of its Engineering Inspectors on weekends or City Holidays free of charge.

Any CONTRACTOR requiring the services of an Engineering Inspector on weekends or City of Celina holidays will be charged a rate of $50.00 per hour (minimum of 4 hours) for engineering inspection services. The CONTRACTOR will be required to notify the City by Fax at (972) 382-2682 and email the project inspector and the Chief Engineering Inspector before 12:00 PM on the Wednesday before such work is anticipated to be performed with the information contained in the attached "Request for Engineering Construction Inspection Overtime" form. The CONTRACTOR shall deliver the amount made as a check to the "City of Celina" along with the completed attached "Request for Engineering Construction Inspection Overtime" form to the Contract Administrator, Engineering Administrative Manager's Office located at 107 E. Elm Street, Celina, Texas 75009 by 1:00 pm, the working day prior to the Saturday or Holiday that is to be worked. No money will be exchanged in the field.

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Following the performance of inspection services, an invoice will be prepared and mailed to the CONTRACTOR via the U.S. Postal Service for any amount over the minimum 4 hours. Please note that the minimum amount will be deducted from the total invoice amount. All invoices must be paid in order for the CONTRACTOR to receive the retained funds at the termination of a project, and/or to receive a final project acceptance.

The CONTRACTOR will be charged only for the hours worked over the minimum amount. If the CONTRACTOR works less than the minimum 4 hours, no invoice will be generated. If an Inspector watches several projects and the remitted deposits equal or surpass the amount needed to pay for the hours, no invoices will be delivered.

If the CONTRACTOR is unable to work for any reason, including weather, the assigned Inspector is to be notified two hours prior to the anticipated work time. If the CONTRACTOR fails to notify the inspector that the work has been canceled, the fee will not be refunded. The CONTRACTOR must make contact with the inspector by phone so he is aware the work has been canceled.

The Chief Engineering Inspector will determine the appropriate number of Inspectors necessary and which Inspectors will work on each Saturday or Holiday.

SUMMARY OF NEW PROCESS

The CONTRACTOR will be required to notify the City by Fax and email before 12:00 PM on the Wednesday before such work is anticipated to be performed with the information contained in the attached "Request for Engineering Inspection Overtime" form.

CONTRACTOR delivers the amount (minimum 4 hours Fee ($200.00)) as a check made to the "City of Celina" and the completed attached "Request for Engineering Construction Inspection Overtime" form to the Contract Administrator, Engineering Administrative Manager's Office before 1:00 pm, the working day prior to the Saturday or Holiday that is to be worked. No money will be exchanged in the field.

CONTRACTOR works desired number of hours and is invoiced at $50.00 per hour for the number of hours worked by the Inspector minus the previously remitted $200.00 fee.

CONTRACTOR pays invoice sent by mail.

Overtime during the work week is not subject to any of the requirements listed above unless it falls on a Holiday. Night time tie-ins are also exempt from these rules when they are done in an effort to reduce the impact of water outages to our customers.

WORK PERFORMED WITHOUT BENEFIT OF INSPECTION

If the check and request form is not delivered by 1:00 pm one workday prior to the Saturday or Holiday that is to be worked, the CONTRACTOR will not be able to work on the Holiday or Saturday. The consequences of work being performed without the benefit of inspection on Saturdays or Holidays will be the removal of all work performed without the appropriate inspection, as determined by the Chief Engineering Inspector. If there is ever any question as to what requires inspection, please check with the assigned Inspector or Chief Engineering Inspector. We will be glad to provide direction.

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HOLIDAY SCHEDULE
The Holiday provisions of this process apply to the following City of Celina holidays:
Martin Luther King Day (third Monday in January)
Thanksgiving Friday (Friday after Thanksgiving Day)
Christmas Eve (December 24)

The Holiday provisions of this new process do not apply to the Holidays listed below. These Holidays will be observed and no work will be permitted except in the most extreme circumstances and with prior approval from the Chief Engineering Inspector.

New Year's Day (January 1)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

Please note that any holidays falling on Saturday will be observed on the preceding Friday. Any holidays that fall on Sunday will be observed on the following Monday.

9-1.08 CALENDAR DAY: "Calendar Day" is any day of the week or month, no days being excepted.

9-1.09 SUBSTANTIALLY COMPLETED: By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment, as determined by the ENGINEER.

9-1.10 INSPECTION: The City Engineering Division will inspect the work. Work not completed in accordance with the Plans and Specifications shall be corrected at the CONTRACTOR'S expense.

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9-2 RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

9-2.01 OWNER-ENGINEER RELATIONSHIP:
The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER, and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

9-2.02 PROFESSIONAL INSPECTION BY ENGINEER:
The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident therein or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any SUBCONTRACTOR or any of the CONTRACTOR'S or SUBCONTRACTOR's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

9-2.03 PAYMENTS FOR WORK:
The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgment that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application of payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

9-2.04 INITIAL DETERMINATIONS:
The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within thirty (30) days of the CONTRACTOR'S written objection to the decision.

9-2.05 LINES AND GRADES:
Unless otherwise specified, all lines and grades shall be furnished by the CONTRACTOR. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal shall be replaced at no additional expense.

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9-2.06 CONTRACTOR'S DUTY AND SUPERINTENDENT:

The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep a full time competent superintendent (with five (5) years minimum supervisory experience & work resume), back up superintendent (with five (5) years minimum supervisory experience & work resume), and any other assistants on the project during its progress. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent CONTRACTOR, solely responsible for the manner and method of completing this work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER, shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance.

Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from responsibility to complete all work in accordance with said plans and specifications.

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9-2.07 CONTRACTOR'S UNDERSTANDING:
It is understood and agreed that the CONTRACTOR, by careful examination, is satisfied as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

9-2.08 CHARACTER OF WORKERS:
The CONTRACTOR agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform in writing that any worker(s) on the project are, in his opinion, incompetent, unfaithful or disorderly, such worker(s) shall be discharged from the project and shall not again be employed for this project without the ENGINEER'S written consent.

9-2.09 FIELD OFFICES:
The installation of field offices shall be permitted only at such places as approved by the ENGINEER. In addition, all sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER. The CONTRACTOR shall be responsible for obtaining and paying for all necessary Permits.

The CONTRACTOR shall not be required to provide a field office for the OWNER's Field Representative; however, the CONTRACTOR'S Superintendent shall be available on the job site at all times when portions of the work are in progress.

9-2.10 SANITATION:
Necessary sanitary conveniences for use by workers on the project shall be properly secluded from public observation and shall be constructed and maintained by the CONTRACTOR in such manner and at such points as approved by the ENGINEER. Onsite sanitary convenience facilities and their use shall be strictly enforced.

9-2.11 SHOP DRAWINGS:
The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in work or in that of any other CONTRACTOR, five (5) check copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall review them with reasonable promptness, making desired comments. The CONTRACTOR shall make any revisions required by the ENGINEER; file with him two revised copies and furnish other copies as may be needed. The ENGINEER'S review of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless the CONTRACTOR has, in writing, called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve the CONTRACTOR from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on the CONTRACTOR'S ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

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Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent CONTRACTOR as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

9-2.12 PRELIMINARY APPROVAL:

The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good new material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval the CONTRACTOR shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

9-2.13 DEFECTS AND THEIR REMEDIES:

It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

9-2.14 CHANGES AND ALTERATIONS:

The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

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If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 9, Item 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 9, Item 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall compensate the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such changes due to actual expenses incurred in preparation for the work as originally planned.

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9-3 GENERAL OBLIGATIONS AND RESPONSIBILITIES

9-3.01 KEEPING OF PLANS, SPECIFICATIONS AND RECORD DRAWINGS ACCESSIBLE:
The ENGINEER shall furnish the CONTRACTOR with three (3) sets of plans, profiles and specifications, if required, at no expense to the CONTRACTOR. Additional sets of plans may be purchased from the ENGINEER.

The CONTRACTOR shall maintain, at the Job Site, one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, and Change Orders, in good order and marked to record all changes made during construction, and updated daily. These shall be referred to as record drawings, and shall be available to the OWNER and ENGINEER, upon request with the latest revisions noted thereon. The As-Built drawings, marked to record all changes made during construction, shall be delivered to the ENGINEER upon completion of the Project, with a letter signed by the CONTRACTOR stating that the record plans submitted show all changes made during construction.

The CONTRACTOR shall review the updated record drawings with the ENGINEER, at the time of the monthly partial payment submittal. Failure of the CONTRACTOR to maintain the record drawings shall be grounds for the withholding of that month's partial payment submittal, until the record drawings are properly updated and reviewed.

The CONTRACTOR shall have a Registered Professional land Surveyor (RPLS) tie "as-built" locations of all valves, blow offs, manholes, inlets, bends, tees, crosses, P.C.'s, P.T.'s, and at every five hundred (500) feet along straight lines and curves on proposed mains. Horizontal and vertical data must be collected for each tie. Ties shall be made at the top of pipe and all control points and bench marks used in the survey shall be consistent with the plans and reported. Such work will be performed prior to backfill and the results furnished to the City. The points shall be recorded and reviewed monthly on the "as-built" drawings. The CONTRACTOR shall also provide an ASCII file containing point number, northing coordinate, easting coordinate, elevation, and point description for each tie and control point used in the survey. The ASCII file shall be submitted with the monthly invoice on Digital Video Disc (DVD) and at the end of the project with the "as-built" drawings in electronic format on a DVD accompanied with a hard copy print of the file. Construction As Built Surveying shall only be performed if called out as a bid item or listed as subsidiary to another bid item.

9-3.02 OWNERSHIP OF DRAWINGS:
All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work and, with the exception of the signed contract sets, are to be returned to the ENGINEER on request, at the completion of the work. All models (if any) are the property of the OWNER.

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9-3.03 ADEQUACY OF DESIGN/CONSTRUCTION:
It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the ENGINEER shall be responsible for the adequacy of the design, sufficiency of the Contract documents, the safety of the completed structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The CONTRACTOR is bound to perform his services to the standards of the industry. If the CONTRACTOR determines the design to be inadequate, he shall notify the OWNER and ENGINEER prior to construction the items he feels are inadequate. The CONTRACTOR shall comply with the requirements of the Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show compliance with said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

9-3.04 RIGHT OF ENTRY:
The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

9-3.05 COLLATERAL CONTRACTS:
The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

9-3.06 DISCREPANCIES AND OMISSIONS:
It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents", Item 9-1.02, shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

9-3.07 EQUIPMENT, MATERIALS AND CONSTRUCTION AREA:
The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all part of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

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9-3.08 DAMAGES:
In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

9-3.09 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC:
The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction", Latest Edition of the Associated General CONTRACTORs of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent CONTRACTOR.

9-3.10 PERFORMANCE AND PAYMENT BONDS:
Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished to and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the Surety Company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal.

The Government Code of Texas in Section 2253.021 requires the prime CONTRACTOR, before beginning work, to execute a performance bond if the contract is in excess of $100,000, and a payment bond if the contract is in excess of $25,000. The performance bond is solely for the protection of the governmental agency awarding the public works contract, in the amount of the contract, and conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime CONTRACTOR or a SUBCONTRACTOR to supply public work labor or material, and in the amount of the contract.

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9-3.11 LOSSES FROM CAUSES:
Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

9-3.12 PROTECTION OF ADJOINING PROPERTY:
The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim or any kind arising out of the existence or character of work.

9-3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, WORKERS, MATERIAL MEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES:
The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-CONTRACTORs, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may, at the option of the CONTRACTOR, either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

9-3.14 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION:
The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or OWNER. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER, and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER: provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

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9-3.15 LAWS AND ORDINANCES:
The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and with the execution of this contract shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

9-3.16 ASSIGNMENT AND SUBLETTING:
The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER as provided by this Agreement.

9-3.17 INDEMNIFICATION:
The CONTRACTOR with the execution of this contract shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, rising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

A. Is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and

B. Is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

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In the performance of this contract, CONTRACTOR agrees to assume liability for doing or failing to do anything that may result in the death of or bodily injury to any person and loss of or damage to any property. CONTRACTOR agrees to provide all necessary safeguards and to take all proper precautions against the occurrence of accidents, injuries or damages to any persons or property and to be responsible for and to indemnify and save harmless the OWNER and ENGINEER from all loss or damage to any or all claims rising by reason of accidents, injuries or damage to any persons, including the employees and agents of the CONTRACTOR, and sub-CONTRACTOR, or the OWNER or any property in connection with work pursuant to this contract, regardless of the degree of supervisory capacity any agent employee of the OWNER might have, and from all fines, penalties or loss incurred by reason of the violation of any law, regulation or ordinance. CONTRACTOR further agrees to defend, at CONTRACTOR'S expense, any and all suits or actions, civil or criminal arising out of such claims or matters.

9-3.18 CONTRACTOR'S LIABILITY INSURANCE:

The CONTRACTOR, at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance types and policies are described in Section 10-3 Paragraph B. of this contract, and are generally described as comprehensive and liability insurance, and automobile insurance.

9-3.19 WORKERS' COMPENSATION INSURANCE:

A. In accordance with Texas Workers' Compensation Commission New Rule 28 TAC *110.110, the following language is required:

1. Definitions:

Certificate of coverage ("certificate")-A copy of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the CONTRACTOR'S/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("SUBCONTRACTOR" in Section 406.096 of the Texas Labor Code) -includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent CONTRACTORS, SUBCONTRACTORS, leasing companies, motor carriers, OWNER-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing

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labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the necessary requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project

3. The CONTRACTOR must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the CONTRACTOR'S current certificate of coverage end during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the governmental entity.

   (a) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificate of coverage showing coverage for all persons providing services on the project; and

   (b) No later than seven days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

7. The CONTRACTOR shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:

   Provide coverage, based on proper reporting of classification codes and payroll

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amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(a) provide to the CONTRACTOR, prior to the person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(c) provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage. If the coverage period shown on the current certificate of coverage ends during the duration of the project.

(d) Obtain from each other person with whom it contracts, and provide to the CONTRACTOR

(1) a certificate of coverage, prior to the other person beginning work on the project

(2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period. If the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR representing to the governmental entity that all employees of the CONTRACTOR who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and

payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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11. The CONTRACTOR'S failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the governmental entity to declare the contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

12. The required notice at the project shall be in text of at least a nineteen (19) point type, with a title in at least thirty (30) point type, and shall contain the following text, in English and Spanish:

REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

Call the Texas Workers; Compensation Commission at 512-440-3789 to receive information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

9-3.20 CERTIFICATE OF INSURANCE:

Before commencing any work, CONTRACTOR shall file with OWNER valid Certificates of Insurance, from an Insurance Company with a rating of A or higher in the current Best's Key Rating Guide and acceptable to the OWNER and the ENGINEER.

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9-4 PROCESSION AND PROGRESS

9-4.01 TIME AND ORDER OF COMPLETION:

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such time and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction: provided, however, that the order and the time of prosecution shall be such that the work shall be completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflicts will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

9-4.02 EXTENSION OF TIME:

Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other CONTRACTORs employed by the OWNER or by changes ordered in the work, or by strikes, lockouts, fires and unusual delays by common carriers, or unavoidable causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension, to be determined by the ENGINEER, provided however, that the CONTRACTOR shall give the ENGINEER notice in writing of the cause of such delay within thirty (30) days of the event. The OWNER shall have thirty (30) days from the time the CONTRACTOR submits his request for the extension of time to respond in writing as to the approval or denial.

If the extension is denied, the requirement for Failure to Complete Work on Time will be enforced as specified in the contract. Refer to Section 10 Item 6 for outline of Project Construction Schedule and Section 10 Item 23 for Failure to Complete Work on Time.

9-4.03 HINDRANCES AND DELAYS:

The CONTRACTOR shall make no claims for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by the OWNER; the OWNER shall pay such stoppage of said work to CONTRACTOR.

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9-5 MEASUREMENT AND PAYMENT

9-5.01 QUANTITIES AND MEASUREMENTS:
No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

9-5.02 ESTIMATED QUANTITIES:
This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR, agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as twenty-five (25%) percent more than or twenty-five (25%) percent less than the estimated or contemplated quantity for such items, then either party to this Agreement upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty-five (25%) percent of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item included in the proposal that has a total cost equal to or greater than five (5) percent of the NOT TO EXCEED TOTAL AMOUNT OF BID or any item that exceeds twenty-five thousand dollars ($25,000).

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work."

9-5.03 PRICE OF WORK:
In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

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9-5.04 PARTIAL PAYMENTS:

Except as otherwise provided by the Contract, between the 25th day and the last day of each month the CONTRACTOR shall make an estimate of the value of the work done during the month under the specifications. The CONTRACTOR shall prepare the estimate on a form approved by the ENGINEER. The CONTRACTOR shall forward the estimate required above to the OWNER or ENGINEER by not later than the last day of the month. The monthly estimate may include acceptable nonperishable materials delivered to and stored at the work site or a storage facility accessible to the OWNER; payment for such stored materials shall be allowed on the same percentage basis of the value as provided hereinafter. The monthly estimate shall also provide such supporting documentation as the ENGINEER or the other applicable provisions of the specifications may require. The OWNER shall verify that the CONTRACTOR'S estimate matches the total value of work done and acceptable non-perishable materials delivered to the work site or storage facility, based upon the bid proposal prices and quantities measured or verified by OWNER. In the event of a discrepancy between quantities of work as shown in the CONTRACTOR'S estimate and measured quantities as shown in the OWNER'S verification, the OWNER'S determination or measurement shall be final, and the CONTRACTOR'S estimate shall be adjusted to reflect the quantities of work as shown by the OWNER'S verification. Payment shall be made by OWNER about thirty (30) days after receipt of the estimate from CONTRACTOR. The payment shall be for the total amount of the approved estimate, less a retainage of ten (10) percent of the completed work for contracts under four hundred thousand ($400,000) dollars or 5% for contracts over four hundred thousand ($400,000) dollars. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault and neglect on the part of the CONTRACTOR and OWNER, then the OWNER may - upon written recommendation of the ENGINEER - pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment." OWNER shall not be liable for interest on any late or delayed payment caused by any claim or dispute, any discrepancy in quantities as described above, any failure to provide supporting documentation or other information required with the estimate or as a precondition to payment under the Contract, or due to any payment the OWNER has a right to withhold under the Contract.

No pay estimate requests shall be considered unless submitted with the following items as a one complete package:

- **Updated Construction Schedule**
- **SWPPP Reports (Storm Water Pollution Prevention Program) if required**
- **Passing test reports**
- **Updated As-built drawing reviewed by City Inspector**

Note: A check list of these items shall be accompanied by a given pay estimate and shall be initialed by the City Inspector prior to processing. (Please see Attachment 1 of these bid documents).

The CONTRACTOR shall submit to the Engineer a Schedule of Values for each Lump Sum item of work for review and approval 20 days before the work is scheduled to be performed. The CONTRACTOR shall itemize in the Schedule of Values the actual costs to the CONTRACTOR to perform the various parts of the Lump Sum item work which shall include a reasonable overhead and profit cost item. Partial payment for Lump Sum items shall be made based on the value and percentage of the work in the bid item completed, as approved by the OWNER and as reflected in the Schedule of Values.

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The CONTRACTOR shall furnish to the OWNER such detailed information as OWNER may request to assist in the review of monthly estimates. It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

Items not included in Section 3 of the General Conditions of the Bid Book shall be subsidiary to those items provided under Section 3.

9-5.05 USE OF COMPLETED PORTIONS:

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire project or such portions may not have expired, such taking possession and use shall not be deemed as acceptance of any work completed in accordance with the Contract documents. If such prior use increases the cost of or delays the project, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

9-5.06 FINAL COMPLETION AND ACCEPTANCE:

After the CONTRACTOR has given the ENGINEER written notice that the work has been completed, the ENGINEER and the OWNER shall inspect such work; if the work is found to be satisfactorily completed in accordance with the Contract Documents, the ENGINEER shall notify the OWNER to start processing project final reconciliation documents. After these documents have been executed by all parties, it shall be the duty of the OWNER to issue a letter of acceptance within 10 days from the date when final reconciliation documents have been executed or advise the CONTRACTOR in writing of the reason for non-acceptance.

9-5.07 FINAL PAYMENT:

Upon notification by the CONTRACTOR of the completion of the project, the ENGINEER shall proceed to make final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of this agreement and certify the same to the OWNER with the "CONTRACTOR'S Affidavit of Final Payment and Release" as in Appendix "C". The balance due the CONTRACTOR, under terms of this Agreement, provided the CONTRACTOR has fully performed contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Letter of Acceptance nor the final payment nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty, which may be required.

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9-5.08 PAYMENT WITHHELD:
The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

A. Defective work not remedied.
B. Claims filed or reasonable evidence indicating probably filing of claims.
C. Failure of the CONTRACTOR to make payment properly to sub-CONTRACTORs or for material or labor.
D. Damage to another CONTRACTOR.
E. Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
F. Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

9-5.09 DELAYED PAYMENTS:
Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, the OWNER shall be re-notified in writing to pay the CONTRACTOR with copy of the invoice. In the event payment not be promptly made, as provided under "Partial Payments," to the CONTRACTOR at any time thereafter the CONTRACTOR may treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payment Withheld."

9-5.10 MATERIALS ON HAND:
The OWNER shall determine and specify in the bid documents which items (if any) warrant materials on-hand consideration. Only Approved Materials purchased and stored more than thirty days before use may be considered for materials on hand. Prior to the reimbursement of Materials On-Hand, the CONTRACTOR shall furnish the OWNER with PAID INVOICES for such materials including other supporting documents the OWNER may deem necessary. Upon receipt of such invoices, the OWNER will revise the corresponding pay items to reflect a line item for labor and another for material. The total price of these two line items shall equal the total price of the whole item. The maximum material unit cost shall not exceed 60% of the total unit price of labor and material.

The CONTRACTOR shall have complete fiscal responsibility as to the safety of the materials on-hand including storage costs and shall protect such materials against theft and other calamities. CONTRACTOR shall make arrangements for the storage of the materials on-hand with installation made in a timely manner. Legitimate Citizens' Complaints shall be accommodated by the CONTRACTOR.

Measurement and Payment for labor costs of such materials shall be made as materials are consumed. Measurement and payment for both material and labor Cost shall be made according to section 9-2.03 (Payment for Work) and section 9-5 (Measurement and Payment) of the bid documents.

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9-6 EXTRA WORK AND CLAIMS

9-6.01 CHANGE ORDERS:

Without invalidating this Agreement, the OWNER may, at any time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for "Extra Work", Item 9-6.04, and any change in contract time, which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may, in writing, instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for "Extra Work", Item 9-6.04, involved therein, as hereinafter provided.

9-6.02 MINOR CHANGES:

The ENGINEER may authorize minor changes in the work by field order not inconsistent with the overall intent of the Contract documents and not involving an increase in Contract price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Change Order.

In such case, the CONTRACTOR, by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Change Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract price shall be made prior to beginning the work covered by the proposed change.

9-6.03 VARIANCE FROM SPECIFIC COMPLIANCE:

The CONTRACTOR may seek a change order allowing variance from specific requirements of the contract documents in situations where portions of the project are already on hand, constructed or installed and found to be at variance with specific contract requirements and where destructive removal or similar radical measures are the only way to obtain specific compliance. In such event, the CONTRACTOR shall, at his own expense, secure services of a Texas Licensed Professional Engineer other than the "ENGINEER" to analyze, test, study and otherwise evaluate the circumstances and to summarize his findings, recommendations and conclusions in writing under his professional engineer's seal. CONTRACTOR shall submit such summary to ENGINEER, along with his request either for: (1) Full acceptance of the variance "as is", if it is conclusive in the opinion of the ONNER and ENGINEER that the finished product fully meets the intended purpose and use and is not generally diminished in quality, or; (2) Proposed modifications to render the item acceptable, or; (3) Proposed price credit to be allowed provided the item is acceptable for its intended use, even though of measurably diminished quality, (or combinations thereof). ENGINEER shall review such information and submit to OWNER with comments, and a change order shall be executed if both CONTRACTOR and OWNER mutually agree upon the matter.

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All minimum specifications in terms of specified concrete strength and depth SHALL be met. No variances shall be allowed. Any deficiency shall be proved, removed and replaced.

9-6.04 EXTRA WORK:

It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)-By agreed unit prices; or
Method (B)-By agreed lump sum; or
Method (C)-If neither Method (A) nor Method (B) will be agreed upon before the Extra work is commenced, the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals or machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and, a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. "Actual Field Cost" shall not include any "Idle" or "Stand-By" times for equipment or personnel that is not engaged in, and/or standing by to do additional work on the specific extra work items. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment OWNERship Expense adopted by the Associated General CONTRACTORs of America. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) percent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra work.

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Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

It is further provided hereby that when "Method (C) is applicable, regardless of what form of accounting is used to record "Actual Field Costs", they shall be kept current on a day to day basis and available for daily inspection or copying by the OWNER or ENGINEER. Unnecessary delays in recording cost items shall be cause for disallowing them for payment.

9-6.05 ARBITRATION:

There are no provisions for "Arbitration" in this contract.

9-6.06 TIME OF FILING CLAIMS:

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order, instruction or any event to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. It is further agreed that final acceptance of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract documents.

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9-7 ABANDONMENT OF CONTRACT

9-7.01 ABANDONMENT BY CONTRACTOR:

The work or any portion of the work under contract shall be suspended immediately on written order of the OWNER declaring the CONTRACTOR to be in default. A copy of such notice shall be served on the CONTRACTOR'S Surety. The contract may be terminated by the OWNER for any good cause or causes, among others of which special reference is made to the following:

A. Failure of the CONTRACTOR to start the work within ten (10) days from date specified in the written work order issued by the OWNER to begin the work;

B. Substantial evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;

C. Failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the work;

D. Substantial evidence or notification that the CONTRACTOR has abandoned the work or discontinuance of the performance of the work or any part thereof and failure to resume performance within a reasonable time after notice to do so;

E. Substantial evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the work;

F. Deliberate failure on the part of the CONTRACTOR to observe any requirements of these specifications or to comply with any orders given by the ENGINEER as provided for in these specifications;

G. Failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;

H. Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under contract;

I. Repeated and flagrant violations of safe working procedures;

J. The filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the work.

K. Failure of the CONTRACTOR to maintain proper financial responsibility and to maintain the required bonding, insurance or payments to suppliers and SUBCONTRACTORS.

L. Failure of the CONTRACTOR to provide a Full Time Superintendent and Backup Superintendent.

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When the work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the work or such part thereof as the OWNER shall designate, whereupon the Surety may either at its option assume the contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon the CONTRACTOR and upon the Surety or its authorized agents. The Surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the contract, but in no event shall such payments exceed the contract amount, regardless of the cost to the Surety to complete the work.

All monies remaining due the CONTRACTOR at the time of their default shall thereupon become due and payable to the Surety as the work progresses, subject to all terms of the contract. In case the Surety does not, within the hereinabove specified time, exercise its obligation to assume the contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, then the OWNER shall have the power to complete by contract or otherwise, as it may determine, the work herein described or such part thereof as it may deem necessary; and the CONTRACTOR hereto agrees that the OWNER shall have the right to take possession of or use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the CONTRACTOR for the purpose of their work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due the CONTRACTOR under and by virtue of the contract or any part thereof.

The OWNER shall not be required to obtain the lowest bid for the work of completing the contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the CONTRACTOR, then in such case the OWNER may pay the CONTRACTOR the difference in the cost, provided that the CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the CONTRACTOR, the CONTRACTOR and their Surety shall pay the amount of the excess to the OWNER on notice from the OWNER for excess due including any costs incurred by the OWNER, such as inspection, legal fees and liquidated damages. When any particular part of the work is being carried on by the OWNER by contract or otherwise under the provisions of this section, the CONTRACTOR shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by the OWNER or Surety.

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9-7.02 ABANDONMENT BY OWNER:

In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that would have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR, (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all extra work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR, under the terms of this Agreement.

9-7.03 WAIVER OF ATTORNEY'S FEES:

CONTRACTOR and the OWNER expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees, regardless of the outcome of the litigation.

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SECTION 10

SPECIAL CONDITIONS

10-1 General
10-2 Project Maintenance
10-3 Bonds and Insurance
10-4 Permits and Licenses
10-5 Addenda
10-6 Project Construction Schedule
10-7 Boundaries of Work
10-8 Examination of Project Sight
10-9 Protection of Site
10-10 Location and Protection of Existing Structures and Utilities
10-11 Property Lines and Monuments
10-12 Barricades and Danger Signals
10-13 Water for Construction
10-14 Competent Workmen
10-15 Sheeting, Shoring and Bracing
10-16 Materials and Equipment
10-17 Materials and Batch Design Submitted for Approval
10-18 Testing of Materials
10-18-A Materials Testing Policies
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10-20 Materials and Workmanship
10-21 Storage
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10-26 Construction in Public Roads and Private Drives
10-27-A Project Clean-up
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10-28 General Notes
10-29 Omitted
10-30 Specifications

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SPECIAL CONDITIONS OF AGREEMENT

The purpose of the Special Conditions is to clarify the Technical Specifications and the Standard Specifications and adapt them to this particular contract as follows:

10-1 GENERAL:

The work covered by these specifications is located in the City of Celina, Texas, and consists of 2017 STREET IMPROVEMENTS

10-2 PROJECT MAINTENANCE:

The CONTRACTOR shall maintain and keep in good repair the improvements covered by these plans and specifications during the life of his contract and for a period of two years after completion and acceptance of the project by the City of Celina.

During such time he shall, at his own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and renewals or shall perform such work or reconstruction as may be necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials in any part of the work performed by him.

Notice to the CONTRACTOR that repairs, renewals or reconstruction is required under this provision of the specifications may be made in the form of a registered letter, signed by the OWNER or his ENGINEER, addressed to the CONTRACTOR and deposited in the Post Office at Celina, Texas.

The CONTRACTOR is responsible to take immediate action to fix or repair any utility outage or hazardous condition due to construction failure within four (4) hours after notification. In case the CONTRACTOR is not able to fulfill this responsibility, the City will take the necessary action to correct the problem. The cost of such action(s) will be paid by CONTRACTOR.

10-3 BONDS AND INSURANCE:

A. BONDS

1. A Performance Bond in the amount of the total bid price must be attached. This bond shall be executed by the CONTRACTOR as Principal and by a corporate surety such as an insurance company or bonding company. No individual surety will be accepted.

2. A Payment bond providing for payment of all claimants supplying labor and/or material and/or SUBCONTRACTORS.

   A Power of Attorney for the Attorney-in-Fact who signs for the surety must be attached.

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3. Maintenance Bond in the amount of one hundred (100%) percent of the total bid price must be attached. This bond secures maintenance of the improvements by the City. It shall be executed by the CONTRACTOR as Principal and by a corporate surety such as an insurance company or a bonding company. No individual surety will be accepted. A Power of Attorney for the Attorney-in Fact who signs for the surety must be attached. All bonds shall be by a company acceptable to the City. The companies shall be adequately capitalized and is an insurance company admitted in Texas. If not an insurance company, it shall have sufficient assets bonded in Texas, as shown by affidavit, to satisfy any judgments which may be taken.

B. INSURANCE

1. **COMMERCIAL GENERAL AND COMPREHENSIVE GENERAL INSURANCE:**

It is understood and agreed as a part of this contract that the CONTRACTOR shall indemnify, save and hold the City harmless from any and all claims, demands or damages which result from any injury, loss or liability as a result of CONTRACTOR'S performance of this contract, including any for which it might be contended that the City is negligent. In that regard CONTRACTOR shall carry:

COMPREHENSIVE GENERAL LIABILITY AND CONTRACTOR'S INSURANCE:

LIMITS: COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE
$1,000,000.00 EACH OCCURRENCE
$2,000,000.00 AGGREGATE (PER PROJECT ENDORSEMENT)
(PER LOCATION ENDORSEMENT)

AUTOMOBILE LIABILITY:

LIMITS: COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE - $1,000,000.00 PER OCCURRENCE

It is understood that the purpose of the insurance required herein is to cover any liability that may result, not only against the CONTRACTOR but also against the City, as a result of CONTRACTOR'S performance of this contract. Therefore, such insurance shall not include any exclusion, which may be relied upon to cause the City not to be covered. Generally the insurance coverage shall be provided by a company rated A+ or A in the current Best Key Rating Guides.

All insurance other than Worker's Compensation shall be of the occurrence type. The company shall be one acceptable to the OWNER and more specifically shall be adequately capitalized and rated and shall be a company admitted in Texas.

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At the time of the execution of the contract and before commencing work, the CONTRACTOR shall submit to the OWNER a certificate of insurance in favor of the OWNER with a 30-day notice of cancellation, **naming the "City of Celina" as an additional insured** and showing that the CONTRACTOR has the coverage required herein. **All coverage shall include a waiver of subrogation clause in favor of the OWNER.** The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-CONTRACTORs.

2. **WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY:**

CONTRACTOR shall carry Worker's Compensation and Employer's Liability.

LIMITS: WORKERS' COMPENSATION STATUTORY EMPLOYER'S LIABILITY - $1,000,000.00 PER OCCURRENCE

Also see **Section 9, Item 3.19** of the "General Conditions of Agreement" in this Bid Book. A certificate of insurance must be attached showing that the CONTRACTOR has coverage providing for payment of benefits as specified by the Worker's Compensation Law of the State of Texas.

10-4 PERMITS AND LICENSES:

Applicable permits and Licenses, as required, to construct the Project will be acquired by the OWNER. Obtaining any other special licenses and permits required shall be the responsibility of the CONTRACTOR unless specifically provided otherwise in the Contract Documents.

10-5 ADDENDA:

The OWNER reserves the right to issue addenda to these Special Provisions prior to accepting bids for the work. Such addenda shall be and are hereby made a part of these specifications. Upon receipt of the addenda, the CONTRACTOR shall acknowledge their receipt by listing the addenda and signing the appropriate spaces in the proposal.

10-6 PROJECT CONSTRUCTION SCHEDULE:

The CONTRACTOR shall provide a detailed construction schedule within the allotted time period for the City's review and approval prior to commencing construction. The CONTRACTOR shall then review the updated construction schedule with the ENGINEER at the time of the monthly partial payment submittal. Failure of the CONTRACTOR to maintain the updated construction schedule shall be grounds for the withholding of that month's partial payment submittal until the updated monthly schedule is properly updated and reviewed. The format for the construction schedule is to be a bar chart with individual major items of work (i.e. Start Construction, Traffic Control, Cleaning & Grubbing, Pavement Removal, Excavation, Install Storm Drain, Install Sanitary Sewer Main, Install Water Main, Main Testing, Subgrade Stabilization, Paving, Pavement Repair, Sodding/Seeding, Clean-up, Complete Construction and other items to be included/deleted as required). A project with multiple locations shall include the individual major items of work being performed at each location. Each item shall include a start and finish date along with the duration in calendar days. The critical path is to be shown along with all work being performed simultaneously. Each month, the CONTRACTOR shall also report the percentage of construction completed and identify the items that are ahead of schedule or delayed.

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The CONTRACTOR shall factor into the schedule an average of six point seven (6.7) days per month for inclement weather for down time. The CONTRACTOR shall monitor actual inclement weather days and shall track the down time with the monthly invoices for the OWNER'S review and approval. Should the schedule fall behind, the CONTRACTOR shall submit a written request of additional calendar days in a timely manner including the cumulated documentation supporting such a request.

Refer to Section 9 Item 4.02 for procedures on how to file for Extension of Time and Section 10 Item 23 for Failure to Complete Work on Time.

10-7 BOUNDARIES OF WORK:

The OWNER will provide land, easements, and rights-of-way for the work specified in this contract and make suitable provisions for ingress and egress, and the CONTRACTOR shall not enter on or occupy with workers, tools, equipment or material any ground outside the property of the OWNER without the written consent of the Private or Public OWNER of such ground. Other CONTRACTORs and employees or agents of the OWNER may, for all necessary purposes, enter upon the work and premises used by the CONTRACTOR, and the CONTRACTOR shall conduct work so as not to impede unnecessarily any work being done by others on or adjacent to the site.

The sites involved will be assumed to encompass at least the minimum areas needed to complete the work, but this does not necessarily mean that all trenches or other excavations can be back-sloped without bracing or shoring.

The CONTRACTOR shall investigate the site and satisfy himself that the proposed easements and sites are adequate for the construction of the Project and at the price bid. Before beginning construction in areas of public dedication, the CONTRACTOR shall inform the agency having jurisdiction in the area seventy-two (72) hours prior to initiation of the work.

If the site furnished by the OWNER is not large enough for the storage of materials, the CONTRACTOR shall furnish additional space as required at the CONTRACTORS' own expense.

10-8 EXAMINATION OF PROJECT SITE:

Prospective bidders shall make a careful examination of the site of the project; soil and water conditions to be encountered; improvements to be protected; disposal site for surplus material not designated to be salvage materials, and as to method of providing ingress and egress to private properties.

10-9 PROTECTION OF SITE:

The CONTRACTOR shall protect all structures, walks, pipelines, sprinkler systems, trees, shrubbery, lawns and other improvements during the progress of his work, and shall remove from the site all debris and unused materials at the CONTRACTORS' expense.

10-10 LOCATION AND PROTECTION OF EXISTING STRUCTURES AND UTILITIES:

In the preparation of plans and specifications, the ENGINEER has endeavored to indicate the location of existing underground utility lines, which are known to the ENGINEER. No attempt has been made to show minor lines or service lines; however, it is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of the construction, the CONTRACTOR shall communicate with the local representative of the utility companies, including, but not limited to, Gas Company, Telephone Company, Electric Company, Cable Company, and any other public and private utility companies, and advise said

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representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. The CONTRACTOR shall uncover and determine the elevation and location of all conflicts well ahead of the excavation.

Where excavation endangers adjacent structures and utilities, the CONTRACTOR shall, at his own expense, carefully support and protect all such structures and/or utilities so that there will be no failure or settlement. Where it is necessary to move services, poles, guy wires, pipelines, or other obstructions, the CONTRACTOR shall notify and cooperate with the utility OWNER.

In case damage to any existing structure or utility occurs, whether failure or settlement, the CONTRACTOR shall restore the structure or utility to its original condition and position without compensation from the OWNER. All costs of temporarily or permanently relocating the conflicting utilities shall be borne by the CONTRACTOR without extra compensation from the OWNER.

Prior to commencing construction, the ENGINEER shall furnish the utility OWNERs of such known utilities with copies of the plans showing the proposed construction. As the construction commences and progresses, it shall be the CONTRACTOR'S responsibility to make arrangements with the utility OWNERs of such utilities to uncover them or otherwise confirm their location if there appears to be any probability of conflict with the facility under construction. The cost of uncovering and locating such utilities shall be borne by the CONTRACTOR unless the utility company involved takes care of it or unless payment to the CONTRACTOR for such work is specifically provided in the Contract Documents.

If any such existing utilities are in direct physical conflict with the facilities being constructed, the CONTRACTOR will be compensated for extra work if approved by the OWNER the CONTRACTOR is required to perform to resolve such conflict; however, he will not be allowed extra compensation on the basis of inconveniences resulting from working near such utilities that are close to, but not in direct conflict with the project. The CONTRACTOR shall also be responsible for notifying the OWNER of such utility of any damages resulting from work by the CONTRACTOR and such utilities shall be considered to be "Adjoining Property" subject to the provisions of Section 9, Item 3.12 of the General Conditions.

10-11 PROPERTY LINES AND MONUMENTS:

The CONTRACTOR shall protect all property corner markers and when such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the CONTRACTOR by a Surveyor Registered in the State of Texas.

10-12 BARRICADES AND DANGER SIGNALS:

Where the work is carried on in or adjacent to any street, alley or public place, the CONTRACTOR shall furnish, erect, maintain, and remove such barricades, fences, lights, control signs and other danger signals; shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall conform to the **Texas Manual on Uniform Traffic Control Devices**, Latest Edition. From sunset to sunrise, the CONTRACTOR shall furnish and maintain sufficient lights at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction.

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The CONTRACTOR shall furnish watchmen in sufficient number to protect the work. All items associated with traffic control shall be included at no extra pay unless specified otherwise in the Contract Documents.

The CONTRACTOR must notify the City's Traffic Control Division at (972) 237-8556 prior to the removal and/or installation of permanent signs.

The CONTRACTOR will be held responsible for all damage to the work due to the failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the ENGINEER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs and lights and for providing watchmen shall not cease until the OWNER has accepted the project.

10-13 WATER FOR CONSTRUCTION:

At no expense of the CONTRACTOR, the water required for testing and construction may be obtained by the CONTRACTOR from the water system of the OWNER by making arrangements with the City of Celina's Public Works Department (972-382-2682). A deposit for the temporary meter will be required by OWNER.

10-14 COMPETENT WORKMEN:

The CONTRACTOR shall employ only competent workmen for the execution of his work and all such work shall be performed under the direct supervision of an experienced superintendent.

The Engineer shall have the right to have the Superintendent furnished by the CONTRACTOR removed pursuant to the contract documents if, in the Engineer's sole judgment, such superintendent is not fulfilling his obligations under this contract, including, but not limited to, said superintendent's failure or inability to property interpret and implement the plans and the specifications, to effectively expedite the work and supervise all employees utilized in connection therewith, to ensure adequate communication with, and a minimum inconvenience to, the public, or to cooperate with utilities, railroads, other CONTRACTORs or agencies working on the project or near the project. Failure of the CONTRACTOR to replace the superintendent when requested by the Engineer shall be cause for the OWNER to withhold partial payments.

10-15 SHEETING, SHORING AND BRACING:

The CONTRACTOR shall abide by all applicable federal, state and local laws governing excavation. Trench side slopes shall meet Occupational Safety and Health Administration (OSHA) standards that are in effect at the time of Bid Opening. Sheeting, shoring and bracing shall be required when side slope standards are not met. A trench box, meeting OSHA standards, will be acceptable. The low bidder shall submit detailed plans and specifications for trench safety systems that meet OSHA standards that are in effect at the time of Bid Opening for all trench excavation regardless of depth. These plans shall be sealed by an ENGINEER registered by the State of Texas and submitted to the City prior to formal execution of the contract. Work under this paragraph will be paid by the bid item in the appropriate item of the Contract Specification: SHEETING, SHORING AND BRACING and paid for based on the linear feet of trench excavation.

Note: All interested CONTRACTORs must attend the pre-bidder's meeting, set for in this Bid Book.

10-16 MATERIALS AND EQUIPMENT:

A – The CONTRACTOR shall furnish all new materials as shown on the plans and required by the specifications.

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B – The CONTRACTOR shall be free to obtain the approved materials, equipment and articles from sources of its own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the work, the OWNER shall have the right to require the original source of supply changed by the CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract documents and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be promptly repaired or replaced by the CONTRACTOR at the CONTRACTOR'S sole cost upon demand of the OWNER. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

C - All construction equipment and vehicles incorporated in the project shall bear the CONTRACTOR's name and phone number in 3" lettering.

10-17 MATERIALS AND BATCH DESIGN SUBMITTED FOR APPROVAL:

The CONTRACTOR shall submit for the approval of the ENGINEER, prior to commencing work, concrete batch design mixes to be used in all structural concrete, showing by weight and proportion each of cement, fine aggregate, and course aggregate and water to obtain a concrete of proper consistency, density and workability.

10-18 TESTING OF MATERIALS:

The Contractor shall provide backfill, density and concrete testing for all capital improvement projects unless specified otherwise. The City must approve the materials testing firm selected by the contractor.

The CONTRACTOR shall be responsible for notifying the City's testing firm at least 24 hours prior to any required testing.

The CONTRACTOR shall coordinate all testing activities with the City and its inspector and shall facilitate testing firm staff throughout the construction period. The inspector shall be present during all testing. All pipe, fittings, and other construction materials shall be inspected for defects and conformance to City of Celina Standards prior to placement.

All testing results will be submitted to the CONTRACTOR & OWNER within 5 days of testing.

The City shall make final decision as to the validity of all testing results.

The CONTRACTOR shall be responsible for ensuring that materials to be tested are in compliance with all plans and specifications prior to testing. All materials found not to be in compliance with the plans and specifications before and after testing shall be removed and replaced at the CONTRCTORS expense.

All costs associated with the retesting of work that fails to meet the specifications required in the contract documents shall be borne by the CONTRACTOR and further shall be withheld from pay requests submitted by the CONTRACTOR, based on the City's cost with no additional mark-up.

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10-18-A MATERIALS TESTING POLICIES:

Inspector must be notified 24 hours prior to any testing. Failure to notify Inspector will result in rejection of test results and material being retested. Inspector should be present during all testing. All pipe, fittings, and other construction materials shall be inspected for defects and conformance to City of Celina Standards prior to placement. Testing shall following procedures outlined in City of Celina General Note #6.

10-19 REJECTED MATERIALS:

All materials which have been rejected or condemned by the inspector shall be immediately removed from the work site at the CONTRACTOR'S expense.

10-20 MATERIALS AND WORKMANSHIP:

No material which has been used by the CONTRACTOR for any temporary purpose whatsoever is to be incorporated in the permanent structure.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are used, they shall be understood to mean that the item referred to shall be proper, the equivalent of or equal to some other item in the opinion or judgment of the ENGINEER. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specification in connection with a material, manufactured article or process, unless a substitute shall be approved in writing by the ENGINEER, the ENGINEER shall have the right to require the use of such specifically designated material, article or process.

10-21 STORAGE:

Materials delivered to the site of the work in advance of their use shall be stored so as to cause the least inconvenience to the public, and in a manner satisfactory to the ENGINEER.

Cement shall be stored in a suitable weather tight building, which will protect the cement from dampness. The handling and storage of aggregate shall be done in such manner as to prevent intrusion of foreign materials and segregation of sizes, and shall preferably be stored on wooden platforms, metal sheets or similar material. If stored on the ground, the sites of the stockpiles shall be grubbed clean of all vegetation and leveled off, and the bottom six inch layer of aggregate shall not be disturbed and shall not be used in the work.

10-22 BATCH PLANT REQUIREMENTS:

The CONTRACTOR shall comply with the City of Celina Requirements:

Permits:

A permit for concrete, asphalt or any other type plant established for mixing materials for paving or building may be granted for a temporary period of time by the Director of Public Works.
(Ord. No. 4135, § 1, 4-7-87)

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Applications:
Any person, firm or corporation who desires to establish a temporary batching plant shall file an application for a permit with the director of public works together with the minimum requirements set forth in section 7-174 of the UCD and such other information the director of public works may require.

Minimum Requirements:
As a minimum, each application shall contain the name of the applicant, a map showing the proposed location of the plant, project to which the plant relates, period of time requested, and a permit exemption granted by the Texas Air Control Board.

Time limit:
Temporary batch plant permits will be issued for a project by the director of Public Works upon request of the applicant and the filing of an application and fee meeting the requirements of this article. The duration of such permits shall be for a period of six (6) months or until the completion of the project, whichever occurs sooner. In the event that a project should take longer than six (6) months to complete, the applicant may apply for and receive an extension on his temporary batch plant permit, such extension to last for a period of six (6) months or until the completion of the project, whichever occurs sooner. As many extensions as are necessary may be granted to the applicant to complete the project.

Public notice:
Each permit application and extension shall be publicly advertised in the local newspaper to provide a minimum of ten (10) days for public review and comment. The director of public works shall consider all public comment prior to approving or denying the permit application.

Fee:
The fee for processing an application for a temporary batch plant shall be three hundred fifty dollars ($350.00) payable upon filing the application. In the event that an extension of the temporary batch plant permit should be sought, the fee for such extension shall be one hundred dollars ($100.00). The fee for each follow-on extension of the temporary batch plant permit after the original extension of the temporary batch plant permit shall be one hundred dollars ($100.00). CONTRACTOR shall pay the fees.

10-23 FAILURE TO COMPLETE WORK ON TIME:

If the CONTRACTOR fails to complete the contract in the number of calendar days bid or the calendar date specified in the Proposal, the time charge will be made for each calendar day thereafter.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each calendar day under the conditions described in the preceding paragraph that any work shall remain incomplete after the expiration of the calendar days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the CONTRACTOR, not as a penalty, but as liquidated damages for the added expense of engineering and inspection involvement:

FOR AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
$25,000 or less	$ 100
$25,001 to $100,000	$ 160
$100,001 to $1,000,000	$ 240
More than $1,000,000	$ 500

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

In the alternative, if the actual damages are capable of being determined, those damages shall be deducted from the amounts due CONTRACTOR instead of the liquidated damages amount, and a notation of such damages shall be made at the time of payment, if not agreed upon earlier.

Refer to Section 9 Item 4.02 for procedures on how to file for Extension of Time.

10-24 Deleted.

10-25 Deleted

10-26 CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES:

No public road shall be entirely closed unless approved otherwise. It shall be the responsibility and at the expense of the CONTRACTOR to build and maintain all weather by-passes and detours that might be required on and across the roads involved in the work included in this Contract at no extra pay.

Throughout the entire construction, the CONTRACTOR shall conduct his operations in such a manner that those requiring access to property adjacent to the construction shall be caused a minimum of inconvenience, and all drives shall be placed to a usable condition as soon as practicable. Property OWNERs or tenants of property where access and/or entrance drives are located shall be notified at least eight (8) hours prior to the time that the construction will be started at their driveways or entrances.

10-27-A PROJECT CLEAN-UP:

The CONTRACTOR shall be aware that keeping the project site I a neat and orderly condition is considered an integral part of the contracted work and as such shall be considered subsidiary to the appropriate bid items. Clean up work shall be done as directed by the Engineer as the work progresses or as needed. If, in the opinion of the Engineer it is necessary, clean-up shall be done on a daily basis.

Clean up work shall include, but not be limited to:

(1) Removing the trash, paper, rubbish and debris resulting from operations
(2) Sweeping streets clean of dirt or debris
(3) Alleviating any dust nuisance in the work area
(4) Storing excess material in appropriate and organized manner
(5) Keeping trash of any kind off of residents' property

If the Engineer does not feel that the jobsite has been kept in an orderly condition, on the next estimate payment (and all subsequent payments until completed) of the appropriate bid item(s) **will be reduced by 25%.**

Upon completion of the work and before final acceptance and final payment shall be made, the CONTRACTOR shall completely clean and remove from the site of the work all equipment, construction materials, surplus and discarded materials, temporary structures and debris of every kind. CONTRACTOR shall leave the site of the work in a neat and orderly condition equal to that which originally existed, or as called for in the Contract documents. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer, and at the CONTRACTOR'S sole cost.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

10-27-B CLEANUP FOR FINAL ACCEPTANCE:

The CONTRACTOR shall make a final cleanup of all parts of the work before final acceptance by the OWNER. This cleanup shall include, among other things, the removal of all objectionable rocks, pieces of concrete and other construction materials, and in general preparing the site of the work in an orderly manner true to original grade and appearance.

Disposal shall not be made on adjacent private or public property without written permission filed with the ENGINEER. If permission is granted by the property OWNERs, the material so disposed of is to be leveled and left in a condition satisfactory to the ENGINEER.

10-28 GENERAL NOTES:

1. All construction shall be in accordance with the latest revision of the North Central Texas Council of Governments "Standard Specifications for Public Works Construction" including the Standard Drawings therein and the City of Celina's addendum thereto. CONTRACTOR shall have at least one set of approved Engineering Plans and Specifications on-site at all times.

2. Before beginning construction, the CONTRACTOR shall prepare a construction sequence schedule. The construction schedule shall be such that there is minimum interference with traffic along or adjacent to the project.

3. Construction may not begin earlier than 7:00 A.M. on weekdays nor continue after dark without permission from the City of Celina. Construction on holidays and Saturday must be approved two days in advance. A fee of $300.00 a day for working on holidays and Saturday will be accessed payable to the city before work is performed. Work may not begin before 8:00 A.M. on holidays and Saturday and work on Sunday is prohibited without special permis¬sion and payment of fees.

4. Utilities shown on the plans were taken from field surveys and information provided by the utility companies. The complete¬ness and the accuracy of this data is not guaranteed.

   The CONTRACTOR is responsible for verifying the location of all underground utilities and structures and protecting them from damage during construction.

   It will be the responsibility of each CONTRACTOR to protect all existing public and private utilities throughout the construction of this project. CONTRACTOR shall contact the appropriate utility companies for line location prior to commencement of construction and shall assume full liability to those companies for any damages caused to their facilities.

DIG TESS	800-DIG-TESS
GCEC-TELECOM	903-482-7274
GCEC-ELECTRIC	903-821-3007
AT&T	972-569-3013
ATMOS ENERGY	972-881-4161
ATMOS ENERGY	214-341-9900
CROSSTEX ENERGY	817-570-6753
ONEOK	903-257-6594
COSERV-ELEC	940-321-7800
COSERV-GAS	940-321-7800
CITY OF CELINA	972-382-2682
TOWN OF PROSPER	972-347-9969

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

MARILEE SUD	972-382-3222
GRANDE	972-410-0583
SUDDEN LINK	469-853-0486

5. Work may not be backfilled or covered until the City has inspected it.

6. Material testing shall be performed by an independent testing laboratory and paid for by the CONTRACTOR. The following material tests shall be provided by the CONTRACTOR:

   a. Embankment - One soil density test shall be performed at each location for each 500 C.Y. of backfill placed.
   b. Pavement Sub grade - One gradation test (where lime stabilized) and one soil density test shall be performed for each 300 linear feet of pavement unless otherwise noted. Gradations must pass 100% through a 1 ¾" sieve and 60% through a #4 sieve.
   c. Utility Trench Backfill - One soil density test shall be performed at 300 feet intervals or as directed by the Inspector.
   d. Concrete Tests:
      (1). Compressive Strength - Four test cylinders shall be taken from a representative portion of the concrete being placed for every 150-cubic yards of concrete pavement placed, but in no case shall less than 2 sets of cylinders be taken from any one day's placement.)
      (2). Air, slump, and temperature tests shall be taken for every set of cylinders made. Concrete with a temperature above 95° F will be rejected.
      (3). Additional cylinders and/or tests may be required at the Inspector's discretion.

The City shall select the location and depth of each soil density test unless otherwise directed.

7. All excavation on the project is unclassified.

8. Temporary erosion control shall be used to minimize the spread of silt and mud from the project on to existing streets, alleys, drainage ways and public and private property. Temporary erosion controls may include silt fences, rock check dams, stabilized construction entrances, straw bales, berms, dikes, swales, strips of undisturbed vegetation, check dams and other methods as required by the City Manager or his representative and shall conform to the Storm Water Quality Best Management Practices for Construction Activities as published by the North Central Texas Council of Governments and the City of Celina Erosion and Sediment Control Manual.

9. Finished slopes on public rights-of-way and easements shall not be steeper than 4:1. All slopes steeper than 6:1 shall be covered with erosion control matting and are hydro mulched and maintained by the CONTRACTOR until grass covers all parts of the slope.

10. Deleted

11. Remove, salvage and replace all street and traffic control signs, which may be damaged by the construction of the project.

12. All trenching and excavation shall be performed in accordance with OSHA standards. Trench safety design will be the responsibility of the CONTRACTOR. CONTRACTOR shall submit a trench safety design approved by a professional engineer to the City for review prior to the start of any underground utility construction.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

10-30 SPECIFICATIONS

Item 1 MOBILIZATION

This item shall govern for the establishment of office and other facilities at the project site and the movement of personnel, construction equipment, project signs, and supplies to the project site or to the vicinity of the project site to enable the Contractor to begin work on the other contract items that will be performed by the Contractor. The maximum bid amount for this item shall not exceed five percent (5%) of the total bid.

Partial payments of the "Lump Sum" bid for mobilization will be as follows. The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for Mobilization.

A. When 1% of the adjusted contract amount for construction items is earned, 50% of the mobilization lump sum bid or 2.5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
B. When 5% of the adjusted contract amount for construction items is earned, 75% of the mobilization lump sum bid or 5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
C. When 10% of the adjusted contract amount for construction items is earned, 90% of the mobilization lump sum bid or 5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
D. When 15% of the adjusted contract amount for construction items is earned, 100% of the mobilization lump sum bid or 5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.

Item 2 TEMPORARY TRAFFIC CONTROL

The contractor shall provide a traffic control plan in accordance with the latest Texas Manual on Uniform Traffic Control Devices (TMUTCD) and submit to the city for approval. This item shall include the furnishing, installation, maintenance and removal of barricades, lights, warning signs, temporary traffic signal controls, temporary pavement markings, and all other necessary traffic control items in accordance with the traffic control plans. The lump sum price shall include all labor, equipment and materials necessary to complete the work.

Item 3 STORM WATER POLLUTION PREVENTION PLAN

This item shall consist of preparing and implementing the Storm Water Pollution Prevention Plan. The Contractor will be required to fill out the certification forms in the SW3P, perform inspections and complete inspection reports, and pay the permit fees for the Notice of Intent (NOI) and a Notice of Termination (NOT) to the Texas Commission on Environmental Quality (TCEQ) with copies to the City prior to any construction. Also, a copy of the NOI shall be posted at the construction site at all times. The lump sum price bid shall be full compensation to complete the work. *SW3P inspection reports shall be included with all pay estimates and payments will be held if not received.*

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Item 4 FLEX BASE (CMP IN PLC)(TYA GR1-2)

Description:
This item shall be for providing Flex Base in areas where additional base will be needed. This shall be constructed in accordance with TxDOT Item 247 in the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Materials:
Refer to TxDOT Item 247.

Measurement:
Refer to TxDOT Item 247.

Payment:
Refer to TxDOT Item 247.

Item 5 CEMENT TREAT (EXIST MATL) (6")

Description:
This item shall be for pulverizing the existing asphalt and 6 (six) to 8 (eight) inches of existing base material, mixing the pulverized asphalt into the base, shaping and compacting the asphalt & base mixture, and cement treating the new base for a depth of 6 (six) inches. This shall be constructed in accordance with TxDOT Item 275 in the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Materials:
Refer to TxDOT Item 275 and the plans.

Measurement:
Refer to TxDOT Item 275. Additional Item 520.

Payment:
Refer to TxDOT Item 275. Additional Item 216.

Item 6 PRIME COAT (MC-30 OR AE-P) (0.25 GAL/SY)

Description:
This item shall be for preparing and treating the existing or newly constructed surface with a bituminous material. This shall be constructed in accordance with TxDOT Item 310 in the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Materials:
Refer to TxDOT Item 310 and the plans. Additional Item 300.

Measurement:
Refer to TxDOT Item 310.

Payment:
Refer to TxDOT Item 310.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Item 7 D-GR HMA(SQ) TY-D PG64-22 (2")

Description:
This item shall be constructing a pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. This shall be constructed in accordance with TxDOT Item 340 in the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Materials:
Refer to TxDOT Item 340 and the plans. Additional Item 300 & 301.

Measurement:
Refer to TxDOT Item 340. Additional Item 520.

Payment:
Refer to TxDOT Item 340.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

10-30 SPECIFICATIONS

Item 1 MOBILIZATION

This item shall govern for the establishment of office and other facilities at the project site and the movement of personnel, construction equipment, project signs, and supplies to the project site or to the vicinity of the project site to enable the Contractor to begin work on the other contract items that will be performed by the Contractor. The maximum bid amount for this item shall not exceed five percent (5%) of the total bid.

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A. When 1% of the adjusted contract amount for construction items is earned, 50% of the mobilization lump sum bid or 2.5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
B. When 5% of the adjusted contract amount for construction items is earned, 75% of the mobilization lump sum bid or 5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
C. When 10% of the adjusted contract amount for construction items is earned, 90% of the mobilization lump sum bid or 5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
D. When 15% of the adjusted contract amount for construction items is earned, 100% of the mobilization lump sum bid or 5% of the total contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.

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The contractor shall provide a traffic control plan in accordance with the latest Texas Manual on Uniform Traffic Control Devices (TMUTCD) and submit to the city for approval. This item shall include the furnishing, installation, maintenance and removal of barricades, lights, warning signs, temporary traffic signal controls, temporary pavement markings, and all other necessary traffic control items in accordance with the traffic control plans. The lump sum price shall include all labor, equipment and materials necessary to complete the work.

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This item shall consist of preparing and implementing the Storm Water Pollution Prevention Plan. The Contractor will be required to fill out the certification forms in the SW3P, perform inspections and complete inspection reports, and pay the permit fees for the Notice of Intent (NOI) and a Notice of Termination (NOT) to the Texas Commission on Environmental Quality (TCEQ) with copies to the City prior to any construction. Also, a copy of the NOI shall be posted at the construction site at all times. The lump sum price bid shall be full compensation to complete the work. *SW3P inspection reports shall be included with all pay estimates and payments will be held if not received.*

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Item 5 CEMENT TREAT (EXIST MATL) (6")

Description:
This item shall be for pulverizing the existing asphalt and 6 (six) to 8 (eight) inches of existing base material, mixing the pulverized asphalt into the base, shaping and compacting the asphalt & base mixture, and cement treating the new base for a depth of 6 (six) inches. This shall be constructed in accordance with TxDOT Item 275 in the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Materials:
Refer to TxDOT Item 275 and the plans.

Measurement:
Refer to TxDOT Item 275. Additional Item 520.

Payment:
Refer to TxDOT Item 275. Additional Item 216.

Item 6 PRIME COAT (MC-30 OR AE-P) (0.25 GAL/SY)

Description:
This item shall be for preparing and treating the existing or newly constructed surface with a bituminous material. This shall be constructed in accordance with TxDOT Item 310 in the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Materials:
Refer to TxDOT Item 310 and the plans. Additional Item 300.

Measurement:
Refer to TxDOT Item 310.

Payment:
Refer to TxDOT Item 310.

Item 7 D-GR HMA(SQ) TY-D PG64-22 (2")

Description:
This item shall be constructing a pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. This shall be constructed in accordance with TxDOT Item 340 in the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Materials:
Refer to TxDOT Item 340 and the plans. Additional Item 300 & 301.

Measurement:
Refer to TxDOT Item 340. Additional Item 520.

Payment:
Refer to TxDOT Item 340.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

APPENDIX "A"
TRAFFIC CONTROL GUIDELINES
& APPLICATION

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

City of Celina
Engineering Department
Temporary Traffic Control Guidelines

General Notes

1. The CONTRACTOR shall provide a proposed Traffic Control Plan in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

2. The CONTRACTOR shall be responsible to maintain all work zone traffic control devices, including signing and barricading, 24-hours a day, until all work is completed.

3. The Inspector shall have the authority to stop all work until the CONTRACTOR provides the proper traffic control for the given conditions.

4. The Inspector shall have the authority to require additional signs, barricades or flagmen if he/she deems necessary.

5. The CONTRACTOR shall give all residence and/or businesses at least 24-hour advanced notice before closing any driveways or alleys. Notice shall be written in both English and Spanish.

6. No roadway shall be completely closed to through traffic without authorization from the City Engineer. The CONTRACTOR shall notify the City's Engineering Department two (2) weeks prior to any requested roadway closure. The Director will then inform all effected agencies including, but not limited to, emergency services agencies, School Districts, US Postal Service, and Celina Garbage and Waste Management.

7. The CONTRACTOR shall place Variable Message Signs (V.M.S.) on roadways to be closed displaying dates and times of closure. The V.M.S. shall be on display for one (1) week prior to the closure of any city roadway. All text and wording displayed on the V.M.S. signs shall be approved by the Transportation Services Department prior to the deployment of the signs.

8. The CONTRACTOR shall maintain a copy of the approved Traffic Control Plan on the job site at all times for the purpose of inspection and to ensure proper implementation.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

CITY OF CELINA TRANSPORTATION SERVICES
TRAFFIC CONTROL PLAN APPLICATION

OFFICE USE ONLY

Date Received:__________________APPROVED: ☐ **DENIED:** ☐

Comments:

Application Approved By:______________________________Date: __________

* *

NATURE OF WORK

☐ Sidewalk ☐ Street Paving ☐ Gas ☐ Electric ☐ Telephone ☐ Water
☐ Storm Sewer ☐ Sanitary Sewer ☐ Street Cut ☐ Street Bore ☐ Subdivision ☐ Fire Hydrant
☐ Meter Vault ☐ Other _

IDENTIFICATION

Project Name: 2017 STREET IMPROVEMENTS
Address:____
Location:____
Beginning Date:______________Estimated Completion Date:____________________

OWNER Name: ______________________________________

Address:____

CONTRACTOR Name:______________________________________
Address:____
Primary Telephone No:________________Secondary Telephone No:____________________ Fax No:
____

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT
Name of Company:______________________________________
Address:____ Primary
Telephone No:____________________Secondary Telephone No: ____________________ Fax No:
____

____________________________________ ____________________________________
Signature Date

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

APPENDIX "B"
DRUG-FREE JOBSITE ON CITY CONSTRUCTION PROJECTS

DRUG-FREE JOBSITE
ON CITY CONSTRUCTION PROJECTS

I. In the interest of job safety and to protect the general public, other CONTRACTORs and the OWNER'S employees from the consequences of accidents that are caused by worker abuse of controlled substances on City construction projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free jobsite, and also certifies that to further this objective it will:

(a) Establish a controlled substance abuse program that will test for controlled substance use by:

(1) Employees utilized by the bidder on this project, as listed in the Prevailing Wage Rate for Municipal Construction, if performance by a person impaired by the effects of a controlled substance, would or could: (i) pose a serious risk of death or personal injury to the employee, fellow employees or other persons in the vicinity; or (ii) compromise the quality of construction in such manner as would impose a significant public safety risk in the use or operation of the City improvement in question;

(2) Employees when there is a reasonable suspicion that an employee is using a controlled substance on the jobsite, or off the jobsite in a manner that affects jobsite performance;

(3) Employees as part of a voluntary drug testing program; or

(4) Employees as part of or as a follow-up to counseling for or rehabilitation from abuse of a controlled substance;

(b) Establish a program that will test an employee utilized by the bidder on this project on any position listed in the Prevailing Wage Rate when there is a reasonable suspicion that the employee is impaired by the effects of alcohol on the jobsite;

(c) Publish a statement notifying employees that the unlawful manufacture, distribution, selling, dispensing, possession or use of a controlled substance is prohibited on the jobsite and specifying the actions that will be taken against employees for violations of such prohibitions;

(d) Establish a drug-free awareness program to inform employees about the dangers of drug abuse on the jobsite, about the bidder's policy regarding a drug-free jobsite, about available counseling and rehabilitation programs, and about the penalties that may be imposed upon employees for drug abuse violations occurring on the jobsite; and

(e) Provide a copy of the statement required by subsection (c) to all employees of the bidder who will be involved in performance of the Contract.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

II. Employees who test positive for controlled substance use in one of the tests conducted pursuant to paragraph I.(a), or who are impaired by the effects of alcohol on the jobsite pursuant to paragraph I.(b), shall be considered unfit for purposes of Item 108.4 (Employees) of the N.C.T.C.O.G. Standard Specifications for Public Works Construction, Latest Edition, as amended.

III. For purposes of Section I. above, the term "controlled substance" means a drug, substance or immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannobinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidene (PCP, Angel Dust), opium, opiates, methodone, cocaine, qualudes, amphetamines, "exotic/designer" drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital, or valium.

IV. The bidder shall be solely responsible for the maintenance and administration of the program required in Section I. above. Nothing in these provisions shall be construed on the OWNER'S part as authorizing, permitting or requiring the bidder to engage in conduct that is in violation of the United States or Texas constitutions, that is otherwise illegal or that otherwise constitutes an unreasonable or unlawful invasion of privacy under Texas or federal law.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

APPENDIX "B" ATTACHMENT A

Drug-Free Workplace Program Certification

A. By submission of its offer, the offeror certifies and agrees that, with respect to the offeror and all employees of the offeror to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the clause of the General Provisions entitled "Drug-Free Workplace Program."

B. Failure of the offeror to have the drug-free workplace program complying with this certification and the clause of the General Provisions entitled "Drug-Free Workplace Program available for City's review and approval as part of City's pre-award responsibility survey will be deemed a lack of responsibility rendering the offeror unqualified and ineligible for award.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

APPENDIX "B" ATTACHMENT B

DRUG-FREE WORKPLACE PROGRAM

A. As used in this clause:

(1) "Alcohol" means ethyl alcohol and any beverage containing ethyl alcohol.

(2) "Controlled substance(s)" means a substance, including a drug and an immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannobinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methadone, cocaine, quaaludes, amphetamines, "exotic/designer" drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital, or valium.

(3) "Drug-free workplace" means a site for the performance of work done in connection with a City construction contract at which employees are prohibited from using alcohol or from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(4) "Employee" means an employee of a CONTRACTOR or SUBCONTRACTOR who may be directly engaged in the performance of work under a City construction contract.

(5) "Reasonable suspicion" means the presence or absence of specific criteria identified in the CONTRACTOR'S drug free workplace program (indicating the possibility that a person is under the influence of alcohol or a controlled substance) as observed by the CONTRACTOR'S supervisory personnel with reasonable training in the identification of such criteria.

B. The program may, at the CONTRACTOR'S discretion, include mandatory employee drug testing under the following circumstances:

(1) As part of or as a follow-up to counseling or rehabilitation for controlled substance use; or

(2) As part of a voluntary employee drug testing program.

C. A random testing procedure to detect the use of alcohol or a controlled substance by employees performing tasks on the project maybe required as part of the CONTRACTOR'S program for the purpose of preventing or deterring hazardous performance.

D. All testing by or on behalf of the CONTRACTOR because of a requirement in a City contract shall be conducted only for employees engaged (or to be engaged) in tasks on the project and only for use of alcohol or a controlled substance and shall be conducted in a manner and under written policies that minimize the intrusion on the employee's privacy and personal dignity. This provision shall not preclude the CONTRACTOR from adding its own additional testing requirements.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

E. The CONTRACTOR shall publish a statement notifying employees that the use of alcohol at the workplace or the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees at any time is prohibited and specifying the actions that will be taken against employees for violations of such prohibition.

F. The program must require each employee who will perform a task on the project, prior to working under a City contract to (i) acknowledge in writing the CONTRACTOR'S drug-free workplace program and (ii) give advance written consent to any drug testing that may be conducted under the CONTRACTOR'S program and the use of test results for decisions related to employment, disciplinary action, or continued employment. The CONTRACTOR will agree, in connection with the employee's consent, that the results of testing for alcohol and controlled substances will not be voluntarily referred to any law enforcement agency. If the CONTRACTOR is subject to a collective bargaining agreement (i) the procedure for obtaining the individual employees' acknowledgment and consent must be consistent with the CONTRACTOR'S obligations under the collective bargaining agreement, and (ii) employees shall have the right to be accompanied by a union representative when any specimen is obtained for testing.

G. The CONTRACTOR will establish a drug-free awareness program to inform its employees about:

(1) The dangers of drug abuse in the workplace;

(2) The CONTRACTOR'S policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees who refuse to submit to required testing and for other violations of the drug-free workplace program including, but not limited to, being unable to remain employed at the workplace until approval to return is obtained from City.

H. The CONTRACTOR'S drug-free workplace program shall, at a minimum, include:

(1) Policies and procedures for specimen collection, chain of custody for specimens, laboratory qualification standards laboratory analysis procedures, quality control requirements, and test result reporting procedures which substantially conform to the material requirements of the Mandatory Guidelines for Federal Workplace Drug testing Programs promulgated by the U.S. Department of Health and Human Services in effect on the date of award of the City construction contract.

Procedures for the CONTRACTOR'S employees to report their use of prescription drugs used in the course of medical treatment or which have been prescribed and authorized for use by a licensed medical practitioner.

(3) The criteria the CONTRACTOR will use for "reasonable suspicion" testing.

(4) The levels of alcohol or controlled substances which will be used in conjunction with a determination that an employee is "under the influence" or is impaired by the effects of "alcohol or controlled substance(s)".

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

I. The CONTRACTOR shall display a notice, prominently placed near each entrance to the workplace, stating that, by entering the premises, persons are consenting to an inspection of themselves and their property including, but not limited to, their clothing, vehicles, briefcases, lunch boxes, tool boxes, purses, and packages.

J. The CONTRACTOR agrees to use its best efforts to establish and maintain a work environment free of use by employees of alcohol or controlled substances through implementation of subparagraphs "B" through "I" of this clause. The CONTRACTOR shall prepare and maintain records in sufficient detail to demonstrate compliance with the requirements of this clause including, but not limited to, certifications from SUBCONTRACTORS and records of drug or alcohol tests conducted during performance of the contract. Such records shall be subject to inspection and audit by City.

K. A Drug-Free Workplace Program Clause identical to this clause (except for changes appropriate for designation of the parties), including this subparagraph "I", will be included in every subcontract entered into in connection with this contract.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

APPENDIX "C"
CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE

FOR: 2017 STREET IMPROVEMENTS

W.O. NO. R11 – 2017 STREET IMPROVEMENTS

THE STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared ("Affiant"), who, after being by duly sworn, deposes and says that he is_____, of a (corporation, partnership, trade name) _____of Collin County, State of Texas (the "CONTRACTOR"), which said CONTRACTOR was awarded the contract dated the day of , for the construction of , **W.O.#** _____(The "Work") for a total consideration of $ _____ _____(_____) to be paid to the said CONTRACTOR (the "Contract"), and that Affiant has full power of authority to make this affidavit.

That THE CITY OF CELINA, TEXAS (the "OWNER") has approved the final estimate on said Work, and that the said CONTRACTOR has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said CONTRACTOR insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the OWNER, the CONTRACTOR hereby accepts the amount of $ ( ) as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the CONTRACTOR may have to pursue claims of any nature against the OWNER arising out of or in any manner connected with the performance of the work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the CONTRACTOR ("SUBCONTRACTORS"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the OWNER. The CONTRACTOR shall defend, hold harmless and indemnify the OWNER from any such claims of such SUBCONTRACTORS. The CONTRACTOR further releases the OWNER from any claim or liability arising from any act or neglect of the OWNER related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE

FOR: 2017 STREET IMPROVEMENTS

C.I.P. #R11 – 2017 STREET IMPROVEMENTS

By:_____
(Affiant)

_____
(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the _____ day of _____, A.D., 20_____.

_____
(Notary Public, in and for the
State of Texas)

By:_____
(Printed Name of Notary)

My Commission Expires _____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Attachment "1"

City of Celina

Check List for Partial & Final Pay Estimates

Project Title: 2017 STREET IMPROVEMENTS

Project Work Order No: R11 – 2017 STREET IMPROVEMENTS

CONTRACTOR Name:_____

CONTRACTOR's Representative:_____

Representative Contact Information:_____

Please check where applicable:

- ☐ Partial Pay Estimate No. _____
- ☐ Final Pay Estimate
  - ☐ Updated Construction Schedule
  - ☐ SWPPP Report (_____Not Applicable)
  - ☐ As-built Drawing Update
  - ☐ Proof of current certificate of insurance.
  - ☐ Test Reports (Please Specify Below)
    - ☐ Density and Moisture Tests (_____Not Applicable)
    - ☐ Water Samples (_____Not Applicable)
    - ☐ Pressure Tests (_____Not Applicable)
    - ☐ Concrete Compressive Strength (_____Not Applicable)
    - ☐ TV Inspection (_____Not Applicable)

Submitted by: _____ Date:_____

Reviewed by:_____ ☐ Recommended for Processing

(City Inspector)

☐ Rejected as noted Above

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Attachment 2
INSPECTION REPORT – Erosion Control

DATE:_____ PROJECT FILE NO.: _____

INSPECTOR:_____ TITLE: _____

REASON FOR INSPECTION: 14 day period/ ½" Rain
(Circle one) 7 day period

PROJECT NAME: _____

SITE CONDITIONS:

EROSION AND SEDIMENTATION CONTROLS	IN CONFORMANCE ?	EFFECTIVE ?
Construction Entrance and Exit	YES / NO / NA	YES / NO
Sediment Traps	YES / NO / NA	YES / NO
Rock Filter Dams	YES / NO / NA	YES / NO
Inlet Protection	YES / NO / NA	YES / NO
Stabilization	YES / NO / NA	YES / NO
Silt Fence	YES / NO / NA	YES / NO
Erosion Control Blankets	YES / NO / NA	YES / NO
Hay Bales	YES / NO / NA	YES / NO
Vegetative Buffer Strips	YES / NO / NA	YES / NO
Other	YES / NO / NA	YES / NO

VIOLATIONS NOTED:

_____

_____

RECOMMENDED REMEDIAL ACTIONS:

_____

_____

COMMENTS:

_____

_____

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

INSPECTOR:_____DATE: _____
Signature: _____
COPY: _____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

ATTACHMENT "4"
Change Order Request Form

TO: Project Engineer _____

FROM: Chief Engineering Inspector _____

DATE: _____

SUBJECT: Change Order Request #_____ Project#_____ Plan #_____

LOCATION:_____ STA: _____

PROJECT NAME: _____

_____

PROJECTCONTRACTOR: _____

Please submit a Change Order for the Following Items:

_____

_____

_____

_____

_____

Reason for Change Order: _____

_____

_____

_____

Inspector: _____

Chief Engineering Inspector: _____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

ATTACHMENT "5"
Request for Information Form (RFI)

CELINA TEXAS EST. 1876

Project Title and W.O

Request for information Form (RFI)

Date: RFI No:		Project Name location:	
To: cc:	Design Engineer (engineer of records) Project manager, Chief inspector, project inspector	Consulting firm or City of Celina City of Celina	(Phone Number) (Phone Number)
From:	CONTRACTOR/Superintendent	CONTRACTOR	(Phone Number)

Requests for Information will be addressed within 24-48 hours and CONTRACTOR will be notified in writing of the decision made or progress underway.

INFORMATION REQUESTED

UTILITY AND LOCATION:
Example: Waterline D Sta 32 + 30

DRAWING/SPECIFICATION PAGE NO.:
Example: 23

EXISTING CONDITION:
Example: Gas line not shown on plans at south end of bore under road.

STATEMENT OF CONCERN:
Example: Gas line in the way

PROPOSED SOLUTION:
Example: **Extend the bore 5′ to the south**

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

RESPONSE:

Agree with solution. We will prepare a change order

By:_____

Attachment: R11-2017 Street Improvements Contract - SPI (1993 : 2017 Street Improvement Project)

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: April 11, 2017
Re: Merritt Erosion - Change Order #1

Action Requested:
Consider and act upon a contract change order by and between the City of Celina and Freese and Nichols, Inc. for the Engineering Design for the Merritt Erosion Project. (Johnson)

Background Information:
Change Order to design the manhole relocation and bank stabilization for the current manhole that is in danger of failure if not addressed. This is for the design and temporary easement acquisition to access the site. The construction of the manhole will need to be funded separately.

Financial Considerations:
Funds are available via stormwater utility fund.

Legal Review:
Attorney has reviewed for content and form

Supporting Documents:
-Change Order Attached

Staff Recommendation:
Approve

Attachment: Merritt Erosion CO1_partially executed (1994 : Merritt Erosion CO1)

FREESE AND NICHOLS

CONTRACT CHANGE AUTHORIZATION #1

Client: City of Celina 142 North Ohio Celina, TX 75009	**FNI Project No.:** CEL16437 **City Project No.:** **Date:** March 20, 2017

Project Description: Doe Branch Fluvial Geomorphic Evaluation

Description of Services Added/Deleted:

- FNI will add the scope of services as outlined in Exhibit A in the Professional Services Contract to relocate an existing manhole outside of the limits of Doe Branch to the Doe Branch Fluvial Geomorphic Evaluation Basic services.

Compensation shall be adjusted as follows:

	Contract Amount	Amendment #1	Revised Total
Basic Services			
Fluvial Geomorphic Evaluation Basic Services (LS)	$27,000.00	$13,000.00	$40,000
TOTAL (Basic)	**$27,000.00**	**$13,000.00**	**$40,000**
Special Services			
Temporary Construction Easements (CPM)		$4,500.00	$4,500.00
Environmental Permitting Evaluation (CPM)		$3,300.00	$3,300.00
TOTAL (Special)		**$7,800.00**	**$7,800.00**

Original Contract	$27,000.00
Amount this Authorization	$20,800.00
Revised Total Contract	$47,800.00

Schedule shall be adjusted as follows:
Schedule is flexible. Project will be ready to bid approximately 30 days following notice to proceed.

The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

☒ This Contract Change Authorization will serve as contract modification.

FREESE AND NICHOLS, INC.:

BY: Ben Nickerson
Barbara Nickerson
Print Name

TITLE: Vice President

DATE: 3/20/17

CITY OF CELINA, TEXAS:

BY: _____

_____
Print Name

TITLE: _____

DATE: _____

L:\Resources\OLCR\

EXHIBIT A

EXHIBIT A
CITY OF CELINA
DOE BRANCH FLUVIAL GEOMORPHIC EVALUATION
SCOPE OF SERVICES
AMENDMENT NO. 1

1. BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT DESCRIPTION AND ASSUMPTIONS
OWNER proposes the following work:

1. Project Description:
   a. Design the removal of an existing manhole and replacement of a new manhole outside of the limits of Doe Branch.

2. Project Assumptions:
   b. 30-inch Sanitary Sewer Line:
      1. The existing manhole in Location 1 will be removed from its current location within the extents of Doe Branch. The existing sanitary sewer line is approximately 15 feet deep in this area and will not be relocated.
      2. A new, cast in place manhole will be installed approximately 250 linear feet downstream of the current manhole to meet current TCEQ requirements.
      3. FNI will obtain elevation shots with a GPS unit in the area of the existing and proposed manhole to determine existing ground elevations, but no detailed survey will be conducted.
      4. Deliverable will include an aerial exhibit, required details for relocation, and bid specifications.
      5. Existing trees will be protected or removed and replaced with same caliper and species if feasible.
      6. No detailed landscaping or irrigation plans will be included. Existing grass will be replaced with hydroseed.
      7. All work will be completed within the existing easement and no additional permanent easements are required. Temporary construction easements will be included as a special service if they are needed to access the construction site.
   c. The additional work per this Amendment will be completed as part of the Doe Branch Fluvial Geomorphic Evaluation contract.

B. DESIGN PHASE (30-inch Sanitary Sewer): FNI shall provide professional services in this phase as follows:

1. Relocate existing manhole outside the limits of Doe Branch.

2. Once the manhole location has been agreed upon by all parties, elevations will be obtained and FNI will prepare exhibits and details for bidding. The following exhibits will be prepared:
   a. Key map (1 sheet)
   b. Removal and Installation location sheet (1 sheet)
   c. Manhole Detail (1 sheet)

Attachment: Merritt Erosion CO1_partially executed (1994 : Merritt Erosion CO1)

EXHIBIT A

3. FNI will submit 100% design for the manhole relocation. Upon approval of 100% design by OWNER, FNI will provide signed exhibits, details, and specifications for bidding.

C. BID PHASE: Upon completion of the Final Design, FNI will proceed with Bid Phase Services.

1. Upload project documents for public viewing/downloading on CivCastUSA. Location, project details, estimated construction cost, scope of work, details for prebid and bidding requirements, contact information for Owner and Engineer. Plans and documents can be downloaded by contractors for their own printing and use or sent to local printer

2. Use Civcast to maintain information on entities that have been downloaded bid documents. Distribute information on plan holders to interested contractors and vendors on request.Use Civcast to answer questions for the project for all plan holders to view on line.

3. Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders through Civcast if necessary.

4. Preliminary Bid Tabulation & Review - Assist City during bid opening, making preliminary tabulation of bids, and review questionnaires and bids for completeness.

5. Qualifications Review - Review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references.

6. Bid Tabulation - Prepare and distribute formal bid tabulation sheets, evaluate bids and make written recommendations to City concerning contract award.

7. Issue Construction Contract Documents - Prepare and distribute conforming (with all addenda posted) six (6) half size (11” x 17”) copies of the construction contract documents. These services will include review of contractor’s bonds, furnishing to the Contractor unsigned construction contract documents, and transmitting the construction contract documents to City for signature and distribution. Conformed drawings will also be provided in electronic format.

D. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services. FNI will endeavor to protect the City in providing these services. However, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. Detailed daily construction inspection will be performed by City's personnel.

1. Assist the City in conducting the pre-construction conference. City shall prepare an agenda for the conference, and prepare and distribute minutes. The pre-construction conference shall include a discussion of the Contractor’s tentative schedules, procedures for transmittal and review of the Contractor’s submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor’s responsibilities for safety and first aid.

Attachment: Merritt Erosion CO1_partially executed (1994 : Merritt Erosion CO1)

EXHIBIT A

2. Review drawings and other data submitted by the Contractor as required by the construction contract documents. FNI's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

3. Prepare record drawings for the project based on information furnished by the Contractors. Provide the City one CD containing the AutoCAD files of the project, one CD containing the pdf's of the project plans and specifications, and one set of "As Record" half size (11"x17") of the project.

2. SPECIAL SERVICES: Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by Tasks A, B, C, and D preceding, which may be performed or arranged for separately by OWNER, or may be added to the ENGINEER's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:

E. Temporary Construction Easement Documents

1. Prepare up to two (2) temporary construction easements to access the existing wastewater line. Easements shall be signed and sealed by a Registered Professional Land Surveyor, currently registered in the State of Texas. The exhibit plat will include the temporary construction easement required for the project. This information will be shown on the exhibit only and not included within the legal descriptions. A draft copy of each easement shall be submitted. After review by the City, Consultant shall incorporate comments as appropriate and submit one final copy of the easements and deeds to the City.

F. Environmental Permitting Evaluation

This scope assumes that the proposed project can be designed and authorized under the terms and conditions of a Nationwide Permit (NWP) without requiring a pre-construction notification (PCN). If it is determined that the project would result in impoundment, restriction, or channelization of the stream; greater than 0.1 acre of permanent impact to the stream; greater than 10 cubic yards of discharge within the stream; or an impact to a special aquatic site, then a PCN submittal to the U.S. Army Corps of Engineers (USACE) for written authorization may be required under Section 404 of the Clean Water Act. A NWP PCN can be provided as an additional service.

1. Gather and Review Existing Information
   FNI environmental scientists will assemble and review data such as aerial photographs, USGS topographic maps, National Wetlands Inventory (NWI) maps, the USGS National Hydrography Dataset (NHD), federally-listed threatened or endangered (T/E) species lists, and soils data within the proposed project area.

2. Prepare Technical Memorandum
   FNI environmental scientists will prepare a memorandum documenting site visit findings (previously conducted as part of Phase 1) and provide an opinion on Section 404 permitting requirements. FNI will recommend what, if any, additional studies are needed and discuss how the proposed project would meet the terms and conditions of a NWP without requiring submittal of a PCN.

3. Coordinate with Texas Historical Commission
   Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advanced consultation with the Texas Historical Commission (THC) according to Section 191.0525(d) of the Antiquities Code of Texas.

Attachment: Merritt Erosion CO1_partially executed (1994 : Merritt Erosion CO1)

EXHIBIT A

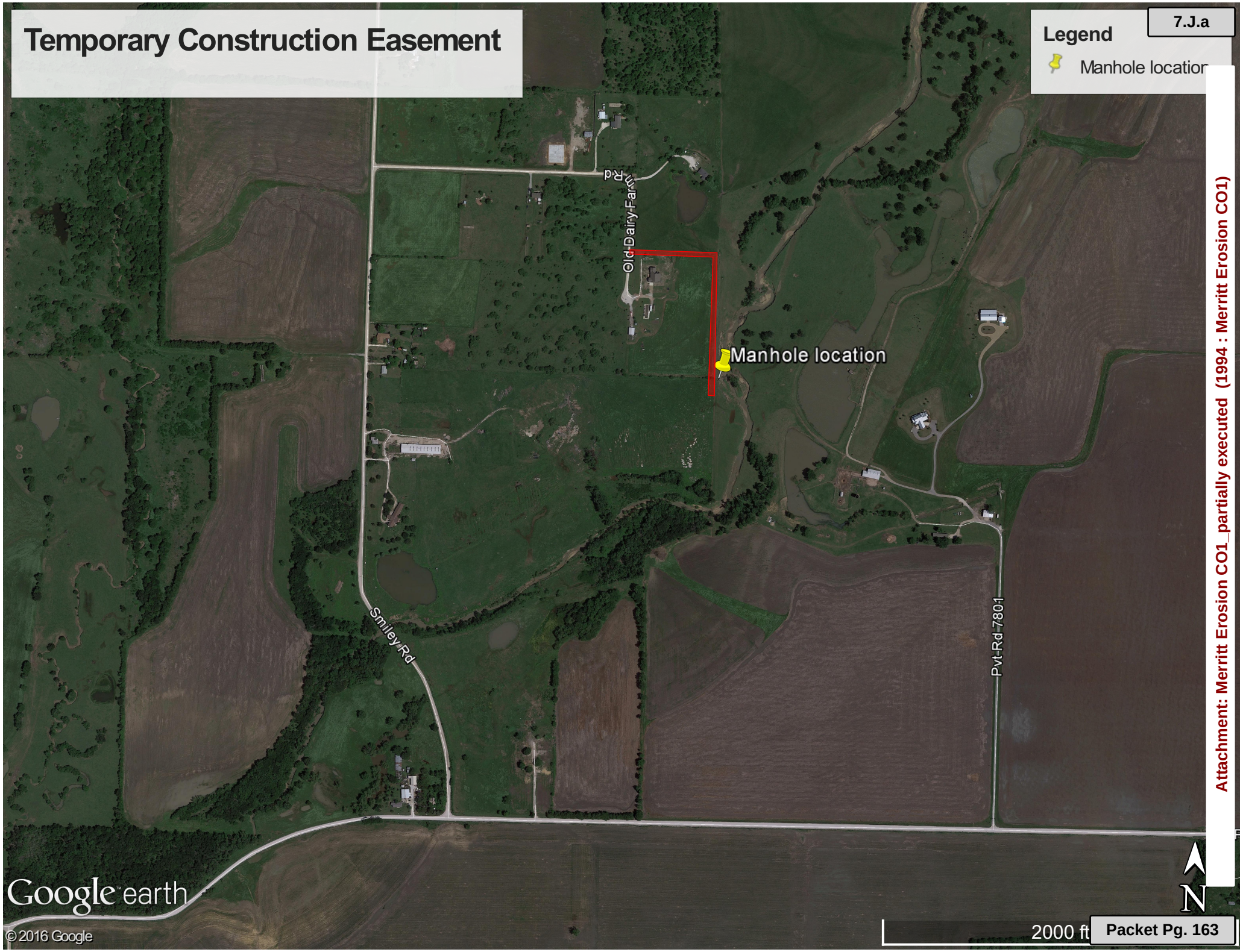
Furthermore, the U.S. Army Corps of Engineers (USACE) requires archeological coordination if a project with impacts to waters of the U.S. has the potential to affect historic properties. If the proposed project would trigger either of these conditions, then FNI will draft a consultation letter to the THC for City's review and comment. FNI will incorporate City's comments and submit the consultation letter to the THC. Any follow up studies requested by the THC are not included in this scope of services, but can be provided upon written authorization.

ADDITIONAL ENVIRONMENTAL SERVICES:
Freese and Nichols will notify the City if any of the following services will be necessary to comply with permit requirements. The following services can be provided upon written authorization by the City:

1. Preparation of a detailed wetland delineation and jurisdictional determination report.
2. Conducting a stream or wetland condition assessment (i.e., TXRAM) on waters of the U.S. potentially impacted by the proposed project.
3. Preparation of a pre-construction notification for nationwide or regional general 404 permit coverage.
4. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
5. Preparation of a standard individual Section 404 permit application.
6. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
7. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
8. If required by the USACE, FNI can assist the City with holding a Public Hearing by preparing public notices, submitting notices to local newspaper(s); providing verbatim transcript services, attending the public hearing; and incorporating the hearing record into the EA.
9. Presence/absence surveys for federally listed threatened/endangered species.
10. Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
11. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
12. Application for General Land Office easements.
13. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
14. Additional field investigations or analysis required to respond to public or regulatory agency comments.
15. Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
16. Expert representation at legal proceedings or at contested hearings.
17. Monitoring for compliance with permit conditions.
18. Phase I/II Environmental Site Assessment.
19. Other environmental services not specifically defined in this scope of services.

Attachment: Merritt Erosion CO1_partially executed (1994 : Merritt Erosion CO1)

Temporary Construction Easement



Attachment: Merritt Erosion CO1_partially executed (1994 : Merritt Erosion CO1)

Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Vicki Faulkner, City Secretary
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Oncor Steering Committee

Action Requested:
Consider and act upon a resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of 11 cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Toutounchian)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF 11 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of _____ is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Executive Committee in its December 2016 meeting set a budget for 2017 that compels an assessment of eleven cents ($0.11) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of _____ and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

Attachment: Oncor Resolution (1998 : Oncor Steering Committee)

II.

The City is further authorized to pay its assessment to the Steering Committee of eleven cents ($0.11) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to *"Steering Committee of Cities Served by Oncor"* shall be sent to David Barber, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the _____ day of _____, 2017, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of _____, Texas.

_____
Signature
Mayor

ATTEST:

_____
Signature
City Secretary

APPROVED AS TO FORM:

_____
Signature
City Attorney

Attachment: Oncor Resolution (1998 : Oncor Steering Committee)

STAFF REPORT ON ASSESSMENT RESOLUTION FOR STEERING COMMITTEE OF CITIES SERVED BY ONCOR

Purpose of the Resolution

The City of Celina is a member of a 156-member city coalition known as the Steering Committee of Cities Served by Oncor. The resolution approves the assessment of an eleven cent ($0.11) per capita fee to fund the activities of the Steering Commitee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of "Be It Resolved" Paragraphs

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City's membership.

II. This paragraph authorizes payment of the City's assessment to the Steering Committee in the amount of eleven cents ($0.11) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires notification to the Chair of the Steering Committee, Paige Mims, that the City has adopted the Resolution.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to David Barber, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor.*

Attachment: Oncor Resolution (1998 : Oncor Steering Committee)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Mosquito Control Professional Services Agreement

Action Requested:
Consider and act upon a resolution authorizing the City Manager to negotiate and execute a Professional Services Agreement for Mosquito Services with PRP services LLC. D/B/A Municipal Mosquito. (Mosquito Control Services) (Liebman)

Background Information:
The proposed resolution is to authorize the City Manager to execute a Professional Services Agreement for mosquito testing services.

The funds for the service were approved in the FY16-17 Budget.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has reviewed the proposed resolution.

Supporting Documents:
- Proposed Resolution

Staff Recommendation:
Staff recommends approval as presented.

CITY OF CELINA

RESOLUTION NO. 2017-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR MOSQUITO SERVICES WITH PRP SERVICES, LLC D/B/A MUNICIPAL MOSQUITO; 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 and operating pursuant to the enabling legislation of the State of Texas and the Constitution of the State of Texas; and

WHEREAS, the identification, control and eradication of mosquitoes which carry the West Nile Virus, Chikungunya, Zika, and Emerging Arbovirus' is in the interest of the public health and safety of the residents of the City of Celina; and

WHEREAS, the City Council has negotiated an agreement with PRP Services, LLC d/b/a Municipal Mosquito relating to the provision of professional services for the City's 2017 mosquito control program; and

WHEREAS, the City Council of the City of Celina, Texas finds it to be in the public interest to authorize execution of such agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

Section 1: That the City Manager of the City of Celina, Texas, is hereby authorized to negotiate and execute on behalf of the City of Celina, Texas, a professional services agreement with PRP Services, LLC d/b/a Municipal Mosquito to provide professional services related to the identification and control of mosquitoes within the City payable from funds available in the City's Fiscal Year 2016-2017 budget. .

Section 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this _____ day of April, 2017.

_____
SEAN TERRY, Mayor

Attachment: Resolution for Professional Srvcs Agreement (2005 : Mosquito PSA)

ATTEST:

_____
Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

_____
Lance Vanzant, City Attorney

Attachment: Resolution for Professional Srvcs Agreement (2005 : Mosquito PSA)

PROFESSIONAL SERVICES AGREEMENT
(Mosquito Management Services)

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **PRP Services, LLC d/b/a Municipal Mosquito**, hereinafter called "PROFESSIONAL", and the **City of Celina, Texas**, hereinafter called "CITY".

RECITALS

WHEREAS, CITY desires PROFESSIONAL to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, PROFESSIONAL has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, CITY and PROFESSIONAL agree as follows:

Section 1. <u>Scope of Services</u>

Upon issuance of a written Notice to Proceed by CITY, PROFESSIONAL agrees to provide to CITY the necessary professional services related to provision of mosquito management services as set forth in the ***Proposal for Mosquito Management Services: City of Celina, Texas – 2017 Mosquito Season*** attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services"). To the extent of any conflict between the provisions set forth in the Scope of Services and the provisions contained in the main body of this Agreement, the provisions in the main body of this Agreement shall control.

Section 2. <u>Term of Agreement</u>

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until PROFESSIONAL completes the services required herein to the satisfaction of CITY, unless sooner terminated as provided in Section 8, below.

Section 3. <u>Professional's Obligations</u>

A. PROFESSIONAL shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, PROFESSIONAL shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for PROFESSIONAL to perform the services under this Agreement, PROFESSIONAL shall be authorized to engage the services of any agents, assistants, persons, or corporations that PROFESSIONAL may

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to PROFESSIONAL only if authorized in writing in advance by CITY.

C. PROFESSIONAL shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. CITY agrees to pay PROFESSIONAL for all services authorized in writing and properly performed by PROFESSIONAL in accordance with Exhibit "A" set forth in the Scope of Services, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to PROFESSIONAL, by CITY, shall be based on invoices submitted by PROFESSIONAL for work performed monthly by CITY, less any previous payments, and shall be paid within 30 days of receipt of invoice by CITY.

B. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of CITY, PROFESSIONAL has not completed the work or tasks to which said payment relates.

Section 5. Responsibilities

A. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by PROFESSIONAL under this Agreement. PROFESSIONAL shall, without additional compensation, correct or revise any errors or deficiencies in the services performed.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and PROFESSIONAL shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by PROFESSIONAL's negligent performance of any of the services furnished under this Agreement.

Section 6. Time For Performance

A. PROFESSIONAL shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY's requirements and the Scope of Services. As timely performance of the services described in this Agreement is critical to obtaining the best results from the services, such services shall be completed within the times provided in the Scope of Services.

B. In the event PROFESSIONAL's performance of this Agreement is delayed or interfered with by acts of the CITY or others, PROFESSIONAL may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

consequence of such delays. CITY understands and acknowledges that delays in performance by PROFESSIONAL caused by CITY may diminish the results from PROFESSIONAL's services and that PROFESSIONAL shall not be liable to CITY for such diminution in results.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to PROFESSIONAL, unless PROFESSIONAL shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and PROFESSIONAL have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

All surveys, studies, and other documents, including those in electronic form, prepared by PROFESSIONAL and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of CITY. Upon payment by CITY as required by this Agreement, CITY shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the PROFESSIONAL) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement. All materials and reports prepared by PROFESSIONAL in connection with this Agreement are "works for hire" and shall be the property of CITY upon payment of PROFESSIONAL as provided in this Agreement.

Section 8. Termination

A. CITY may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to PROFESSIONAL. In the event suspension or termination is without cause, payment to PROFESSIONAL, 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 Project Documents to CITY.

B. Should CITY require a modification of this Agreement with PROFESSIONAL, and in the event CITY and PROFESSIONAL fail to agree upon a modification to this Agreement, CITY shall have the option of terminating this Agreement and PROFESSIONAL's services hereunder at no additional cost other than the payment to PROFESSIONAL, in accordance with the terms of this Agreement, for the services reasonably determined by CITY to be properly performed by PROFESSIONAL prior to such termination date.

Section 9. Insurance

A. PROFESSIONAL shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL's performance of services pursuant to this

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

Agreement with a minimum combined single limit of not less than $1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL's employees involved in the provision of services under this Agreement with policy limit of not less than $500,000.00, and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00 per claim and $1,000,000.00 in the aggregate. The Worker's Compensation Insurance Coverage requirement may be waived with a completed DWC Form 85 on file with City.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for at least thirty (30) days prior written notice to the CITY for cancellation or non-renewal of the insurance; and (3) provide for a waiver of subrogation against the CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. PROFESSIONAL shall provide written notice to the CITY of any material change of or to the insurance required herein.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services.

Section 12. <u>Indemnification</u>.

<u>CITY shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of PROFESSIONAL pursuant to this agreement. PROFESSIONAL hereby waives all claims against CITY, its officers, agents and employees (collectively referred to in this section as "City") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of CITY or breach of CITY's obligations hereunder. PROFESSIONAL agrees to indemnify and save harmless CITY from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by PROFESSIONAL's negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of PROFESSIONAL, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of CITY, in whole or in part, in which case PROFESSIONAL</u>

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

shall indemnify CITY only to the extent or proportion of negligence attributed to professional as determined by a court or other forum of competent jurisdiction). PROFESSIONAL's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by PROFESSIONAL under this Agreement. This provision shall survive the termination of this Agreement.

Section 13. Assignment

PROFESSIONAL shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of CITY.

Section 14. Applicable Laws

PROFESSIONAL shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of PROFESSIONAL

In the event PROFESSIONAL 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 ten (10) days after written notice by CITY to PROFESSIONAL, CITY may, at its sole discretion without prejudice to any other right or remedy, terminate this Agreement and be relieved of the payment of any further consideration to PROFESSIONAL except for all work determined by 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 PROFESSIONAL to and from meetings called by CITY at which PROFESSIONAL is required to attend, but shall not include any loss of profit of PROFESSIONAL.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by PROFESSIONAL without a written agreement with CITY prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective upon execution of the Agreement by and between PROFESSIONAL and CITY.

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 19. Severability.

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

Section 20. Independent Contractor.

It is understood and agreed by and between the parties that PROFESSIONAL in satisfying the conditions of this Agreement, is acting independently, and that CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL's actions. All services to be performed by PROFESSIONAL pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of CITY. PROFESSIONAL shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access.

CITY will obtain and/or furnish right-of-access on any project site for PROFESSIONAL to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. PROFESSIONAL will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 22. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:
Rick Chaffin, Interim City Manager
City of Celina
142 N. Ohio
Celina, Texas 75077

With copy to:
Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory, Suite 100
Denton, Texas 76201

If to PROFESSIONAL:
Patrick Prather, President
PRP Services, LLC d/b/a Municipal Mosquito
P.O. Box 831863
Richardson, Texas 75083

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

Section 23. Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 24. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations.

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

AGREED AND SGINED on this the ___ day of _____, 2017.

CITY OF CELINA, TEXAS

_____
Rick Chaffin, Interim City Manager

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me the undersigned notary public appeared RICK CHAFFIN, the Interim City Manager of the City of Celina, a political subdivision of the State of Texas, on behalf of such municipality for the consideration therein expressed.

(SEAL)

_____
Notary Public for the State of Texas

ATTEST:

_____
Vicki Faulkner
Celina City Secretary

APPROVED AS TO FORM AND SUBSTANCE:

_____
Lance Vanzant
City Attorney

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

AGREED AND SGINED on this the ___ day of _____, 2017.

APPROVED:

PRP SERVICES, LLC d/b/a MUNICIPAL MOSQUITO, a Texas limited liability company

_____
Patrick Prather, President

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me the undersigned notary public appeared PATRICK PRATHER, the President of PRP Services, LLC d/b/a Municipal Mosquito, a Texas limited liability company, and on behalf of said company for the consideration therein expressed.

(SEAL)

_____
Notary Public for the State of Texas

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

Exhibit A

Contract for Mosquito Management Services: City of Celina, Texas – 2017 Mosquito Season

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

CONTRACT FOR MOSQUITO MANAGEMENT SERVICES

CITY OF CELINA, TEXAS

2017 Mosquito Season

Patrick Prather, President
P.O. Box 831863
Richardson, Texas 75083

Office 214-612-8044

Patrick@MunicipalMosquito.com

Licensed and Regulated by: Texas Department of Agriculture P.O. Box 12847 Austin, TX 78711-2847 Phone (866) 918-4481
Fax (888) 232-2567

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

CONTRACT FOR
THE CITY OF CELINA, TEXAS

2017 Mosquito Season

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Municipal Mosquito
TDA SPCS 0666439
TDA 0714984

Office: 214-612-8044
Email: Info@MunicipalMosquito.com

www.MunicipalMosquito.com

Licensed and Regulated by: Texas Department of Agriculture P.O. Box 12847 Austin, TX 78711-2847 Phone (866) 918-4481
Fax (888) 232-2567

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

1 INTRODUCTION

1.1 Mosquitoes have been a conspicuous component of the North Texas environment for thousands of years. Men and animals residing in areas heavily infested by mosquitoes often suffer the serious and sometimes fatal consequences of being exposed to mosquitoes. In heavily infested areas, there is an above average incidence of arthropod-borne diseases such as West Nile Virus, St. Louis Encephalitis and Dog Heartworm, which are spread by the blood-feeding female mosquito. In addition to the health risks involved, the residents of such areas often experience lower property values and an overall lower quality of life. As human populations expand, and the size of the metropolitan areas grows, more and more people will be found dwelling in mosquito breeding habitats. The need to protect the populations of metropolitan areas from the annoyance and diseases transmitted by mosquitoes is a continuous and unavoidable responsibility.

1.2 It is stipulated that, prior to the execution of this Contract, PRP Services, L.L.C. d/b/a Municipal Mosquito (Municipal Mosquito) discussed with City of Celina the necessity of a fully implemented Integrated Mosquito Management program (IMM program).

1.3 Municipal managers have recognized the futility of dealing with mosquito problems in that their seasonal nature prevents the efficient use of a year round staff, yet is serious enough to warrant some type of action. To deal with these problems, many municipalities have realized the many advantages of contracting with an independent company that specializes in mosquito surveillance and abatement, which can support their professional year round staff.

1.4 The City of Celina contract will provide mosquito control service defined in this Contract and operated by Municipal Mosquito's professional and experienced staff.

1.5 The objective then, of the 2017 Mosquito Management Services Contract is:

1.5.1 Monitor and identify species by augmenting the existing trapping (surveillance) program and control the remaining adult mosquito populations to reduce severe annoyance and the potential for mosquito-borne disease transmission, thereby improving the comfort, health and overall quality of life for the residents of the City of Celina.

2 MOSQUITO MANAGEMENT CONCEPTS

2.1 INTEGRATED PEST MANAGEMENT

2.1.1 During the 1960's and 70's, pest control operators and farmers, in both urban and agricultural environments, leaned heavily toward the use of chemical insecticides to control insect pests. Pesticides have resulted in many astounding successes in controlling human insect-borne diseases, in the dramatic increase in food production worldwide, and in improving the quality of life for billions of people. However, this heavy reliance on chemicals has also spurred major concerns about the safety of these chemicals toward man and the natural environment. These sometimes real and sometimes perceived concerns have led to a major shift philosophically and practically toward the concept of Integrated Pest Management (IPM). There are several accepted definitions for IPM; here is one of the best:

2.1.2 *"A process consisting of the balanced use of cultural, biological, and least-toxic chemical procedures that are environmentally compatible and economically feasible to reduce pest populations to a tolerable level"*

2.1.3 Developments in mosquito control, over the past 2 decades, have provided the necessary tools for starting an Integrated Pest Management program; these include biological larvacides and control agents, and ultra-low volume (ULV) application. The adult mosquito control component will involve the careful and strategic application of very low-toxicity,

rapidly biodegradable, ultra-low-volume materials only when established population or disease thresholds are reached.

2.1.4 **All activities and methods performed through this Contract are consistent with CDC (Centers for Disease Control) and Department of State Health Service recommendations and regulations. The City's West Nile Response program will be adopted and adhered to in this Contract. The City of Celina will participate in Communication, Education, GIS Mapping, Source reduction, and Trapping making this a Cooperative Mosquito Management Program.**

2.2 SURVEILLANCE AND MONITORING

2.2.1 Defining the distribution, density, and species makeup of a target mosquito population in relation to human populations is essential to the success of a program that is attempting to control nuisance and/or disease carrying mosquitoes. Several tools and techniques exist and will be used within the City of Celina Cooperative Mosquito Management Contract.

2.3 CDC LIGHT TRAP NETWORK – AS REQUESTED

2.3.1 A useful tool in any mosquito control Contract is a mosquito-trapping device called a CDC Light Trap. These specially designed, battery powered light traps baited with CO_2 (carbon dioxide) can be set **as requested or as needed** for monitoring populations of nuisance mosquitoes in response to resident complaints. The blood-meal seeking female mosquito follows the CO_2 vapor plume produced by the sublimation of the dry-ice into carbon dioxide gas, as would be produced by the exhaling process of any free air breathing animal, including humans. Once near the trap, a small light bulb draws the mosquito closer and a fan then pulls the mosquito into a collection bag alive. This trap is used for population surveillance purposes and generally not utilized as a disease surveillance trap.

2.4 REITER GRAVID TRAP NETWORK – PRIMARY SURVEILLANCE

2.4.1 The most important tool in the mosquito/encephalitis surveillance Contract is a mosquito-trapping device called a Reiter Gravid Trap. These specially designed, battery powered traps are designed to attract and capture blood-fed, ovipositing female mosquitoes only. These are the best mosquitoes for virus testing because they have already taken a blood meal and are much more likely to have virus in them when compared to the general mosquito population. The trap is not baited with CO_2 like the CDC trap but is inverted over a container of liquid material that is attractive to the ovipositing female.

2.5 MOSQUITO-BORNE DISEASE MONITORING

2.5.1 Municipal Mosquito will communicate regularly with County Public Health Departments, City of Celina, the Department of State Health Services, and with the Centers for Disease Control for updates on the potential for mosquito-borne disease transmission in our region. This information will be used to determine trapping and treatment strategies.

3 <u>MOSQUITO MANAGEMENT PROGRAM</u>

3.1 EMERGING ARBOVIRUS THREATS

3.1.1 The rapid spread of Chikungunya virus through the Caribbean, South, and Central America since introduction to the Americas in December 2013, leaves state and area health departments planning for potential encounters within the United States. Chikungunya virus was confirmed as locally transmitted in some Florida counties in 2014 and isolated imported travel related cases have been reported in area North Texas counties throughout 2014 and 2015. Zika virus is a new mosquito borne illness that appeared in Brazil in mid-2015 and has since travelled through Central America with locally acquired cases in Northern Mexico. Chikungunya and Zika viruses are transmitted through the bite of infected ***Aedes aegypti*** and ***Aedes albopictus*** mosquitoes with humans serving as the virus reservoir rather than bird populations. Dengue fever is another arbovirus that is occasionally imported into the

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

North Texas area and is present most years as locally transmitted in Southern Texas. Municipal Mosquito will deploy specific traps, testing, and control measures for either of these emerging arboviruses, or any other new mosquito borne disease, only through written request and authorization from the City of Celina. These emerging arbovirus threats are very different diseases and vectored by different mosquitoes than West Nile Virus, therefore equipment, testing methods, and surveillance techniques are specialized and specific to the type of mosquito targeted and cryptic breeding areas.

3.1.2 **CHIKUNGUNYA, ZIKA, AND EMERGING ARBOVIRUS SURVEILLANCE**

Surveillance for ***Aedes aegypti*** and ***Aedes albopictus*** mosquitoes is conducted utilizing the BG Sentinel Trap rather than the well-known *Culex spp*. Reiter Gravid trap. This BG Sentinel trap is deployed with chemical lures and additional Carbon Dioxide dispersal equipment to closely mimic human skin and respiration. These traps are very sophisticated and utilized specifically for ***Aedes spp.*** surveillance. BG Sentinel Traps will be deployed in the City of Celina for disease response only after written approval.

3.1.3 **CHIKUNGUNYA, ZIKA, AND EMERGING ARBOVIRUS RESPONSE APPLICATIONS**

Aedes aegypti and ***Aedes albopictus*** mosquito treatment is difficult since these particular mosquitoes are extremely adept container breeders. This breeding preference for small containers means ***Aedes* aegypti** and ***Aedes albopictus*** mosquitoes are closely associated with mankind's artificial vessels and the trash or debris located around neighborhoods. Larval and adult control is accomplished on a different scale with a different treatment target than ***Culex spp***. mosquito management. ***Should Chikungunya, Zika, or any other introduced Arbovirus surveillance, disease testing, or control measures be required for the City of Celina during the term of this Contract, those efforts are fully described in Attachment "B" of this Contract with pricing and service conditions agreed upon, by both parties, in writing, before services commence.***

3.1.4 **All pesticides used in the City of Celina Cooperative Mosquito Management Contract will be certified and registered for that use and applications will be made in compliance with the product label following Federal and State law.**

3.2 ADULT MOSQUITO CONTROL (see cost of service in Attachments "A" and "B")

3.2.1 The primary objective of a mosquito management Contract is to protect the public health. At times of known disease potential or transmission within a City, an effective control measure is to "fog". Although some citizens desire adult mosquito suppression by ULV fogging, it can be strongly opposed by others. Municipal Mosquito will follow strict adult mosquito control guidelines and will only truck ULV adulticide when justified by the City of Celina West Nile Virus Response Program guidelines and thresholds. All ULV adulticide applications will be made only after written permission is obtained from the City of Celina.

3.3 GENERAL ADULTICIDING (adult mosquito management portion of a Contract)

3.3.1 When evidence of a mosquito vectored arbovirus is present in the area and/or when established monitoring thresholds are reached, general ultra-low-volume (ULV) adulticiding is an effective means to control mosquitoes and West Nile Virus as part of an integrated mosquito management program. To obtain the optimum effectiveness, the scheduling of the ULV application will depend on appropriate weather conditions, trap counts, and resident input. The material of choice will be Envion 30-30, a water-based insecticide that offers a very low toxicity, low odor, rapid biodegradation, and excellent mosquito mortality. These materials will be applied using an ULV technique and in strict compliance with all U.S. EPA, Texas Department of Agriculture and Department of State Health Services Regulations.

3.4 PRE-SPRAY OPERATIONAL PROCEDURES

3.4.1 Prior to starting a General Residential Adulticide Application, the City of Celina will utilize social media, hang notices on doors, or use other usual methods to contact citizens residing or working in areas that have been designated for fogging. The City will also be responsible for contact with those community residents that have health, environmental or philosophical concerns about the fogging and have requested that they be notified. The City will also provide addresses for any "No Spray Zones", and they will be marked on Municipal Mosquito's operational maps, and the ULV insecticide will be "shutoff" in front of, and upwind from, these properties.

3.4.2 The City of Celina will obtain and/or furnish right-of-access on any project site for Contractor to perform any requested inspections, tests, surveillance, application, or investigation in relation to the Scope of Services. Contractor will take reasonable precautions to avoid and/or minimize damage to the personal or real property in the performance of such inspections, tests, surveillance, applications, or investigations.

3.5 ULV EQUIPMENT

3.5.1 For street level and off-road applications, Municipal Mosquito utilizes the Phoenix Fogger ULV sprayer, considered to be the industry standard. For more focused application techniques, Municipal Mosquito utilizes backpack ULV/misting machines from various manufacturers and IGEBA thermal foggers. During any adult mosquito application, technicians will be recording various events that occur during the application sequence; i.e. operator and/or vehicle identification, ground speed, "No Spray Zones", type of insecticide, total insecticide dispensed, and total area or distance treated. Municipal Mosquito application equipment is annually calibrated and analyzed for proper droplet pattern to insure correct operation and application.

3.6 TCEQ PESTICIDES GENERAL PERMIT TXG870000

3.6.1 The City of Celina will register under this regulation as the **OPERATOR** and Municipal Mosquito will fulfill contractual obligations as a **FOR HIRE COMMERCIAL APPLICATOR.** Treatment records will be supplied to the OPERATOR'S designated contact for retention according to this regulation.

4 NOTIFICATION

4.1 Prior to starting any General Residential Adulticide Application, the City of Celina will provide notification of any scheduled fogging to businesses and residents located in the designated area.

CONTRACTED SERVICES TO BE PROVIDED TO THE CITY OF CELINA ON AN ANNUAL BASIS

5 GENERAL SERVICES TO BE PROVIDED

5.1 REPORTS

5.1.1 Throughout the season, timely reports will be provided detailing the season's activities, Trap sample report, Service Request Response report, and a summary of mosquito management treatments and recommendations.

6 ADULT MOSQUITO SURVEILLANCE & CONTROL SERVICES

6.1 REITER GRAVID TRAP MONITORING SERVICE

6.1.1 Adult Mosquito Surveillance (Trapping) Service will be weekly of a number of Gravid Traps agreed upon between City of Celina and Municipal Mosquito for surveillance of the adult Culex mosquito population. Trapped samples will be sent to a private third party laboratory for disease testing. Municipal Mosquito recommends the use of additional CDC light traps as needed (determined jointly by City and Municipal Mosquito staff) to monitor nuisance

mosquito populations, resident complaints, and areas positive for disease carrying mosquitoes. Mosquito samples will be identified at our laboratory and tested for disease through the Municipal Mosquito third party laboratory.

6.2 **ADULT MOSQUITO CONTROL SERVICE QUALITY CONTROL**

6.2.1 Monitoring of all adult mosquito control operations by various methods including; CDC Light and Gravid Trapping, ULV equipment calibration, detailed monitoring of insecticide usage through equipment, inventory depletion, and GPS monitoring systems installed on all truck ULV sprayers.

7 DATES OF RENDITION OF SERVICES

7.1 The rendition of the surveillance and adult mosquito control services to be provided hereunder shall begin on May 1, 2017 and shall end on October 31, 2017.

8 CONTRACT TERM AND EXTENSION

8.1 This Contract is for a 12-month term beginning on the date of execution. Execution of this Contract obligates the City to compensate Municipal Mosquito according to the pricing schedule **Attachment "A" and "B"** of this Contract upon the performance of the services set forth herein.

8.2 **CONTRACT EXTENSION**

8.2.1 The contract shall be for a period of one (1) year from the date of execution, with the option to renew for three (3) additional one-year periods, if the renewal is agreed to in writing by both parties before the end of the contract term. Contract renewal implies adherence to the same terms and conditions, unless agreed upon by both parties through written contract amendment. A price re-determination, not to exceed 4% annually, may be approved by the City of Celina only at the anniversary date of the contract.

9 LOCATION DESCRIPTION

9.1 The services which are described above in Section 3 shall be strictly limited to the area confined within the geographic area which is commonly known as being within the City limits of the City of Celina, the Counties of Denton and Collin, and the State of Texas. Municipal Mosquito shall not be required by the terms hereof to render the herein before described services in any geographic location not situated within the confines of the area designated above.

10 CONDITIONS OF PROPOSED SERVICES

10.1 **HOLD HARMLESS**

10.1.1 PRP Services, L.L.C. d/b/a Municipal Mosquito on behalf of itself and any third party contractor, agent, or employee performing work for Municipal Mosquito under this Contract shall hold the City of Celina and its agents, employees, and officials harmless from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, caused by, arising out of or resulting from the direct act of a member of Municipal Mosquito's staff, an agent, or third party contractor thereof, in the course of the performance of the services described in Sections 5 through 8 hereof and, on the condition that any such claim which may be asserted: (1) arises from bodily injury; (2) arises from the damage to or destruction of tangible property, including the loss of use resulting there from; and (3) is caused in whole or in part by an intentional act, negligent act, or omission of a member of the staff of Municipal Mosquito, any subcontractor of Municipal Mosquito, or anyone directly or indirectly employed by a subcontractor of Municipal Mosquito, or any agent thereof. Such obligation shall be limited to the insurance coverage, which is provided by Municipal Mosquito pursuant to the terms and conditions hereof. It is acknowledged and agreed that any liability of Municipal Mosquito in connection with the services to be

rendered hereunder shall not include any special, incidental, consequential or punitive damages, or any damages based on any lost sales or profit.

10.2 **WARRANTIES**

10.2.1 PRP Services, L.L.C. d/b/a Municipal Mosquito warrants that during period of time that any services shall be rendered by Municipal Mosquito to the City of Celina , Municipal Mosquito will have in full force and effect the following insurance coverage: (1) Automobile; (2) General liability; (3) Workers Compensation in amounts acceptable to the City of Celina . Municipal Mosquito shall provide certificates of insurance to the City of Celina upon request. Municipal Mosquito warrants that, in the course of rendering the services which it is to perform hereunder, it will exercise, in its performance of said services, the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. Other than the foregoing warranties, Municipal Mosquito makes no express or implied warranties, including without limitation, any expressed or implied warranties of merchantability or fitness for a particular purpose.

10.3 **DISCLAIMERS**

10.3.1 PRP Services, L.L.C. d/b/a Municipal Mosquito has not been engaged to perform any procedures, which would result in the eradication of the mosquito population in any particular area. Accordingly, Municipal Mosquito disclaims any warranty, representation or guarantee, of any type, regarding: (1) the absence or existence of mosquito-borne diseases, in or adjacent to the known breeding habitats in the Proposed Treatment Area described in Section 9.1; (2) the probability of any human or animal contracting any mosquito borne disease or infection, either before, during or after the completion of the services to be rendered by Municipal Mosquito hereunder.

10.4 **INDEPENDENT CONTRACTOR**

10.4.1 The parties acknowledge and agree that neither PRP Services, L.L.C. d/b/a Municipal Mosquito nor any member of its staff is an agent, employee, or representative of the City of Celina in connection with the services to be performed hereunder. Rather, Municipal Mosquito is an independent contractor in connection with the services to be performed hereunder. As an independent contractor, Municipal Mosquito shall be responsible for employing and directing such personnel and agents as it may require from time to time in connection with the performance of the services to be rendered hereunder. Municipal Mosquito shall exercise complete authority over members of its staff and its agents, and shall be fully responsible for their actions. Municipal Mosquito acknowledges that neither it nor any member of its staff is entitled to unemployment insurance benefits or workers' compensation benefits from City of Celina its elected officials, agents, or any program administered or funded by City of Celina.

10.5 **QUALIFICATIONS**

10.5.1 PRP Services, L.L.C. d/b/a Municipal Mosquito (Municipal Mosquito) is a professional organization that is dedicated to providing comprehensive science based and environmentally concerned mosquito control and related disease surveillance, both of which are made available to municipalities and other governmental entities on a contractual basis. Through the utilization of contractual services, a governmental entity can provide its citizens as much protection as is currently available in the marketplace, on an as needed basis without the substantial expenditures for capital and personnel that would be required to provide such services internally. Municipal Mosquito's management Contracts are designed implemented and supervised by experienced, trained and licensed personnel.

10.5.2 Ownership and Management

PRP Services, L.L.C. d/b/a Municipal Mosquito is owned and operated by an Entomologist as well as three other vector entomologists on staff with highly trained personnel in the field

every day. Two of our entomologists have Masters degrees in Vector Entomology with epidemiology experience. Our staff of entomologists offers over **seventy five years** of field experience with every day operations in the cities in North Texas. Finally, PRP Services, L.L.C. d/b/a Municipal Mosquito has provided North Texas municipal mosquito service since 2006 with active accounts throughout this time. Memberships include Texas Mosquito Control Association, American Mosquito Control Association, National Pest Management Association, and Entomological Society of America.

10.5.3 Seasonal Field Staff

All Municipal Mosquito seasonal employees are fully trained in all aspects of Integrated Mosquito Management operations, including: mosquito biology, field inspection and surveillance techniques, safe handling and application of pesticides and public relations. Municipal Mosquito will hire seasonal field staff as needed to fulfill its contractual obligations.

11 MISCELLANEOUS

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

11.2 Notice. Where the terms of this Contract require that notice in writing be provided, such notice shall be deemed delivered three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

If Intended for City of Celina, to:	If Intended for Contractor, to:
City of Celina City Manager 142 N. Ohio St. Celina, TX 75009	Patrick Prather Municipal Mosquito P.O. Box 831863 Richardson, Texas 75083

11.3 Assignment. This Contract is not assignable without the prior written consent of City of Celina.

11.4 Entire Contract. This Contract represents the entire and integrated contract between City of Celina and Municipal Mosquito and supersedes all prior negotiations, representations and/or contracts, either written or oral. This Contract may be amended only by written instrument signed by both City of Celina and Municipal Mosquito.

11.5 Applicable law. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This Contract shall be performable and all compensation payable in Collin County, Texas. Venue and exclusive jurisdiction under this Contract lies in Collin County, Texas.

11.6 Severability. If any clause, paragraph, section or portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Contract initially.

11.7 Consideration. This Contract is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

11.8 Representation. Each signatory representing this Contract has been read by the party for which this Contract is executed and that such party has had an opportunity to confer with its counsel.

11.9 Waiver. Waiver by either party or any breach of this Contract, or the failure of either party to enforce any of the provisions of this Contract, or the failure of either party to enforce any of the provisions of this Contract, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance of the Contract.

11.10 Miscellaneous Drafting Provisions. This Contract shall be drafted equally by all parties hereto. The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Contract are for the convenience of the parties and are not intended to be used in construing this document.

11.11 Counterparts. This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

12 CONTRACT

12.1 PRP Services, L.L.C. d/b/a Municipal Mosquito, pursuant to the terms and conditions set forth above, Municipal Mosquito proposes to provide services to the City of Celina, which is described in the preceding Sections 5 through 9. If the City of Celina wishes to accept the Contract which is contained herein, **Attachments "A" and "B"** which is attached hereto and incorporated by reference as though fully set forth herein should be completed in the manner indicated thereon, including the attachment of the signature of an individual authorized to bind the City of Celina and return one signed copy of this Contract, intact, to Municipal Mosquito at the address indicated hereon.

Acceptance of Contract

Authorized Representative of the City of Celina, Texas

Name _____ Title _____

Print name _____ Date _____

Accepted by PRP Services, L.L.C. d/b/a Municipal Mosquito.

By _____ Title President

Patrick Prather

Date _____

The acceptance of this Contract is not valid until it is countersigned by Municipal Mosquito and returned to the City of Celina, Texas.

ATTACHMENT "A"
"AS DIRECTED" CONTINGENT SERVICES PRICING SCHEDULE

Meeting, Reporting, and Training Fee

The City of Celina, Texas, hereby agrees to pay to Municipal Mosquito a Meeting, Reporting, and Training Fee of **$450.00** payable to Municipal Mosquito for consideration of "Mosquito Management Services" for the 2017 mosquito season. **The Meeting, Reporting, and Training fee and executed proposal are due by April 3rd, 2017 to guarantee the pricing and services that have been defined.** This fee guarantees The City of Celina a predetermined response time (24 hours from time of notification) from Municipal Mosquito for commencement of fogging operations.

Included in the Meeting, Reporting, and Training Fee is **one educational meeting** as discussed in section 4.1. Routine meetings with City staff are certainly included in this fee, but additional public education events (over the allotted one) will be assessed an additional fee.

Adult Mosquito Surveillance

Reiter Gravid Trapping

Trapping service will be for **3 Reiter Gravid Traps set weekly** for the purpose of surveillance of the adult Culex mosquito population. Trapped samples will be enumerated and identified to species at Municipal Mosquito laboratories and then sent to a private and third-party laboratory for West Nile Virus testing.

Reiter Gravid Trap Fee:	$105.00 per trap set

Surveillance fees will be billed monthly for completed services and bills are payable within thirty days from invoice date.

Disease Testing

Municipal Mosquito's private and third-party laboratory confirms presence of mosquito borne WNV utilizing **real-time RTPCR technology** with results available within 24 to 30 hours. Test results are forwarded to Municipal Mosquito, compiled, and made available to City of Celina for disease response planning. Assay materials are archived onsite at the Laboratory facility so that confirmation testing may be completed if directed.

Municipal Mosquito staff will count, sort by sex, and identify to species the mosquito trap pools and allocate 50 female *Culex quinquefasciatus* mosquitoes for disease testing. Data reported to Celina per trap sight will be total number of mosquitoes, species breakdown with trapped numbers per species, sex ratios, and WNV testing result.

Disease Testing Cost per test pool of 50 mosquitoes:	$55.00
Disease Testing Cost per additional test pool of 50 mosquitoes:	$50.00

"As Directed"/Contingent Larval Mosquito Management (Larvaciding)

This type of work is labor intensive ground level inspection and heavily dependent on trained personnel seeking out mosquito breeding sites and habitats and effectively interpreting water samples to prescribe treatment. This disease response program offers larvaciding based on an hourly fee schedule. The larvaciding frequency will be driven by current disease potential, rainfall or increased irrigation, known breeding locations, and citizen or Celina staff complaints. Municipal Mosquito personnel will track larvacide application hours through manual logs and GPS data points, addresses, or creek

ATTACHMENT "A" CONTINUED

Larvaciding Service (cont.)

references. Application records will be kept on file by Municipal Mosquito for three years and supplied to City of Celina contact person for TCEQ Clean Water Act compliance.

2017 Season Hourly Larvaciding Fee: $170.00 per hour

"As Directed"/Contingency Adult Mosquito Control Services

Truck mounted ULV Cost per 1.0 linear mile: $42.00* with a minimum of $460.00 per trip

UTV mounted ULV Cost per 1.0 linear mile:

Paved Surfaces (cart paths)	$280.00** with a minimum of $420.00 per trip
Off Road Area	$320.00** with a minimum of $560.00 per trip

Back-pack ULV Cost per 0.25 linear miles: $200.00** with a minimum of $400.00 per trip

Handheld Thermal Fog Cost per 0.25 linear miles: $220.00** with a minimum of $440.00 per trip

*All Truck Mounted ULV Fogging charges are based upon minimum labeled application rates and pricing may change during the course of the season based upon application rate recommendations from the CDC, County Health Department(s), or State Health Department. Municipal Mosquito will make recommendations on increased application rates should the need arise, but official application rate determination is left to the City.

**UTV Mounted ULV and Specialty Device fogging charges are based upon at least mid-labeled rates of application. This increased application rate is due to the difficult access conditions that exist making these types of treatments necessary. Pricing may change during the course of the season due to product rotation or application rate changes.

ATTACHMENT "B"
EMERGING ARBOVIRUS CONTINGENCY SERVICE AGREEMENT
(CHIKv and ZIKAv)

Consideration for Services Specific to Emerging Arbovirus (ZIKAv and CHIKv)

BG Sentinel Trap Surveillance for Emerging Arbovirus Vectors

Imported Chikungunya and Zika virus infections

Depending on the time elapsed between infection, notification, and disease confirmation, Municipal Mosquito may recommend deploying BG Sentinel traps around the neighborhood and/or workplace where an imported ZIKAv or CHIKv human case is known. These BG Sentinel traps will help determine the population density of disease vectors around the immediate area of the infective person(s) and the trap catch information will be used to determine response strategy.

Price per BG Sentinel trap event with sort, identify, and report findings.
Price per each event: (used for imported infections) $ 210.00

Emerging Arbovirus Disease Testing

Municipal Mosquito's local, third party, and independent laboratory confirms presence of mosquito borne Zika virus, Chikungunya virus, Dengue virus, and other emerging arboviruses through real-time RT-PCR technology with results available within 24 to 48 hours. Test results are forwarded to Municipal Mosquito, compiled, and made available to City of Celina for disease response planning. Assay materials are archived onsite at the Laboratory facility so confirmation testing may be completed if directed.

Price per test pool of 50 mosquitoes, per disease: $55.00

***Aedes aegypti and Aedes albopictus* Specific Larvaciding Service**

Larval mosquito inspection and control application is a different process for *Aedes aegypti* and *Aedes albopictus* mosquitoes due to small container and cryptic breeding sources, often in close proximity to residential structures. Should intensive larval control become necessary due to an imported or locally transmitted case of ZIKAv or CHIKv, an hourly rate will be applied to the larval control field operations. Larval control may be performed through hand larvaciding or via liquid larvaciding through mist/ULV applicators. Access to private property is sometimes necessary for these larvaciding services. The City shall make Code Enforcement officers available to assist Municipal Mosquito personnel with private property inspections.

Inspection Based Hand Larvaciding: $190.00 per hour

UTV Mounted Liquid Larvaciding*
Cost per 0.25 (1/4) linear mile:
Street level, alley, utility easement $185.00 per 0.25 (1/4) linear mile

ATTACHMENT "B" CONTINUED

Larvaciding Service (cont.)

Back-pack Liquid Larvaciding*
Cost per 0.10 (1/10) linear mile:
Any area inaccessible to vehicles or
where small-scale application is needed $300.00 per 0.10 (1/10) linear mile

***liquid larvaciding is an alternative means of delivering larval control materials from easements and alleys to backyards and cryptic breeding sources. This alternative delivery becomes necessary when physical access to private property (backyards) is difficult to obtain.**

Aedes aegypti and *Aedes albopictus* Adulticiding Service Fees - if Needed

Truck mounted ULV Cost per linear mile:	$46.00** per mile – minimum 6 miles
UTV mounted ULV Cost per ½ linear mile:	
Paved Surfaces (cart paths)	$160.00 with a minimum of $ 400.00 per trip
Off Road Area	$220.00 with a minimum of $ 550.00 per trip
Back-pack ULV Cost per ¼ linear mile:	$200.00 with a minimum of $ 400.00 per trip
Residual Barrier Spray Cost per 200 feet:	$ 72.00 with a minimum of $ 180.00 per trip

****mid-label rate of application for permethrin based products. Other chemical classes may be required for adult mosquito control and will be subject to different per mile rates.**

The remainder of this page intentionally left blank.

Attachment: Professional Services Agreement - Mosquito Control (2005 : Mosquito PSA)

EXHIBIT "A"
MUNICIPAL MOSQUITO
SERVICE REPORT

MUNICIPAL MOSQUITO

P.O. Box 831863, Richardson, TX 76083
817-266-4776 or 214-612-8044
SPCS 0666439 TDA 0714984

SERVICE REPORT / INVOICE (#)

CUSTOMER INFORMATION

Name _____

Billing Address _____ City _____, TX Zip _____

Service Address _____

Service Address _____ City _____, TX Zip _____

Contact _____ Phone _____

Email _____ Fax _____ Cell Phone _____

Pests controlled:

__ Mosquito larvae __ Mosquito Pupae __ Mosquito adults __ West Nile confirmed
__ Midge larvae __ Midge adults __ St. Louis Encephalitis confirmed
__ Other _____
__ Other _____

Treatment Details:

Date _____ Time In _____ Time Out _____ Wind _____ Weather _____

__ Standing Water __ Drainage ditch __ ULV Creek _____
__ Temporary pools __ Stagnate water __ ULV heavy vegetation _____
__ Creek __ Landscape ponds __ ULV acreage by truck _____
__ Culvert __ Container water sources __ ULV miles by truck _____
__ Marsh __ Equine stalls or barns __ Other _____
__ Catch basins __ Lake/Pond perimeter __ Other _____

All treatment will be per label instructions. All work will meet Federal, State and Local laws. The initial service and any subsequent services will be on a scheduled basis, service guarantees require adhering to the schedule. Should we have to retreat requested areas or respond to a special request between services, it may be at an additional charge, with the exception of comprehensive service programs, which may have a service charge after 30 days. MM does not assume any responsibility for previous, current or future pest related disease or nuisance.

Chemical Used: _____ %_____ Amount _____

Chemical Used: _____ %_____ Amount _____

Chemical Used: _____ %_____ Amount _____

Chemical Used: _____ %_____ Amount _____

Payment must be rendered at time of each service, unless prior arrangements have been made.

☐ Contract Service ☐ As-Needed Service ☐ Scheduled Service

Initial Treatment: $_____ +tax_____ = $_____

Weekly/Bi-weekly/Monthly Service: $_____ +tax_____ = $_____

Follow-Up Service: _____ $_____ + tax_____ = $_____

Other Service: _____ $_____ + tax_____ = $_____

We accept Visa/MasterCard/Discover/Cash/Checks. Paid: $_____ TOTAL DUE $_____

Set up billing account, Net 30 with a 1.5% per month late fee. ☐ _____ Initials

Card # _____ Expiration _____ X_____

_____ Customer Signature

_____ MM representative

_____ Date

_____ Date

LICENSED AND REGULATED BY THE TEXAS DEPARTMENT OF AGRICULTURE, P. O. BOX 12847, Austin, Texas 78711-2847,
(866) 918-4481 FAX (888) 232-2567

EXHIBIT "B"
IDENTIFICATION REPORT

Mosquito Submission and Identification Report

Date: _____

☐ Static trap
☐ Rotation trap

COLLECTED

CITY USE ONLY

City / County Name and Department:_____

Collector's Name: _____Method: _____ (Gravid, Light or Other Trap)

Send results to: Name: _____ e-mail: _____

Phone #: _____ Fax #: _____

Collection Location: Address: _____ City: _____

Zip: _____ Lat: _____ Lon: _____ Mapsco: _____

Collection Time: _____ Temperature at time of collection:

Overnight precipitation? Yes No

Type of Test Requested: __WNv __Chikv __Dengue__Zika

Comments :_____ Net #: _____Trap#:_____

Comments: For noting if the trap malfunctioned, was knocked over, stolen, ants destroyed the mosquitoes, etc.
Collector's Name: Please use specific name of city lab or contractor if applicable.
Net # and Trap #: Please list if applicable.

RECEIVED

Name: _____Date: _____Time:_____

Sample ID # assigned: _____

Species ID:	Total Count:		Pool (A):	Pool (B):	Pool (C):	Pool (D):
	# Male	# Female	# Female	# Female	# Female	# Female
C.quinquefasciatus						
A.aegypti						
A.albopictus						
C.erraticus						
C.salinarius						
C.tarsalis						
C.restuans						
C.inornata						
An.quadromaculatis						
An.punctipennis						
Oc.signifera						
Other:						
Other:						

Mosquitoes transferred to sample tubes: (A):_____(B):_____(C):_____(D):_____

TEST RESULTS

Received by Lab: Date:_____ Time:_____

Results received: Date:_____ Time: _____

Test Results: Pool (A): _____ Pool (B): _____
Pool (C):_____ Pool (D): _____

City Notified of Results: Date:_____ Time:_____

MUNICIPAL MOSQUITO

Contacts: Kayleen Thomason kayleen@municipalmosquito.com **817.606.7758**
Erin Plaisance erin@municipalmosquito.com **817.266.4776**

EXHIBIT "C"
REQUEST BY THE CITY OF CELINA FOR MOSQUITO ADULTICIDING SERVICES TO BE RENDERED BY PRP SERVICES, L.L.C. D/B/A MUNICIPAL MOSQUITO

Date of Request: _____

The undersigned, a person duly authorized to act in behalf of the City of Celina hereby authorizes mosquito Adulticiding Services to be rendered by PRP Services, L.L.C. d/b/a Municipal Mosquito to the City of Celina.

The undersigned, as indicated by the signature below, hereby certifies that the City of Celina has, previous to the date hereof:

(a) Identified on a City map all potential or suspected mosquito breeding sites within the boundaries of the City limits of City of Celina;

(b) Through the utilization of methods consistent with nationally recognized practices in connection with mosquito control and management, monitored and controlled larval breeding at all sites which have been identified pursuant to the foregoing subparagraph (a);

(c) Through the utilization of methods consistent with nationally recognized practices in connection with mosquito control and management, monitored the remaining adult mosquito populations and have utilized that information to determine the area to be subjected to mosquito adulticiding in accordance with the written request;

(d) Complied with all notification requirements contained in all applicable statutes, regulations and municipal code provisions regarding any and all mosquito Adulticiding Services to be rendered within the confines of the City limits of the City of Celina pursuant to the terms and conditions hereof.

(e) Followed strict adult mosquito control guidelines and is hereby only requesting mosquito Adulticiding Services because such is firmly justified by the City of Celina West Nile Virus Response Plan thresholds or guidelines, confirmed positive disease in either Human or Trap Pool(s), or Equine Disease Positive, all of which have been confirmed and recorded by City of Celina staff members; and/or

(f) Confirmed the imminent threat of mosquito-borne disease transmission to the citizens of City of Celina. Attached hereto and incorporated herein: (1) as Item "A", is a clearly marked map of the City of Celina showing the area within which the mosquito Adulticiding Services are to be rendered ("the designated treatment area"); and (2) as Item "B", is a listing of all places of business and residences which are located within the designated treatment area, if any, where City of Celina does not wish the release of chemicals to take place in front of said business premises or residences in connection with the rendering of mosquito Adulticiding Services.

Signature of Representative of the City of Celina authorizing mosquito Adulticiding Services:

Signature _____ Title _____

Print Name _____ Date _____

Signature of Representative of PRP Services, L.L.C. d/b/a Municipal Mosquito, receiving request for mosquito Adulticiding Services:

Signature _____ Title _____

Date Received: _____

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Vicki Faulkner, City Secretary
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Senate Bill 2

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas, in opposition to a revenue cap and legislative interference with local services. (Chaffin)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
resolution

Staff Recommendation:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF _____, TEXAS, IN OPPOSITION TO A REVENUE CAP AND LEGISLATIVE INTERFERENCE WITH LOCAL SERVICES.

WHEREAS, bills have been introduced to cap the amount of property tax revenue cities can collect each year in a misguided effort to reduce the property tax burden on homeowners and businesses; and

WHEREAS, currently, if a Texas city increases property tax collections by more than eight percent over the previous year, voters can petition for an election to rollback the increase; and

WHEREAS, bills have been introduced to replace that eight percent "rollback rate" with a hard cap of four percent and require mandatory elections on an increase over four percent – all with the false claim that this would provide property tax relief; and

WHEREAS, according to the state comptroller's latest survey of property tax rates in 963 cities in Texas, 56 percent of cities raised their property taxes by less than four percent from 2014 to 2015 and 27 percent of cities actually reduced their property taxes; and

WHEREAS, that means property owners in at least 547 Texas cities would have seen no reduction in their city property taxes if the four percent cap had been in effect; and

WHEREAS, while the savings to individual taxpayers are very small or even non-existent, a four percent cap could represent a loss in vital city services; and

WHEREAS, cities collect just 16 percent of the property taxes levied in Texas, and most of the property taxes paid by Texans (55 percent) go to school districts; and

WHEREAS, according to the comptroller's report, the total amount of property taxes collected by cities rose by 3.61 percent between 2014 and 2015, while school district tax collections rose by more than twice that rate or 7.72 percent; and

WHEREAS, school property taxes have been rising because the legislature continues to reduce the state's share of funding for schools, which forces districts to get more revenue from property taxes.

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

1. That all of the above recitals are true and correct;

2. That the City Council of the City of _____, Texas, is OPPOSED to the legislative imposition of a revenue cap and legislative interference with local services; and

3. That imposing a revenue cap on cities: (a) does not provide meaningful tax relief; (b) robs cities of the ability to meet local needs; and (c) diverts attention from the real cause of higher property taxes, which is the legislature's failure to address the problem of school funding.

PASSED AND APPROVED this _____ day of _____, 20__

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Lewis Dickerson Chapter 43 agreement - 19.241 acre tract

Action Requested:
Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Lewis Dickerson on a 19.241 acre tract situated in the I.C. Williamson Survey. (Lewis Dickerson Chapter 43) (Liebman)

Background Information:
Texas Local Government Code requires that municipalities offer land owners a pre-annexation agreement for tracts of land which contain an agriculture, wildlife management or timber exemption from ad valorem taxes. The agreement states that the property owner may remain outside of the City's corporate limits so long as the owner agrees not to develop the property. The agreement is to last for a period of 15 years after which the City may annex the property. Approval of this agreement will allow the City to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City's land use attorney has reviewed the agreement and found it to be acceptable.

Supporting Documents:
- Proposed agreement

Staff Recommendation:
Staff recommends approval as presented.

MESSER ★ ROCKEFELLER ★ FORT
THE MUNICIPAL LAW FIRM

January 5, 2017

Via CMRRR#7012 3460 0000 0452 2860
and via First Class Mail
Lewis D. Dickerson
PO Box 181
Celina, TX 75009-0181

RE: Consideration of a Development Agreement – Collin County CAD Property ID 2123535.

Dear Mr. Dickerson,

The City of Celina, Texas (the "City"), is currently reviewing its future growth and planning needs and has identified your real property described in the attached development agreement as being subject to annexation in the near future. One part of this planning process is to consider the preservation of rural farms and ranches that surround the City as an alternative to development and annexation into the City limits. One of the goals of the City is to maintain open space, farms and ranches where possible.

Section 43.035 of the Texas Local Government Code provides that, before a city annexes property that is subject to an agricultural use, wildlife management use, or timber land ad valorem tax exemption, the city shall offer to enter into a "development agreement" with the property owner in lieu of annexation for those owners who desire to maintain the current status of their land. During the term of the development agreement, the City will agree not to annex your property as long as you, your heirs, successors or assigns continue to maintain your property in this status.

The development agreement provides that the property will retain its extraterritorial status and not be annexed into the City for at least fifteen (15) years, or longer, or until any type of subdivision plat or related development document is filed for the property, whichever occurs first. The agreement provides that the City may enforce all regulations and planning authority that do not interfere with the use of the property for agricultural, wildlife management, or timber purposes.

While the property remains outside the city limits, it will not be subject to city property taxes, but it also will not receive tax-supported services from the City such as police, fire, EMS and other important services. The development agreement provides terms for the future annexation of the property. If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed by the City.

7.N.a

Attachment: 19.241ac Dickerson Ltr and Ch 43 Dev Agr (2008 : Lewis Dickerson Ch 43 agreement - 19.241

Packet Pg. 203

We have enclosed the development agreement for your consideration. You have three options regarding the development agreement: (1) all owners may accept it as printed, and sign it with the notary acknowledgments provided; (2) you may negotiate new language acceptable to the City by indicating the words that you wish to change, add, or delete in the agreement; or (3) you or any owner may decline the offer of a development agreement.

Please feel free to contact me with any questions you may have; or, if you are represented by an attorney, feel free to have your attorney contact me with any questions. You may contact my assistant at the number below or via email at heather@txmunicipallaw.com.

If you desire to accept and execute the development agreement as presented, you must execute it and return it to our office at 6351 Preston Road, Suite 350, Frisco, Texas 75034, on or before *February 6, 2017*. Once received, the City will execute and file the document and return a file-stamped copy to you for your records.

If you have questions or are unable to return the agreement by that date, please contact me. Please note that if you desire to negotiate any changes to the Development Agreement as presented, they must be acceptable to the City and executed by you (and any additional owners of the property) by *February 6, 2017*. If we do not receive your response by *February 6, 2017* then we will take it that you do not wish to enter into a development agreement and your property will be subject to annexation to guide future development.

We appreciate your time and consideration of this request.

Very truly yours,
MESSER, ROCKEFELLER & FORT, P.L.L.C.

Guillermo S. L

for JULIE FORT
ATTORNEY FOR THE CITY

JF/HS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0943 I C Williamson Survey, Tract 12, 19.2412 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as one segment by Collin County Central Appraisal District, with "Land Segment 1" being 19.2412 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this

Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would

otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: Interim City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and 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 only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2017.

SIGNATURES ON NEXT PAGE

CITY OF CELINA

By: _____
Name: Rick Chaffin
Title: Interim City Manager
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2017, by Rick Chaffin, Interim City Manager of the City of Celina, Texas on behalf of said City.

_____
Notary Public in and for the State of TEXAS

OWNER: LEWIS D. DICKERSON

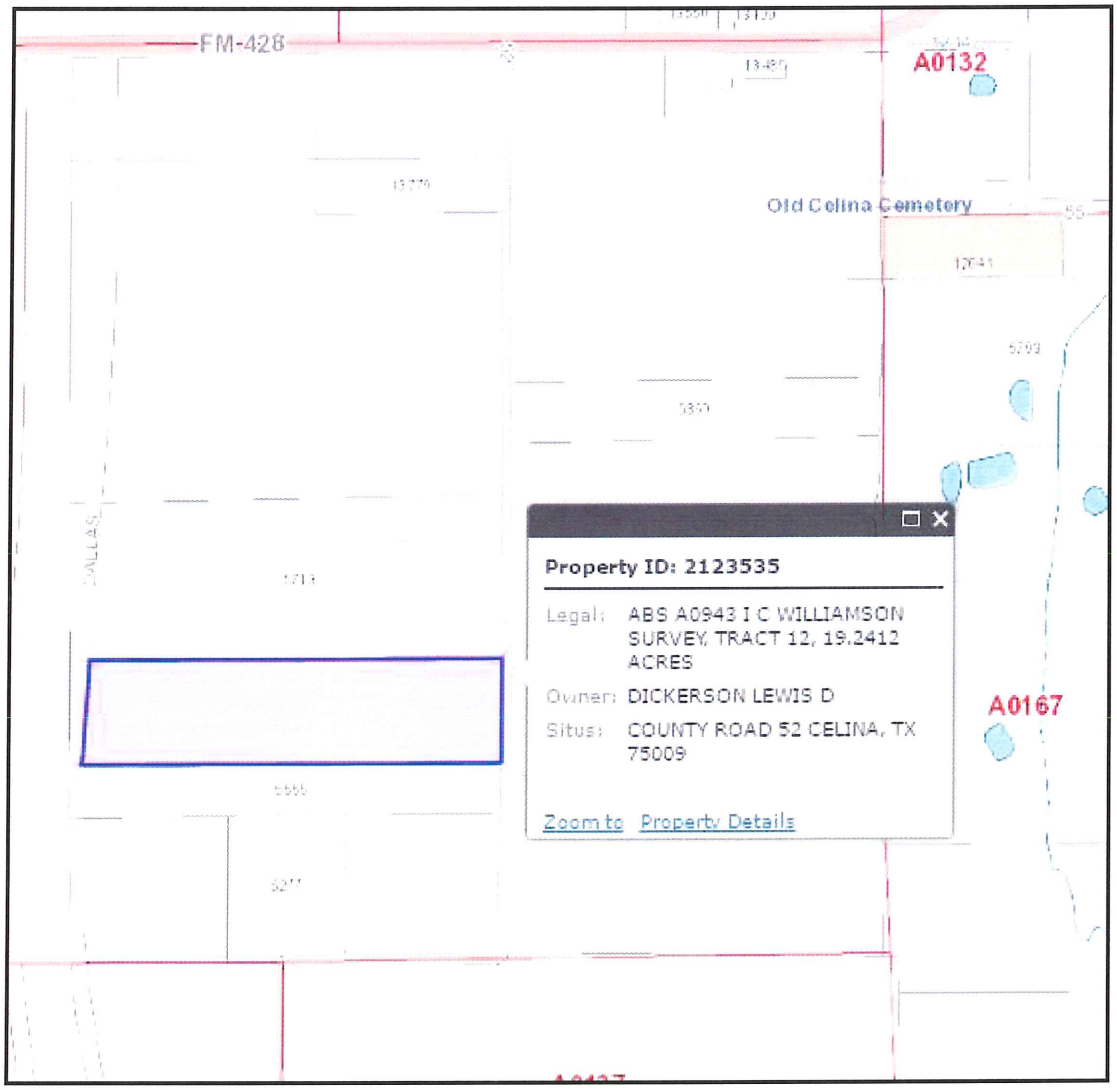
By:_____
Name: Lewis D. Dickerson
Title: Owner
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2017, by _____, owner of said Property.

_____
Notary Public in and for the State of TEXAS

EXHIBIT "A"


FM-428
A0132
Old Celina Cemetery
A0167
Property ID: 2123535
Legal: ABS A0943 I C WILLIAMSON SURVEY, TRACT 12, 19.2412 ACRES
Owner: DICKERSON LEWIS D
Situs: COUNTY ROAD 52 CELINA, TX 75009
Zoom to
Property Details

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Lewis Dickerson Chapter 43 agreement - 29.215 acre tract

Action Requested:
Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Lewis Dickerson on a 29.215 acre tract situated in the I.C. Williamson Survey. (Dickerson Chapter 43) (Liebman)

Background Information:
Texas Local Government Code requires that municipalities offer land owners a pre-annexation agreement for tracts of land which contain an agriculture, wildlife management or timber exemption from ad valorem taxes. The agreement states that the property owner may remain outside of the City's corporate limits so long as the owner agrees not to develop the property. The agreement is to last for a period of 15 years after which the City may annex the property. Approval of this agreement will allow the City to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City's land use attorney has reviewed the agreement and found it to be acceptable.

Supporting Documents:
- Proposed agreement

Staff Recommendation:
Staff recommends approval as presented.

MESSER ★ ROCKEFELLER ★ FORT
THE MUNICIPAL LAW FIRM

January 5, 2017

Via CMRRR#7012 3460 0000 0452 2853
and via First Class Mail
Lewis D. Dickerson
PO Box 181
Celina, TX 75009-0181

RE: Consideration of a Development Agreement – Collin County CAD Property ID 2122278.

Dear Mr. Dickerson,

The City of Celina, Texas (the "City"), is currently reviewing its future growth and planning needs and has identified your real property described in the attached development agreement as being subject to annexation in the near future. One part of this planning process is to consider the preservation of rural farms and ranches that surround the City as an alternative to development and annexation into the City limits. One of the goals of the City is to maintain open space, farms and ranches where possible.

Section 43.035 of the Texas Local Government Code provides that, before a city annexes property that is subject to an agricultural use, wildlife management use, or timber land ad valorem tax exemption, the city shall offer to enter into a "development agreement" with the property owner in lieu of annexation for those owners who desire to maintain the current status of their land. During the term of the development agreement, the City will agree not to annex your property as long as you, your heirs, successors or assigns continue to maintain your property in this status.

The development agreement provides that the property will retain its extraterritorial status and not be annexed into the City for at least fifteen (15) years, or longer, or until any type of subdivision plat or related development document is filed for the property, whichever occurs first. The agreement provides that the City may enforce all regulations and planning authority that do not interfere with the use of the property for agricultural, wildlife management, or timber purposes.

While the property remains outside the city limits, it will not be subject to city property taxes, but it also will not receive tax-supported services from the City such as police, fire, EMS and other important services. The development agreement provides terms for the future annexation of the property. If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed by the City.

7.O.a

Attachment: 28.215ac Dickerson Ltr and Ch 43 Dev Agr (2007 : Lewis Dickerson Ch 43 agreement - 28.215

Packet Pg. 212

We have enclosed the development agreement for your consideration. You have three options regarding the development agreement: (1) all owners may accept it as printed, and sign it with the notary acknowledgments provided; (2) you may negotiate new language acceptable to the City by indicating the words that you wish to change, add, or delete in the agreement; or (3) you or any owner may decline the offer of a development agreement.

Please feel free to contact me with any questions you may have; or, if you are represented by an attorney, feel free to have your attorney contact me with any questions. You may contact my assistant at the number below or via email at heather@txmunicipallaw.com.

If you desire to accept and execute the development agreement as presented, you must execute it and return it to our office at 6351 Preston Road, Suite 350, Frisco, Texas 75034, on or before *February 6, 2017*. Once received, the City will execute and file the document and return a file-stamped copy to you for your records.

If you have questions or are unable to return the agreement by that date, please contact me. Please note that if you desire to negotiate any changes to the Development Agreement as presented, they must be acceptable to the City and executed by you (and any additional owners of the property) by *February 6, 2017*. If we do not receive your response by *February 6, 2017* then we will take it that you do not wish to enter into a development agreement and your property will be subject to annexation to guide future development.

We appreciate your time and consideration of this request.

Very truly yours,
MESSER, ROCKEFELLER & FORT, P.L.L.C.

Guillermo S. Z

for JULIE FORT
ATTORNEY FOR THE CITY

JF/HS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0943 I C Williamson Survey, Tract 6, 28.215 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as two segments by Collin County Central Appraisal District, with "Land Segment 1" being 1.00 acres and "Land Segment 2" being 27.215 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City

property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may maintain the residential structure being approximately 7,073 square feet total, detached garage being approximately 2,450 square feet total and barn being approximately 3,200 square feet total on the 1.000 acres designated as "Land Segment 1" by Collin County Appraisal District.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation

proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: Interim City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and 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 only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2017.

SIGNATURES ON NEXT PAGE

CITY OF CELINA

By: _____
Name: Rick Chaffin
Title: Interim City Manager
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2017, by Rick Chaffin, Interim City Manager of the City of Celina, Texas on behalf of said City.

_____
Notary Public in and for the State of TEXAS

OWNER: LEWIS D. DICKERSON

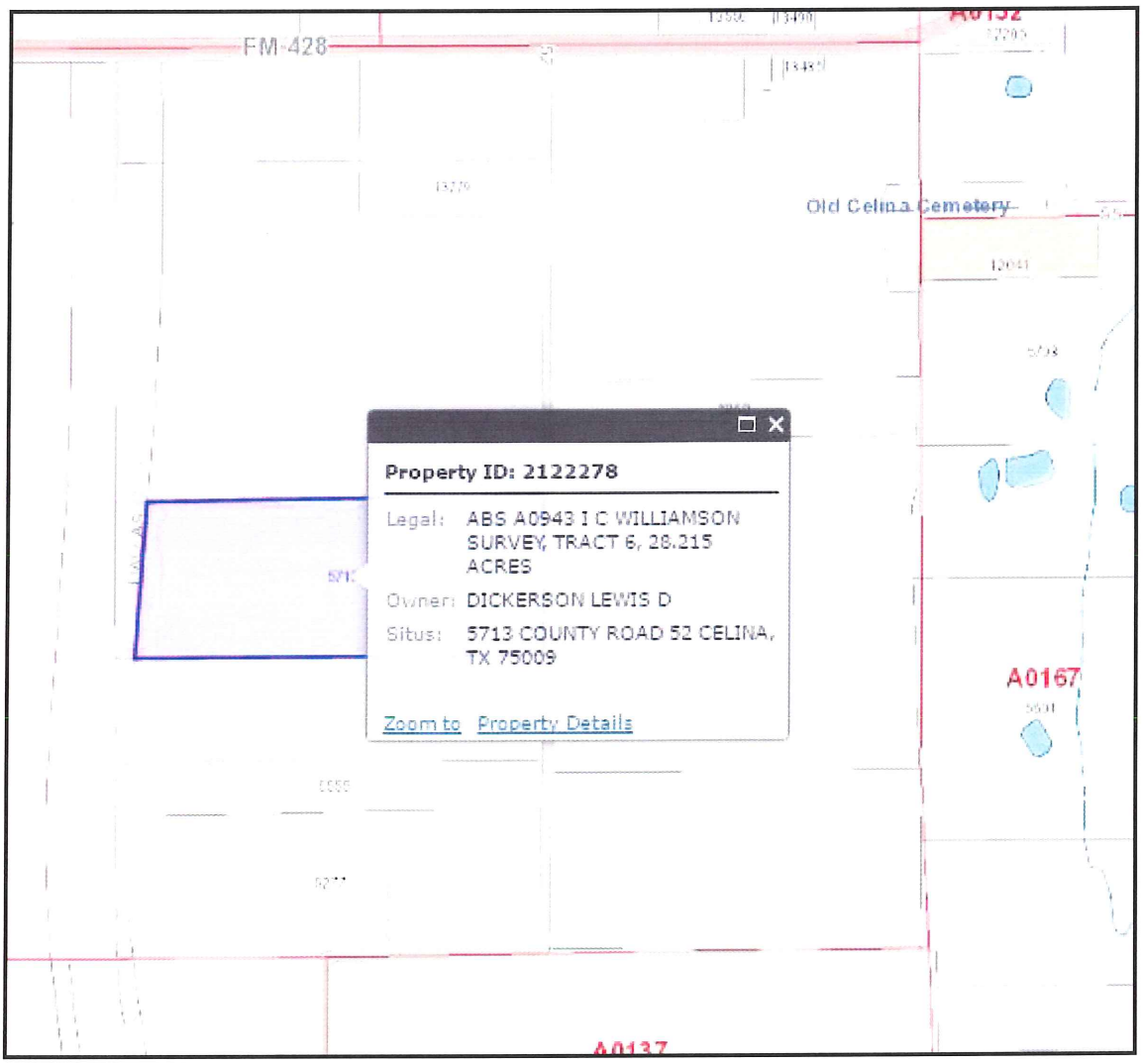
By:_____
Name: Lewis D. Dickerson
Title: Owner
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2017, by _____, owner of said Property.

_____
Notary Public in and for the State of TEXAS

EXHIBIT "A"


FM-428
Old Celina Cemetery
Property ID: 2122278
Legal: ABS A0943 I C WILLIAMSON SURVEY, TRACT 6, 28.215 ACRES
Owner: DICKERSON LEWIS D
Situs: 5713 COUNTY ROAD 52 CELINA, TX 75009
Zoom to
Property Details
A0167
A0137

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Blake Dickerson Chapter 43 agreement - 9.748 acre tract

Action Requested:
Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Blake Dickerson on a 9.748 acre tract situated in the I.C. Williamson Survey. (Dickerson Chapter 43) (Liebman)

Background Information:
Texas Local Government Code requires that municipalities offer land owners a pre-annexation agreement for tracts of land which contain an agriculture, wildlife management or timber exemption from ad valorem taxes. The agreement states that the property owner may remain outside of the City's corporate limits so long as the owner agrees not to develop the property. The agreement is to last for a period of 15 years after which the City may annex the property. Approval of this agreement will allow the City to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City's land use attorney has reviewed the agreement and found it to be acceptable.

Supporting Documents:
- Proposed agreement

Staff Recommendation:
Staff recommends approval as presented.

MESSER ★ ROCKEFELLER ★ FORT
THE MUNICIPAL LAW FIRM

January 5, 2017

Via CMRRR#7012 3460 0000 0452 2877
and via First Class Mail
Blake Dickerson
PO Box 432
Celina, TX 75009-0432

RE: Consideration of a Development Agreement – Collin County CAD Property ID 2123536.

Dear Mr. Dickerson,

The City of Celina, Texas (the "City"), is currently reviewing its future growth and planning needs and has identified your real property described in the attached development agreement as being subject to annexation in the near future. One part of this planning process is to consider the preservation of rural farms and ranches that surround the City as an alternative to development and annexation into the City limits. One of the goals of the City is to maintain open space, farms and ranches where possible.

Section 43.035 of the Texas Local Government Code provides that, before a city annexes property that is subject to an agricultural use, wildlife management use, or timber land ad valorem tax exemption, the city shall offer to enter into a "development agreement" with the property owner in lieu of annexation for those owners who desire to maintain the current status of their land. During the term of the development agreement, the City will agree not to annex your property as long as you, your heirs, successors or assigns continue to maintain your property in this status.

The development agreement provides that the property will retain its extraterritorial status and not be annexed into the City for at least fifteen (15) years, or longer, or until any type of subdivision plat or related development document is filed for the property, whichever occurs first. The agreement provides that the City may enforce all regulations and planning authority that do not interfere with the use of the property for agricultural, wildlife management, or timber purposes.

While the property remains outside the city limits, it will not be subject to city property taxes, but it also will not receive tax-supported services from the City such as police, fire, EMS and other important services. The development agreement provides terms for the future annexation of the property. If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed by the City.

7.P.a

Attachment: Blake Dickerson Ltr and Ch 43 Dev Agr (2009 : Blake Dickerson Ch 43 agreement - 9.748

Packet Pg. 221

We have enclosed the development agreement for your consideration. You have three options regarding the development agreement: (1) all owners may accept it as printed, and sign it with the notary acknowledgments provided; (2) you may negotiate new language acceptable to the City by indicating the words that you wish to change, add, or delete in the agreement; or (3) you or any owner may decline the offer of a development agreement.

Please feel free to contact me with any questions you may have; or, if you are represented by an attorney, feel free to have your attorney contact me with any questions. You may contact my assistant at the number below or via email at heather@txmunicipallaw.com.

If you desire to accept and execute the development agreement as presented, you must execute it and return it to our office at 6351 Preston Road, Suite 350, Frisco, Texas 75034, on or before *February 6, 2017*. Once received, the City will execute and file the document and return a file-stamped copy to you for your records.

If you have questions or are unable to return the agreement by that date, please contact me. Please note that if you desire to negotiate any changes to the Development Agreement as presented, they must be acceptable to the City and executed by you (and any additional owners of the property) by *February 6, 2017*. If we do not receive your response by *February 6, 2017* then we will take it that you do not wish to enter into a development agreement and your property will be subject to annexation to guide future development.

We appreciate your time and consideration of this request.

Very truly yours,
MESSER, ROCKEFELLER & FORT, P.L.L.C.

Guillermo S. [illegible]
for JULIE FORT
ATTORNEY FOR THE CITY

JF/HS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0943 I C Williamson Survey, Tract 17, 9.7383 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as two segments by Collin County Central Appraisal District, with "Land Segment 1" being 8.7383 acres and "Land Segment 2" being 1.00 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City

property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may maintain the residential structure being approximately 3,991 square feet total and barn being approximately 225 square feet total on the 1.000 acres designated as "Land Segment 2" by Collin County Appraisal District.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation

proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: Interim City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and 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 only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2017.

SIGNATURES ON NEXT PAGE

CITY OF CELINA

By: _____
Name: Rick Chaffin
Title: Interim City Manager
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2017, by Rick Chaffin, Interim City Manager of the City of Celina, Texas on behalf of said City.

_____
Notary Public in and for the State of TEXAS

OWNER: BLAKE DICKERSON

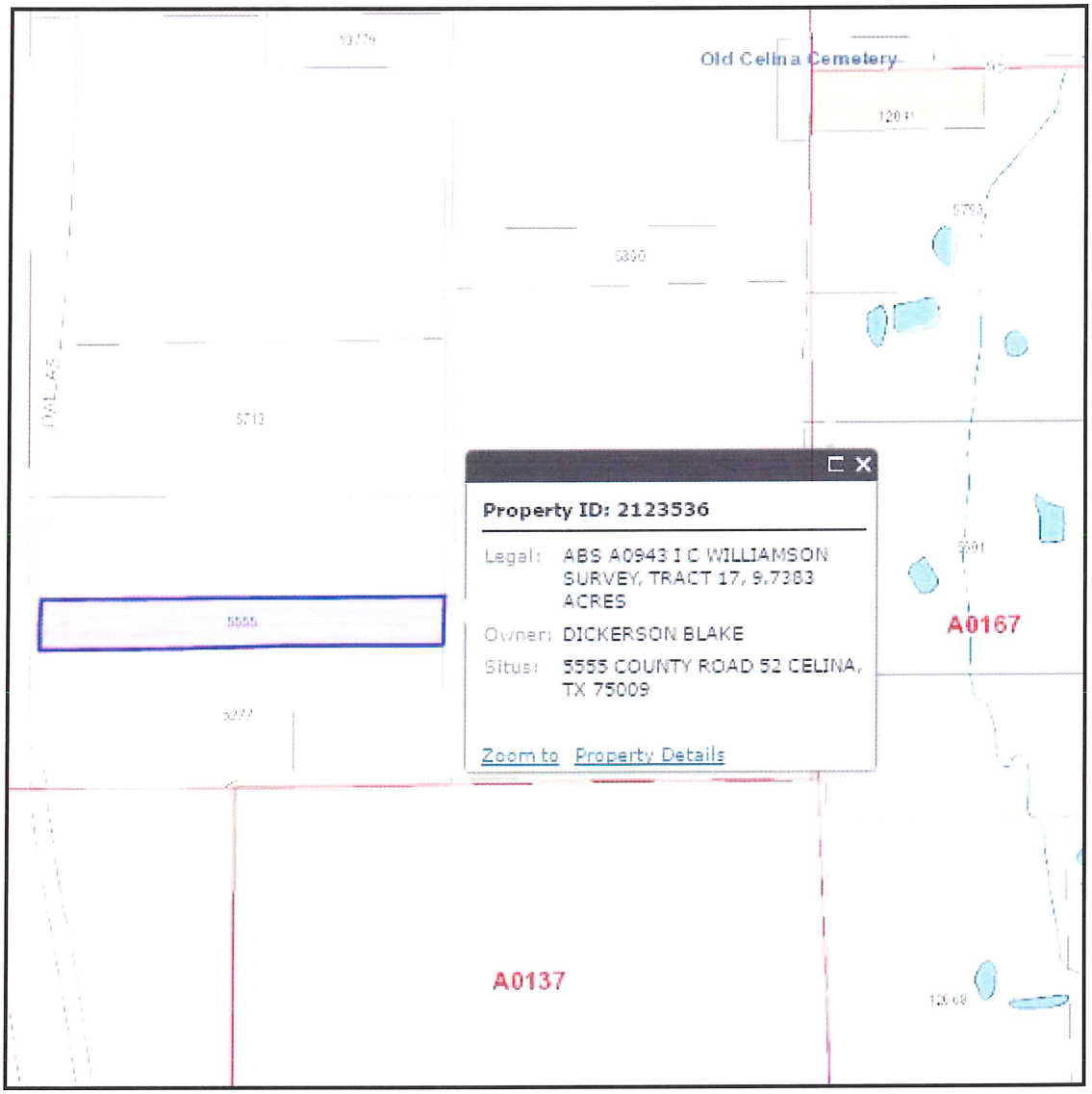
By:_____
Name: Blake Dickerson
Title: Owner
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2017, by _____, owner of said Property.

_____
Notary Public in and for the State of TEXAS

EXHIBIT "A"


Old Celina Cemetery
5890
5713
5555
5277
Property ID: 2123536
Legal: ABS A0943 I C WILLIAMSON SURVEY, TRACT 17, 9.7383 ACRES
Owner: DICKERSON BLAKE
Situs: 5555 COUNTY ROAD 52 CELINA, TX 75009
Zoom to
Property Details
A0167
A0137

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Osborne Chapter 43 agreement - 14.5 acre tract

Action Requested:
Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Sandra Osborne on a 14.5 acre tract situated in the B.B.B. & C. RY CO. Survey. (Osborne Chapter 43) (Liebman)

Background Information:
Texas Local Government Code requires that municipalities offer land owners a pre-annexation agreement for tracts of land which contain an agriculture, wildlife management or timber exemption from ad valorem taxes. The agreement states that the property owner may remain outside of the City's corporate limits so long as the owner agrees not to develop the property. The agreement is to last for a period of 15 years after which the City may annex the property. Approval of this agreement will allow the City to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City's land use attorney has reviewed the agreement and found it to be acceptable.

Supporting Documents:
- Proposed agreement

Staff Recommendation:
Staff recommends approval as presented.

MESSER ★ ROCKEFELLER ★ FORT
THE MUNICIPAL LAW FIRM

January 5, 2017

Via CMRRR#7012 3460 0000 0452 2792
and via First Class Mail
Sandra Short Osborne
1700 N. Russell Street
Pampa, TX 79065-4340

RE: Consideration of a Development Agreement – Collin County CAD Property ID 991092.

Dear Ms. Osborne,

The City of Celina, Texas (the "City"), is currently reviewing its future growth and planning needs and has identified your real property described in the attached development agreement as being subject to annexation in the near future. One part of this planning process is to consider the preservation of rural farms and ranches that surround the City as an alternative to development and annexation into the City limits. One of the goals of the City is to maintain open space, farms and ranches where possible.

Section 43.035 of the Texas Local Government Code provides that, before a city annexes property that is subject to an agricultural use, wildlife management use, or timber land ad valorem tax exemption, the city shall offer to enter into a "development agreement" with the property owner in lieu of annexation for those owners who desire to maintain the current status of their land. During the term of the development agreement, the City will agree not to annex your property as long as you, your heirs, successors or assigns continue to maintain your property in this status.

The development agreement provides that the property will retain its extraterritorial status and not be annexed into the City for at least fifteen (15) years, or longer, or until any type of subdivision plat or related development document is filed for the property, whichever occurs first. The agreement provides that the City may enforce all regulations and planning authority that do not interfere with the use of the property for agricultural, wildlife management, or timber purposes.

While the property remains outside the city limits, it will not be subject to city property taxes, but it also will not receive tax-supported services from the City such as police, fire, EMS and other important services. The development agreement provides terms for the future annexation of the property. If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed by the City.

7.Q.a

Attachment: 14.5ac Osborne Ltr and Ch 43 Dev Agr (2011 : Osborne 14.5ac Ch43 agreement)

Packet Pg. 230

We have enclosed the development agreement for your consideration. You have three options regarding the development agreement: (1) all owners may accept it as printed, and sign it with the notary acknowledgments provided; (2) you may negotiate new language acceptable to the City by indicating the words that you wish to change, add, or delete in the agreement; or (3) you or any owner may decline the offer of a development agreement.

Please feel free to contact me with any questions you may have; or, if you are represented by an attorney, feel free to have your attorney contact me with any questions. You may contact my assistant at the number below or via email at heather@txmunicipallaw.com.

If you desire to accept and execute the development agreement as presented, you must execute it and return it to our office at 6351 Preston Road, Suite 350, Frisco, Texas 75034, on or before *February 6, 2017*. Once received, the City will execute and file the document and return a file-stamped copy to you for your records.

If you have questions or are unable to return the agreement by that date, please contact me. Please note that if you desire to negotiate any changes to the Development Agreement as presented, they must be acceptable to the City and executed by you (and any additional owners of the property) by *February 6, 2017*. If we do not receive your response by *February 6, 2017* then we will take it that you do not wish to enter into a development agreement and your property will be subject to annexation to guide future development.

We appreciate your time and consideration of this request.

Very truly yours,
MESSER, ROCKEFELLER & FORT, P.L.L.C.

for Guillermo S. L

JULIE FORT
ATTORNEY FOR THE CITY

JF/HS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0132 B B B & C Ry Co Survey, Tract 4, 14.15 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as one segment by Collin County Central Appraisal District, with "Land Segment 1" being 14.15 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this

Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would

otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: Interim City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and 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 only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2017.

SIGNATURES ON NEXT PAGE

CITY OF CELINA

By: _____
Name: Rick Chaffin
Title: Interim City Manager
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2017, by Rick Chaffin, Interim City Manager of the City of Celina, Texas on behalf of said City.

_____
Notary Public in and for the State of TEXAS

OWNER: SANDRA SHORT OSBORNE

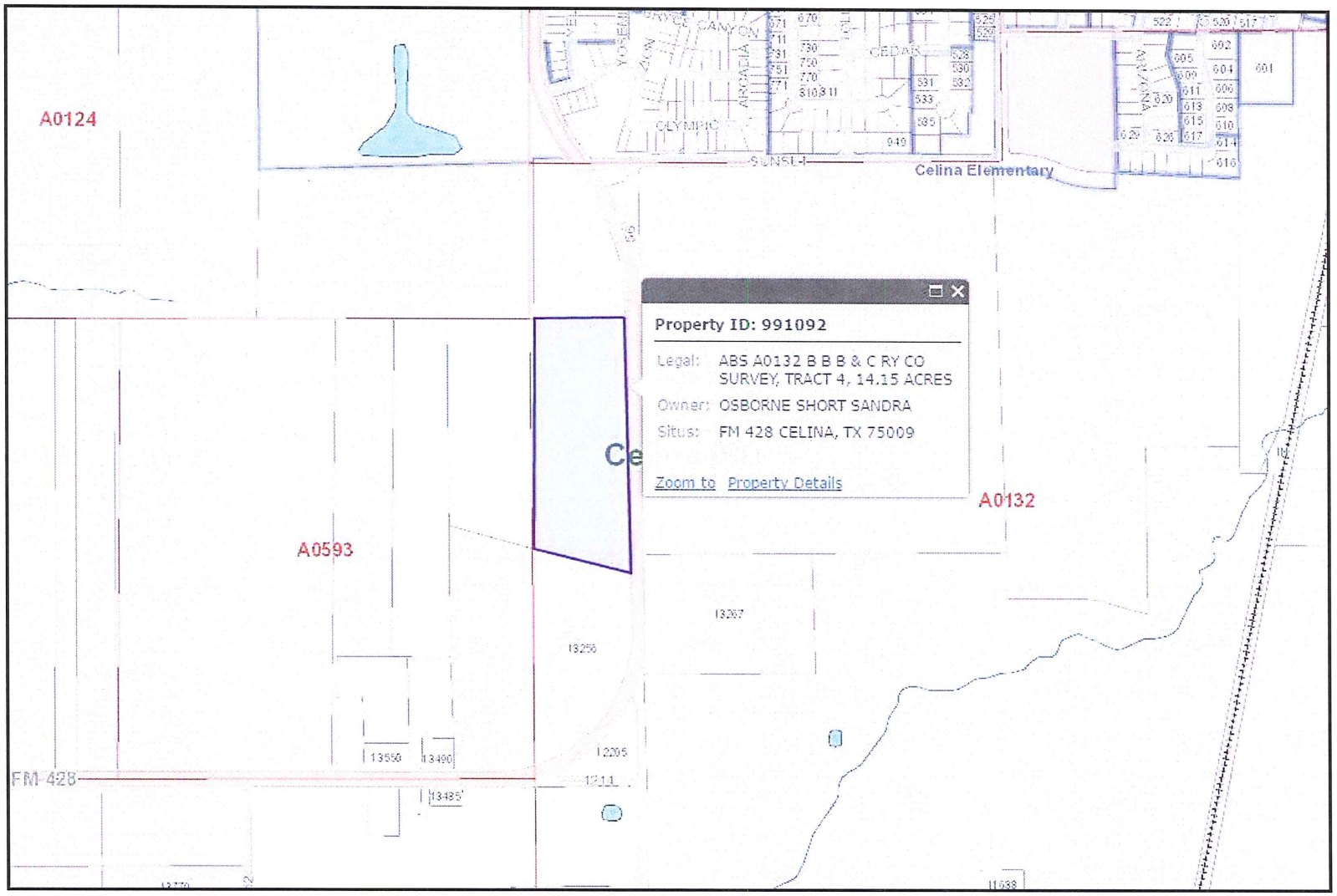
By:_____
Name: Sandra Short Osborne
Title: Owner
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2017, by _____, owner of said Property.

_____
Notary Public in and for the State of TEXAS

EXHIBIT "A"



Attachment: 14.5ac Osborne Ltr and Ch 43 Dev Agr (2011 : Osborne 14.5ac Ch43 agreement)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Osborne Chapter 43 agreement - 14.0 acre tract

Action Requested:
Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and Sandra Osborne on a 14.0 acre tract of land situated in the S. McCullough Survey. (Osborne Chapter 43) (Liebman)

Background Information:
Texas Local Government Code requires that municipalities offer land owners a pre-annexation agreement for tracts of land which contain an agriculture, wildlife management or timber exemption from ad valorem taxes. The agreement states that the property owner may remain outside of the City's corporate limits so long as the owner agrees not to develop the property. The agreement is to last for a period of 15 years after which the City may annex the property. Approval of this agreement will allow the City to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City's land use attorney has reviewed the agreement and found it to be acceptable.

Supporting Documents:
- Proposed agreement

Staff Recommendation:
Staff recommends approval as presented.

MESSER ★ ROCKEFELLER ★ FORT
THE MUNICIPAL LAW FIRM

January 5, 2017

Via CMRRR#7012 3460 0000 0452 2808
and via First Class Mail
Sandra Short Osborne
1700 N. Russell Street
Pampa, TX 79065-4340

RE: Consideration of a Development Agreement – Collin County CAD Property ID 995980.

Dear Ms. Osborne,

The City of Celina, Texas (the "City"), is currently reviewing its future growth and planning needs and has identified your real property described in the attached development agreement as being subject to annexation in the near future. One part of this planning process is to consider the preservation of rural farms and ranches that surround the City as an alternative to development and annexation into the City limits. One of the goals of the City is to maintain open space, farms and ranches where possible.

Section 43.035 of the Texas Local Government Code provides that, before a city annexes property that is subject to an agricultural use, wildlife management use, or timber land ad valorem tax exemption, the city shall offer to enter into a "development agreement" with the property owner in lieu of annexation for those owners who desire to maintain the current status of their land. During the term of the development agreement, the City will agree not to annex your property as long as you, your heirs, successors or assigns continue to maintain your property in this status.

The development agreement provides that the property will retain its extraterritorial status and not be annexed into the City for at least fifteen (15) years, or longer, or until any type of subdivision plat or related development document is filed for the property, whichever occurs first. The agreement provides that the City may enforce all regulations and planning authority that do not interfere with the use of the property for agricultural, wildlife management, or timber purposes.

While the property remains outside the city limits, it will not be subject to city property taxes, but it also will not receive tax-supported services from the City such as police, fire, EMS and other important services. The development agreement provides terms for the future annexation of the property. If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed by the City.

7.R.a

Attachment: 14.0 ac Osborne Ltr and Ch 43 Dev Agr (2012 : Osborne 14.0ac Ch43 agreement)

Packet Pg. 239

We have enclosed the development agreement for your consideration. You have three options regarding the development agreement: (1) all owners may accept it as printed, and sign it with the notary acknowledgments provided; (2) you may negotiate new language acceptable to the City by indicating the words that you wish to change, add, or delete in the agreement; or (3) you or any owner may decline the offer of a development agreement.

Please feel free to contact me with any questions you may have; or, if you are represented by an attorney, feel free to have your attorney contact me with any questions. You may contact my assistant at the number below or via email at heather@txmunicipallaw.com.

If you desire to accept and execute the development agreement as presented, you must execute it and return it to our office at 6351 Preston Road, Suite 350, Frisco, Texas 75034, on or before *February 6, 2017*. Once received, the City will execute and file the document and return a file-stamped copy to you for your records.

If you have questions or are unable to return the agreement by that date, please contact me. Please note that if you desire to negotiate any changes to the Development Agreement as presented, they must be acceptable to the City and executed by you (and any additional owners of the property) by *February 6, 2017*. If we do not receive your response by *February 6, 2017* then we will take it that you do not wish to enter into a development agreement and your property will be subject to annexation to guide future development.

We appreciate your time and consideration of this request.

Very truly yours,
MESSER, ROCKEFELLER & FORT, P.L.L.C.

for JULIE FORT
ATTORNEY FOR THE CITY

JF/HS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0593 S McCullough Survey, Tract 2, 14.0 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as one segment by Collin County Central Appraisal District, with "Land Segment 1" being 14.0 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this

Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would

otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: Interim City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and 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 only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2017.

SIGNATURES ON NEXT PAGE

CITY OF CELINA

By: _____
Name: Rick Chaffin
Title: Interim City Manager
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2017, by Rick Chaffin, Interim City Manager of the City of Celina, Texas on behalf of said City.

_____
Notary Public in and for the State of TEXAS

OWNER: SANDRA SHORT OSBORNE

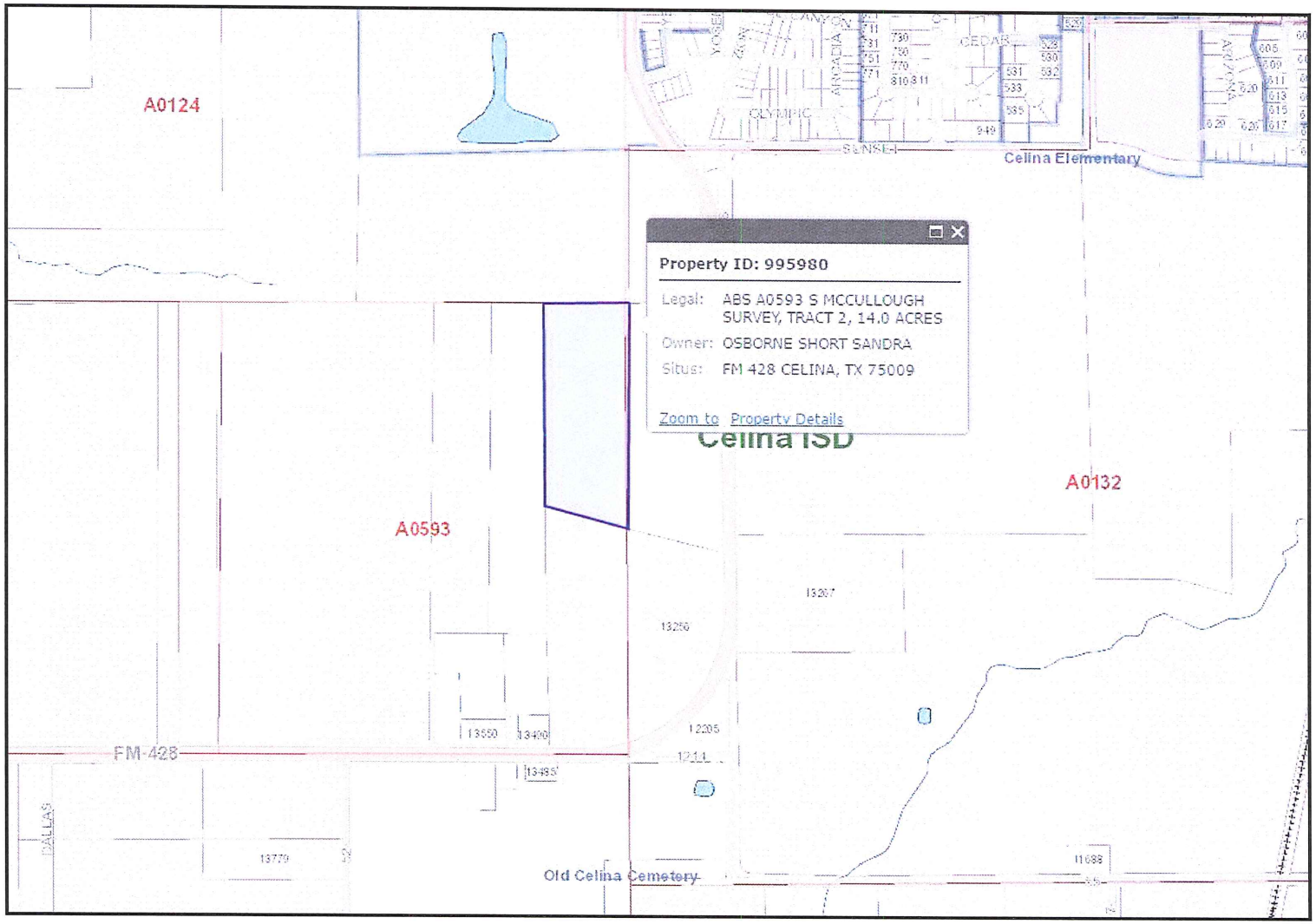
By:_____
Name: Sandra Short Osborne
Title: Owner
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2017, by _____, owner of said Property.

_____
Notary Public in and for the State of TEXAS

EXHIBIT "A"



Attachment: 14.0 ac Osborne Ltr and Ch 43 Dev Agr (2012 : Osborne 14.0ac Ch43 agreement)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	SBS Prosper 62 LTD. Chapter 43 agreement 9.26 acres

Action Requested:
Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement by and between the City of Celina and SBS Prosper 62 LTD. on a 9.26 acre tract situated in the I.C. Williamson Survey. (SBS Prosper Chapter 43) (Liebman)

Background Information:
Texas Local Government Code requires that municipalities offer land owners a pre-annexation agreement for tracts of land which contain an agriculture, wildlife management or timber exemption from ad valorem taxes. The agreement states that the property owner may remain outside of the City's corporate limits so long as the owner agrees not to develop the property. The agreement is to last for a period of 15 years after which the City may annex the property. Approval of this agreement will allow the City to utilize this tract as a point of contiguity in future annexations.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City's land use attorney has reviewed the agreement and found it to be acceptable.

Supporting Documents:
- Proposed agreement

Staff Recommendation:
Staff recommends approval as presented.

MESSER ★ ROCKEFELLER ★ FORT
THE MUNICIPAL LAW FIRM

January 5, 2017

Via CMRRR#7012 3460 0000 0452 2921
and via First Class Mail
SBS Prosper 62 Ltd.
c/o Afsaneh Rafie Esmaili, Registered Agent
7120 Bremerton Ct.
Dallas, TX 75252-6128

RE: Consideration of a Development Agreement – Collin County CAD Property ID 2583960.

Dear Mr. Esmaili,

The City of Celina, Texas (the "City"), is currently reviewing its future growth and planning needs and has identified your real property described in the attached development agreement as being subject to annexation in the near future. One part of this planning process is to consider the preservation of rural farms and ranches that surround the City as an alternative to development and annexation into the City limits. One of the goals of the City is to maintain open space, farms and ranches where possible.

Section 43.035 of the Texas Local Government Code provides that, before a city annexes property that is subject to an agricultural use, wildlife management use, or timber land ad valorem tax exemption, the city shall offer to enter into a "development agreement" with the property owner in lieu of annexation for those owners who desire to maintain the current status of their land. During the term of the development agreement, the City will agree not to annex your property as long as you, your heirs, successors or assigns continue to maintain your property in this status.

The development agreement provides that the property will retain its extraterritorial status and not be annexed into the City for at least fifteen (15) years, or longer, or until any type of subdivision plat or related development document is filed for the property, whichever occurs first. The agreement provides that the City may enforce all regulations and planning authority that do not interfere with the use of the property for agricultural, wildlife management, or timber purposes.

While the property remains outside the city limits, it will not be subject to city property taxes, but it also will not receive tax-supported services from the City such as police, fire, EMS and other important services. The development agreement provides terms for the future annexation of the property. If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed by the City.

7.S.a

Attachment: SBS Prosper Ltr and Ch 43 Dev Agr (2013 : SBS Prosper Ch 43 agreement - 19.241 acres)

Packet Pg. 248

We have enclosed the development agreement for your consideration. You have three options regarding the development agreement: (1) all owners may accept it as printed, and sign it with the notary acknowledgments provided; (2) you may negotiate new language acceptable to the City by indicating the words that you wish to change, add, or delete in the agreement; or (3) you or any owner may decline the offer of a development agreement.

Please feel free to contact me with any questions you may have; or, if you are represented by an attorney, feel free to have your attorney contact me with any questions. You may contact my assistant at the number below or via email at heather@txmunicipallaw.com.

If you desire to accept and execute the development agreement as presented, you must execute it and return it to our office at 6351 Preston Road, Suite 350, Frisco, Texas 75034, on or before *February 6, 2017*. Once received, the City will execute and file the document and return a file-stamped copy to you for your records.

If you have questions or are unable to return the agreement by that date, please contact me. Please note that if you desire to negotiate any changes to the Development Agreement as presented, they must be acceptable to the City and executed by you (and any additional owners of the property) by *February 6, 2017*. If we do not receive your response by *February 6, 2017* then we will take it that you do not wish to enter into a development agreement and your property will be subject to annexation to guide future development.

We appreciate your time and consideration of this request.

Very truly yours,
MESSER, ROCKEFELLER & FORT, P.L.L.C.

Guillermo S L

for JULIE FORT
ATTORNEY FOR THE CITY

JF/HS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS)
)
COUNTY OF COLLIN)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Celina, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Collin County, Texas, legally described as Abs A0943 I C Williamson Survey, Tract 22, 9.2699 acres, Celina, Texas and more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the Property is designated as one segment by Collin County Central Appraisal District, with "Land Segment 1" being 9.2699 acres; and

WHEREAS, the City intends to begin the process to institute annexation proceedings on all or portions of Owner's Property in the near future; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Collin County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this

Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of Texas Local Government Code.

Section 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written authority of the City Council.

The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property, which includes but is not limited to seeking to create any special district (including but not limited to a Municipal Utility District, Fresh Water Supply District, Water Control and Improvement District, Municipal Management District, Public Improvement District, or any similar special district) within any part of the Property within the City's extraterritorial jurisdiction ("ETJ") including by seeking to file, or filing, any legislation or any application with the Texas Commission on Environmental Quality ("TCEQ") to create any such special district (a "Development Document"), until the Property has been annexed into, and zoned by, the City.

The Owner covenants and agrees not to construct, or allow to be constructed, any improvements or buildings on the Property that would require a permit or building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's AG—Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for AG— Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may maintain the barn being approximately 400 square feet total on the 9.2699 acres designated as "Land Segment 1" by Collin County Appraisal District.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner acknowledges and stipulates that if any plat or Development Document is filed in violation of this Agreement, or if the Owner commences construction on or development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute an irrevocable petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees and stipulates that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner to the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore,

the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein. Owner acknowledges and stipulates that this Development Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, Owner agrees that the City is authorized to enforce all of the City's regulations, permit requirements and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation before the end of the Term, for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, the Owners hereby waives any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Property annexed pursuant to this Agreement will initially be zoned AG – Agricultural pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Any person who sells or conveys any portion of the Property shall, no later than 14 days prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Celina
Attn: Interim City Manager
142 N. Ohio
Celina, Texas 75009

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Collin County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability.

Section 11. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and 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 only in Collin County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 15. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2017.

SIGNATURES ON NEXT PAGE

CITY OF CELINA

By: _____
Name: Rick Chaffin
Title: Interim City Manager
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2017, by Rick Chaffin, Interim City Manager of the City of Celina, Texas on behalf of said City.

_____
Notary Public in and for the State of TEXAS

OWNER: SBS PROSPER 62 LTD.

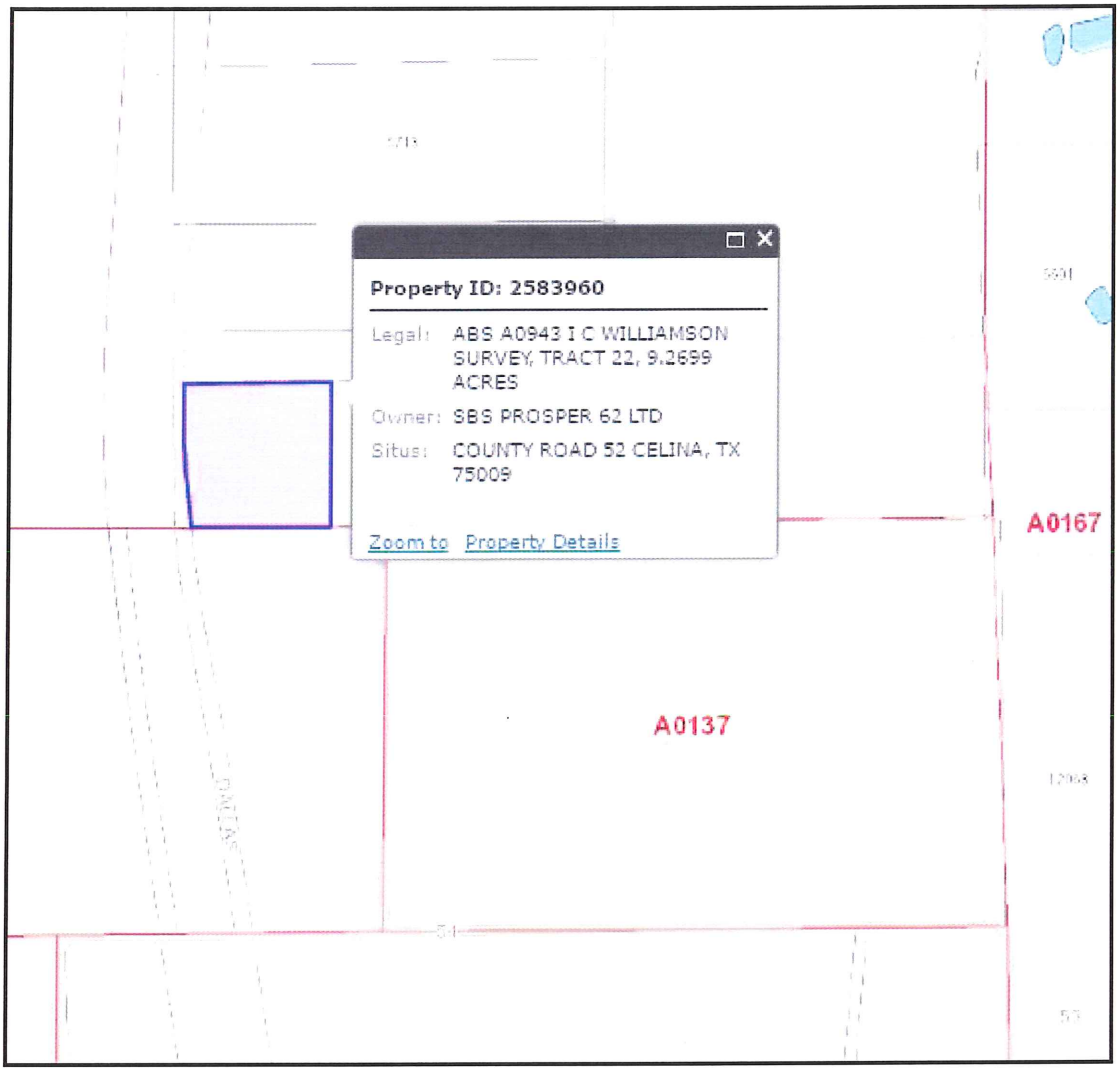
By:_____
Name: Afsaneh Rafie Esmaili
Title: Registered Agent
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ ____, 2017, by _____, owner of said Property.

_____
Notary Public in and for the State of TEXAS

EXHIBIT "A"


Property ID: 2583960
Legal: ABS A0943 I C WILLIAMSON SURVEY, TRACT 22, 9.2699 ACRES
Owner: SBS PROSPER 62 LTD
Situs: COUNTY ROAD 52 CELINA, TX 75009
Zoom to
Property Details
A0167
A0137

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robyn Miga, Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	GDP Ordinance Amendment

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony and act upon an amendment to the City of Celina's Code of Ordinances Chapter 10: Subdivision Regulations, Division 3: Procedures, Section 10.03.083: General Development Plan. (GDP Ordinance Amendment) (Liebman)

Background Information:
Staff is proposing an amendment to help streamline our development review process while assisting developers in constructing their developments as quickly as possible. Currently, applicants for a phased development are required to submit a tree preservation plan with each individual phase of construction.

The problem arises when a developer wishes to grade their entire property but is only developing a portion of their property today. This presents a situation in which the limits of their provided tree protection plan do not match with the extent of work that is being done.

Staff is proposing an amendment which would require that tree preservation plans are submitted for review during the General Development Phase, which occurs prior to platting. This would allow the developer to have one survey for the entire property rather than being required to have multiple surveys prepared. Additionally, this assists staff in ensuring that a proper preservation and mitigation plans are in place for each individual phase.

Board Review/Citizen Input:
Planning & Zoning Commission unanimously recommended approval at the March 21, 2017 meeting.

Alternatives:
N/A

Legal Review:
N/A

Supporting Documents:
- Proposed Ordinance

Staff Recommendation:

Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2017-____

GENERAL DEVELOPMENT PLAN

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 10: SUBDIVISION REGULATIONS, ARTICLE 10.03: SUBDIVISION ORDINANCE; DIVISION 3: PROCEDURES; SECTION 10.03.083 GENERAL DEVELOPMENT PLAN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; 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, Title 7 Chapter 212 of the Texas Local Government Code, empowers a municipality to, among other things, regulate the subdivision of land and provide standards for public infrastructure and development;

WHEREAS, the City Council has determined that it is in the public interest to amend certain subdivision regulations pertaining to General Development Plans.

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.

Attachment: Article 10.03 Subdivision_General Development Plan_Final (1979 : GDP Ordinance)

SECTION 3
AMENDMENTS

3.01. That the Celina Code of Ordinances, Chapter 10: Subdivision Regulations, Article 10.03: Subdivision Ordinance; Division 3: Procedures; Section 10.03.083 General Development Plan, subsection (g) shall be amended to read as follows:

(g) Contents. The General Development Plan shall include:

(1) A proposed layout drawn to a scale of one inch equals 200 feet or larger.

(2) True north shall be clearly indicated and located to the bottom and right of the study.

(3) Arrangement, connection and dimensions to streets of adjacent properties.

(4) The names of adjacent additions or subdivisions or the name of record of owners of adjoining parcels of unplatted land.

(5) General location and size of school sites, park and recreation areas, and other public areas.

(6) Location of proposed shopping center, multifamily residential, and other land uses.

(7) Proposals for water, sewer, and drainage systems in relation to master plans where they exist for these facilities.

(8) Proposals for services furnished by private utility companies.

(9) Summary of uses by type, number, and acreage.

(10) Identification of any floodprone areas and general proposals for such areas.

(11) The plan shall include existing and approved driveways within 200 feet of the site.

(12) The plan shall include existing and/or proposed median openings with 500 feet of the site.

(13) Hike and bike trails per the open space and park master plan.

(14) A concept plan submitted for the purpose of securing zoning approvals may be accepted as a general development plan if it meets the requirements of this section.

(15) A tree preservation plan in accordance with the City's tree preservation regulations located in Section 14.05.090.

Attachment: Article 10.03 Subdivision_General Development Plan_Final (1979 : GDP Ordinance)

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 subdivision regulations which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

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

SECTION 7
PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
PUBLICATION CLAUSE

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

Attachment: Article 10.03 Subdivision_General Development Plan_Final (1979 : GDP Ordinance)

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 11th day of April, 2017.

_____
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: Article 10.03 Subdivision_General Development Plan_Final (1979 : GDP Ordinance)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Mary Petty, Petty & Associates, Inc.
Date:	April 11, 2017
Re:	Sutton Fields II, Tax Increment Reinvestment Zone Number Four Public Hearing

---

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony regarding an amendment to the Reinvestment Zone Number Four Final Project and Financing Plan and the enlargement of the zone. (Sutton Fields II) (Petty)

Background Information:
<Insert Background Info Here>

Board Review/Citizen Input:
<Insert Review/Citizen input here>

Alternatives:
<Insert Alternative here>

Financial Considerations:
<Insert Financial Considerations here>

Legal Review:
<Insert Legal Review Here>.

Supporting Documents:
<Insert Supporting Documents Here>

Staff Recommendation:

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Mary Petty, Petty & Associates, Inc.
Date:	April 11, 2017
Re:	Sutton Fields II, Public Improvement District Public Hearing

---

Action Requested:
The Celina City Council will conduct a public hearing to consider testimony regarding an amendment to the Sutton Fields II Public Improvement District Service and Assessment Plans (SAP), dated November 10, 2015 for property within the Sutton Fields II Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. (Sutton Fields II) (Petty)

Background Information:
<Insert Background Info Here>

Board Review/Citizen Input:
<Insert Review/Citizen input here>

Alternatives:
<Insert Alternative here>

Financial Considerations:
<Insert Financial Considerations here>

Legal Review:
<Insert Legal Review Here>.

Supporting Documents:
<Insert Supporting Documents Here>

Staff Recommendation:

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robyn Miga, Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Cluster Mailbox Ordinance Amendments

Action Requested:
The Celina City Council will act upon an ordinance amending the City of Celina's Code of Ordinances Chapter 3: Building Regulations, Article 3.10: Streets and Sidewalks, Division 2: Address Numbers. (Cluster Mailbox Ordinance Amendment) (Liebman)

Background Information:
Staff is proposing an amendment to bring the City's mailbox requirements in line with the United States Postal Service policy on clustered delivery.

In 2016 the USPS began a policy of requiring new developments to utilize a clustered mailbox delivery system. Their intent is to have one box per group of homes, typically one per street or block. This is expected to reduce the number of delivery drivers required as well as reduce the delivery times for their future routes.

Staff is also proposing added language that clarifies these cluster boxes must have a masonry façade, currently all mailboxes must have a masonry façade which matches the structure it is assigned to. With the new USPS policy of requiring clustered mailboxes staff is proposing a revision to this language which requires that cluster boxes must have a masonry façade which matches or compliments adjacent structures or the development as a whole.

Board Review/Citizen Input:
Planning & Zoning Commission unanimously recommended approval at the March 21, 2017 meeting.

Alternatives:
N/A

Legal Review:
N/A

Supporting Documents:
- Proposed Ordinance

Staff Recommendation:

Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2017-____

ADDRESS NUMBERS AND MAILBOXES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 3: BUILDING REGULATIONS, ARTICLE 3.10: STREETS AND SIDEWALKS, DIVISION 2: ADDRESS NUMBERS AND MAILBOXES; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; 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, Chapter 311 of the Texas Transportation Code, grants the City jurisdiction to regulate its streets and sidewalks; and

WHEREAS, the City Council has determined that enacting certain regulations regarding address placement and mailboxes is in the public interest.

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.

Attachment: Article 3.10 Streets and Sidewalks_Addresses and Mailboxes_Final (1980 : Cluster Mailbox Ordinance Amendment)

SECTION 3
AMENDMENTS

3.01. That the Celina Code of Ordinances, Chapter 3: Building Regulations, Article 3.10: Streets and Sidewalks, Division 2: Address Numbers and Mailboxes shall be amended to read as follows:

"Address Numbers & Mailboxes

Sec. 3.10.031 Penalty

Any person, firm or corporation violating any provision of this division shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined any sum of not more than $500.00. Each and every day that the violation continues shall constitute a separate and distinct offense and shall be treated as such.

Sec. 3.10.032 Assignment; placement by city authorized

The City Council, through its agents and employees, has assigned a street number to each and every structure and each and every vacant area in the city, and, in order to properly identify all such structures, directs that the city, through its agents and employees, place the appropriate street number on each and every structure existing in the city and its extraterritorial jurisdiction. The city manager or his designee may set forth additional rules regarding street numbering and addressing to accommodate development within the city and its extraterritorial jurisdiction.

Sec. 3.10.033 Location

The numbers shall be placed on the front of each structure in a conspicuous place, and as far as possible shall be located on the front of the structure facing the street and shall be located five and one-half feet above the bottom of the front door and no more than two and one-half feet to the left of the door.

Sec. 3.10.034 Assessment of cost of placement

In order to defray a portion of the cost of placing the street numbers, the owner or owners of each structure will be assessed a fee, which amount shall be billed to the owner or owners on their water bill, or for those owners of structures not served by city water shall be billed on the first day of the first month following the installation of the numbers.

Sec. 3.10.035 New structures

(a) As part of the plat approval process, the city shall assign a street address to each platted lot shown on an approved final plat.
(b) It shall be the obligation of all persons, firms or corporations erecting new structures in the city and its extraterritorial jurisdiction to secure the correct street number from the Planning and Development Services department and to place on the structure a street number located as provided for in this article prior to the issuance of a Certificate of Occupancy.

Sec. 3.10.036 Mailboxes

(a) Mailboxes shall be installed in accordance with current United States Postal Service (USPS) policies.
(b) If cluster mailboxes are required by the USPS, an approved mailbox coordination plan shall be submitted to the City prior to addresses being assigned for the development.

Attachment: Article 3.10 Streets and Sidewalks_Addresses and Mailboxes_Final (1980 : Cluster Mailbox Ordinance Amendment)

(c) Mailboxes shall have a masonry façade which matches or complements adjacent structures and or the development as a whole.

Sec. 3.10.037 Conflicts with county regulations

Pursuant to section 251.013 of the Texas Transportation Code, this division prevails over any Collin County Commissioners Court order or Denton County Commissioners Court order that conflicts with this division."

3.02 All other articles, chapters, divisions, 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 streets and sidewalks which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6
SEVERABILITY

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

SECTION 7
PENALTY

Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Five Hundred Dollars ($500.00) for each offense.

Attachment: Article 3.10 Streets and Sidewalks_Addresses and Mailboxes_Final (1980 : Cluster Mailbox Ordinance Amendment)

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

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of April, 2017.

_____
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: Article 3.10 Streets and Sidewalks_Addresses and Mailboxes_Final (1980 : Cluster Mailbox Ordinance Amendment)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	City Hall Annex Windows

Action Requested:
Consider and take action on replacement windows for the City Hall Annex, located at 112 N. Colorado Dr. (City Hall Annex Windows) (Liebman)

Background Information:
As a condition of the City's purchase of the building First United Methodist Church reserved the right to retain the stained glass windows as they had been donated to the church by families over the years.

The original windows were of single pane construction with little to no insulation surrounding the edges. Additionally, with the removal of the original stained glass windows additional light enters the interior of the building. As a result, energy efficiency within the building has dramatically decreased. Furthermore, during summer months the additional light entering the building creates difficulties in viewing presentations made during City Council and Commission meetings held during the evenings.

Staff sent the City's request to the Texas Historic Commission (THC) for their review. The THC has suggested utilizing a double hung design and recommends transparent over frosted glass. In their recommendation the THC discouraged the use of stained glass if the original pieces could not be used. The City's architectural consultant has advised staff the use of stained glass alone would not satisfy the efficiency requirements that the City needs without also replacing the existing exterior glass panels.

Board Review/Citizen Input:
The Historic Preservation Commission unanimously approved the request to utilize double hung windows with transparent glass at their March 22, 2017 meeting.

Public Notifications:
N/A

Supporting Documents:
- Texas Historical Commission report.

Staff Recommendation:
Staff recommends approval of the double hung window design utilizng transparent glass.

TEXAS HISTORICAL COMMISSION

December 9, 2016

Texas Main Street Center Design Report

Re: 112 N. Colorado – City of Celina
City: Celina, Texas
By: Sarah Blankenship, ***Project Designer***
Attachments: Window Repair and Replacement design topic & Window Shading design topic

Not for regulatory approval, permitting, or construction

Prior to making any improvements to the building façade(s), the building owner should perform a thorough review of the major structural components of the building, including the roof, walls, and foundation. All mechanical and electrical systems should be well maintained in conformity with applicable codes and ordinances. Building uses and interior arrangements of program spaces should also be in conformity with applicable codes and ordinances.

DESIGN REQUEST

A design request was submitted for 112 North Colorado in Celina, Texas. The city would like to replace 22 windows on former Methodist Church built in 1920s. The previous windows were stained glass, and they would like to replace them with clear/fogged glass that has historic feel.

Existing Conditions

Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276
512.463.6100
fax 512.475.4872
thc@thc.state.tx.us

TEXAS HISTORICAL COMMISSION
real places telling real stories

www.thc.state.t

Attachment: 112 N Colorado_Design report (1989 : Action on new windows at annex)

RECOMMENDATIONS

In analyzing all the windows on this building:

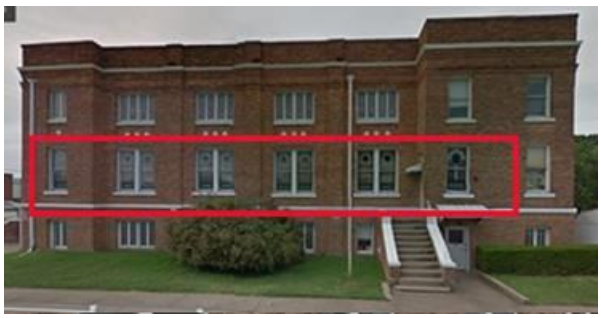
Top row:

The stained glass windows appear to be historic to the building and therefore, the Texas Historical Commission does not recommend removal.

From aerial photos, the building looks like it has a replacement roof. For this project, if getting more light into the building is the goal, staff recommends skylights on the roof instead of removing historic windows. On the right is a quick rendering indicating the addition of skylights.

Middle row:

On Google maps in 2013, we see the middle row of windows were once stained glass. The best case scenario would be reinstalling the stained glass and again allowing additional light in via skylights. We are hoping someone has stored the stained glass safely. If not, then the replacement windows for the middle should be double hung based on the photo below and clear glass that has a "historic feel" (wavy) is acceptable. Transparent glass is recommended over fogged/frosted glass. The use of stained glass and a double hung window together is unusual. If historic photos are available, they should be consulted to investigate to see if this combination was original or added as method of protection for the stained glass.



Existing

Rendering - replacement of double hung windows

Attachment: 112 N Colorado_Design report (1989 : Action on new windows at annex)

Bottom Row:
The bottom row of windows appears original to the building. Repair and continual maintenance of these windows is very important. See the below information for repair advice.

WOOD WINDOWS
The Texas Main Street Program is a big proponent of saving and restoring historic windows. We encourage restoration of the remaining historic windows and replication of lost ones based on the profile, materials, and dimensions of the historic window.

Many old windows were made of old-growth wood, which possess greater resistance to deterioration than newer growth wooden windows. These windows last and function for a very long time especially if they are maintained. Historic wooden windows always have the option of being rebuilt. Modern windows of vinyl or aluminum have seals that eventually fail, and when they do, the option that occurs is wholesale replacement which is more expensive than proper maintenance. Numerous studies have shown that repairing windows can result in energy savings equal to those for replacing windows. It is estimated that the cost of replacement windows will not be recouped through energy savings for more than 100 years. Sealing air leaks and adding insulation are far more cost-effective measures for saving energy. Further is the loss of the building's historic fabric which again depreciates the building's value as an historic building.

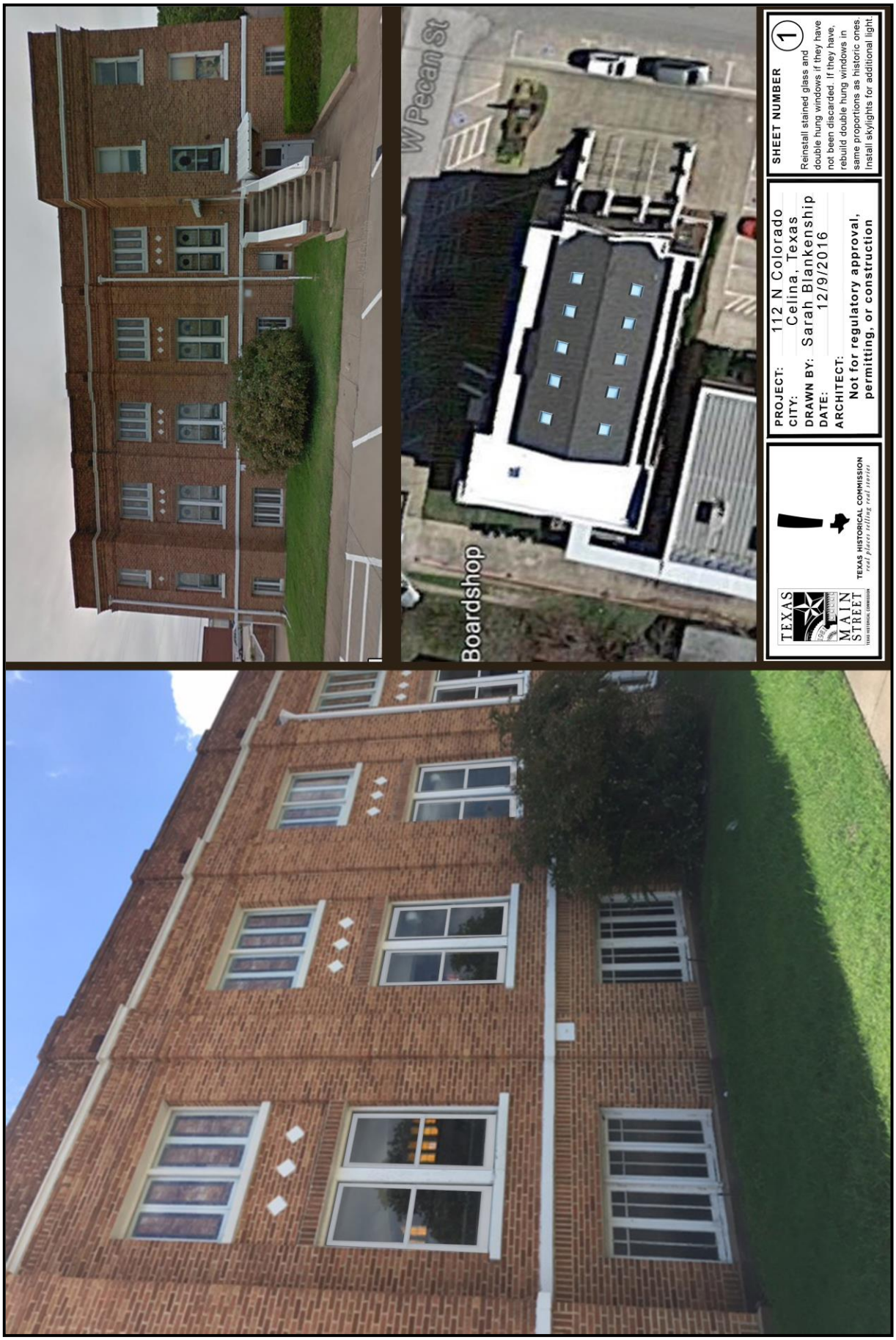
Rotted or missing pieces can be repaired by splicing in new pieces only in that location rather than replacing the entire window. Consolidants can also be used on wood that is damaged or shows signs of rot to prolong the lifespan. A full explanation of how to properly maintain or repair historic wood windows can be found on the National Park Service website here: http://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm.

The General Services Administration (GSA) also provides technical sheets on historic preservation that list straightforward steps to follow and list companies/suppliers.

- Restoring Wood Window Sash and Frames - http://www.gsa.gov/portal/content/113490
- Primers and Paints for Wood - http://www.gsa.gov/portal/content/113070
- Epoxy Repair for Deterioration and Decay in Wooden Members – http://www.gsa.gov/portal/content/112030
- Surface Preparation for Painting Wood – http://www.gsa.gov/portal/content/113074

Attachment: 112 N Colorado_Design report (1989 : Action on new windows at annex)

Rendering Enlarged:



Attachment: 112 N Colorado_Design report (1989 : Action on new windows at annex)

When rehabilitating a historic building, the **Secretary of the Interior's Standards** must be considered. The Standards for Rehabilitation are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. They provide a framework and guidance for decision-making about work or changes to a historic property. The Standards can be found here - http://www.nps.gov/tps/standards/rehabilitation.htm. All changes, additions, and modifications to the building shall comply with the Standards and local design guidelines.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Attachment: 112 N Colorado_Design report (1989 : Action on new windows at annex)

Additional Technical Information:

MORTAR

Based on the photographs, the mortar appears to be in good condition. However, further investigation should be conducted to determine its condition in person. Mortar is essential in keeping a brick wall together and for the overall structural stability of a building. The mortar allows for contraction and expansion of the masonry wall during different weather conditions. This is why the appropriate mortar type is very important.

If mortar joints are deteriorated or empty, the owner should consider repointing the joints. Repointing is the process of removing deteriorated mortar from the joints of a masonry wall and replacing it with new mortar. Properly done, repointing restores the visual and physical integrity of the masonry. A heavily concentrated Portland cement mortar is typically too hard for historic bricks and can cause the bricks to break apart, because it does not allow for movement during expansion and contraction. A mortar with more lime is generally the preferred route. The recommended component ratio is as follows:

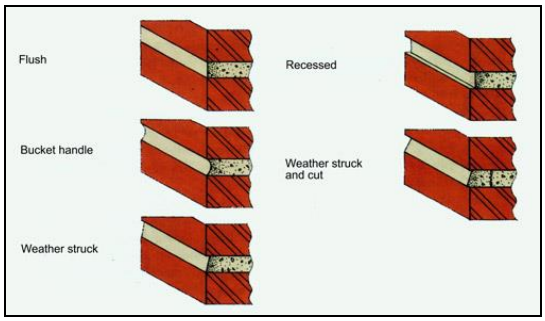
- 9 Parts Sand
- 2 Parts Lime
- 1 Part White Portland Cement
- To match original mortar color, look for matching sand color. Ideally, old mortar should be analyzed and matched. This formula is a general guide.

The General Services Administration and National Park Service provide further guidance:

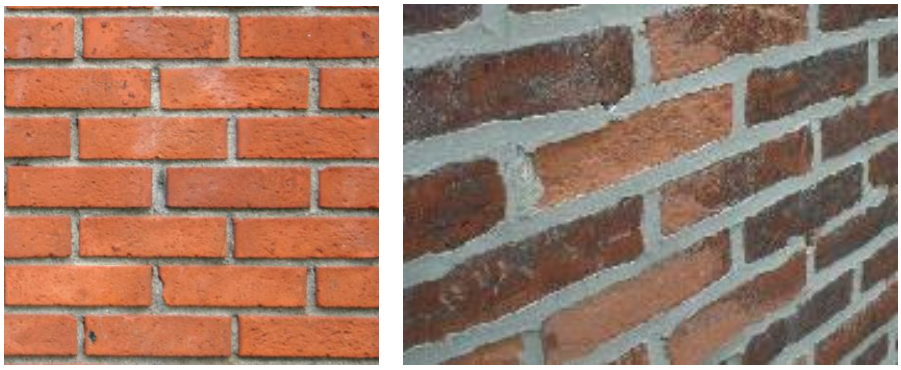
- Preparing Lime Mortar for Repointing Masonry - http://www.gsa.gov/portal/content/111682
- Preservation Brief #2 – Repointing Mortar Joints - http://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm#type

When repointing a brick wall, the color of the new mortar should be considered, because the mortar color can greatly change the appearance of the building. Mortar that is too bright in color can visually draw the eye away from the brick and make the joints the focal point. The tooling style is also important. Mortar is not typically flush with the surface of the brick. It is recessed and shaped in various ways based on the chosen aesthetic.

White Colored Mortar vs. Brick Colored Mortar



Tooling Styles



Recessed Joints vs. Flush Joints

Attachment: 112 N Colorado_Design report (1989 : Action on new windows at annex)

Funding

There are many options for funding preservation projects. As part of a designated Main Street community, the property owner has as a resource the local Main Street manager who can help you research and identify sources of additional funding. Localized financial tools can include façade grants or other direct assistance programs that come through sources such as local economic development organizations.

The THC and TMSP has compiled a document that identifies many of these avenues for funding and financing, it can be found on our website:
http://www.thc.texas.gov/public/upload/publications/BUSINESSJOURNAL_fndng.doc.
There are funding sources at the local, state and federal levels and they are outlined in the document. The list provides only brief summaries of potential funding sources, and information including eligibility requirements and application deadlines that are subject to change without notice. If the scope of work exceeds available sources of funding, the project should be phased accordingly, but these options for funding can still be utilized. Please contact possible grantors directly for more information on their programs.

State & Federal Preservation Tax Credit

Income – producing properties listed on the National Register (individual or district) or designated as a Registered Texas Historic Landmark or State Antiquities Landmark may be eligible for one or both of the tax credits programs offered through the state. The work undertaken as part of the project must meet the Secretary of the Interior's Standards for Rehabilitation, found here: http://www.nps.gov/tps/standards/four-treatments/treatment-rehabilitation.htm. For more information on the tax credit programs and application process, please visit: http://www.thc.state.tx.us/preserve/projects-and-programs/preservation-tax-incentives or contact Valerie Magolan at 512.463.3857 or valerie.magolan@thc.state.tx.us.

After the owner has had a chance to review the recommended concept, the Texas Main Street Design Center Staff will work with the owner(s) to help develop their rehabilitation plan for this particular building. It is also requested that TMSDC be notified when clarification of design elements might prove helpful or when an alternate scheme is contemplated. Please contact Sarah Blankenship (512) 463-9129/ sarahb@thc.texas.gov, or Marie Oehlerking-Read (512) 463-3345 / marieo@thc.texas.gov.

Attachment: 112 N Colorado_Design report (1989 : Action on new windows at annex)

Planning and Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Ben Rodriguez, Senior Planner
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Nguyen Tract Annexation

Action Requested:
The Celina City Council will consider and act upon an ordinance annexing a ±1.0 acre tract of land and half of its adjacent right-of-way situated in the C. Watson Survey, Abstract No. 945, Tract 4, Collin County, Texas. The property is contiguous to and adjoining the City and is generally located on the west side of FM 2478, north of Rolling Meadows Estates. (Nguyen Tract) (Liebman)

Background Information:
Below is the anticipated annexation schedule for the property.

- ~~December 13, 2016 - City Council acts on Resolution to set the public hearing dates.~~
- ~~January 14, 2017 - Two separate public hearings are held on the same night (5:00pm & 5:05pm at 112 N. Colorado Dr., Celina, Texas.)~~
- March 14, 2017 - City Council acts to Institute annexation proceedings Ordinance annexing the property.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
N/A

Staff Recommendation:
Staff recommends that the item be continued to the City Council meeting on May 9, 2017.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Vicki Faulkner, City Secretary
CC:	Rick Chaffin, Interim City Manager
Date:	April 11, 2017
Re:	Cinco de Mayor request for public support

Action Requested:
Consider and act upon public support to El Puente De Celina Cinco de Mayo Scholarship in the name of the City of Celina. (Terry)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Request from El Puente de Celina

Staff Recommendation:

Vicki Faulkner

From: Board Member <elpuentedecelinaorg@gmail.com>
Sent: Tuesday, April 04, 2017 4:50 PM
To: Vicki Faulkner
Subject: Request for donation from Celina City Council

Good afternoon,

My name is Julio Rodriguez and I am a Board Member of El Puente de Celina. I am sending this email in regards to asking the City Council for a $5,000 donation in the next City Council Meeting for our 501(c)(3) non-profit organization, El Puente de Celina, to help with the upcoming Cinco de Mayo Festival with proceeds going to College Scholarships for Celina High School Students.

Mission Statement: El Puente de Celina, serving as a non-profit organization is dedicated to bridging the diverse cultures within our community through education, celebration and community development

El Puente de Celina is dedicated to celebrating Latino culture and serving as a resource that promotes community development and educational achievement. Through the Cinco de Mayo Festival, we honor and celebrate a segment of our diverse Latino cultures and create a community project that brings people of diverse backgrounds together, culminating in a festive event that features food, music and performances unique to Mexican culture. Goals include:

1. A widening of our community circle and increased appreciation, understanding and respect for our diverse citizens, and...

2. A college scholarship fund that helps the winners of the Cinco de Mayo essay contest attend college.

Event to be held on the Celina Downtown Historic Square in Celina Texas...
Count down to next years Celebration on May 6, 2017, from 2:00 PM – 10:00 PM
Opening ceremony and parade to start at 2:00pm.

The festival includes authentic Mexican food/dances, games, contests, kids area, raffle and shopping. This a day full of fun for the whole family. Cinco de Mayo is our main fundraiser and all net proceeds go towards college scholarships.

Thank you for your time,

--
Julio Rodriguez
El Puente Board Member
El Puente de Celina - *Bridging Cultures Together*
elpuentedecelina.com
cincodemayocelina.com
facebook.com/elpuentedecelina

Attachment: El Puente de Celina Cinco de Mayo (1997 : Cinco de Mayo)