



Life Connected.

**CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, DECEMBER 8, 2020
5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. PLEDGE OF ALLEGIANCE/INVOCATION:

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Gigabit presentation (Howard)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. New employee introductions. (Barrow, McAfee, Glasgow)
- B. Discussion regarding Comprehensive Plan - Concepts & Highlights. (Nusser)
- C. Discussion regarding any and/or all agenda items.
- D. Staff Reports

V. OPEN FORUM:

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

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

VI. EXECUTIVE SESSION:

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

- A. Discussion regarding Chan-Moore Development Agreement – north of downtown, west of Louisiana Drive (Business 289).

- B. Discussion regarding an agreement with Celina Independent School District pertaining to public improvements and real estate matters.
- C. Discussion regarding Godwin Tract – update on possible development agreement (north of FM 428/west of Future DNT).
- D. Discussion regarding an agreement with Doe Branch Partners, LLC, regarding a downtown office development near Preston Road.

Reconvene Into Open Session

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

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

A. Minutes Approval:

- B. Consider and act to award bid 2020-0046 for employee dental insurance to United Healthcare (UHC) and to renew employee health insurance. (Ciocan)
- C. Consider and act upon interlocal agreements by and between the City of Celina and Collin County for Animal Control Services. (Green)
- D. Consider and act upon a resolution setting a date, time, and place for public hearings on the proposed annexation of approximately 23 acre tracts of land, Denton County, Texas and setting two public hearing dates for January 12, 2021 at 5:00 p.m. and February 9, 2021 at 5:00 p.m. The properties are generally located south of FM 428, north of Parvin Road, and east of FM 1385. (4 3-Year Agreements (2017) Annexation Resolution) (Mohan)
- E. Consider and act upon an amendment to Gateway South development agreement; generally located west of Oklahoma Drive and 2,000 feet north of Glendenning Parkway, within the City Limits. (Gateway South - DA Amendment) (Mohan)
- F. Consider and act upon an ordinance amending the City's Code of Ordinances Chapter 4: Business Regulations; Article 4.09: Sustainability Programs. (Sustainability Programs Ordinance) (McAfee)
- G. Consider and act upon an amendment to Ownsby Farms development agreement; generally located west of Preston Road and south of Ownsby Parkway, within the City Limits. (Ownsby Farms - DA Amendment) (Mohan)
- H. Consider and act upon a resolution of the City of Celina, Texas authorizing an update to the impact fee program for roadway, water, and wastewater facilities and appointing the Planning and Zoning Commission as the Capital Improvements Advisory Committee with one ad-hoc member. (Glasgow)
- I. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 51 acres within the Extraterritorial Jurisdiction, generally located west of Louisiana Drive and north of J Fred Smith Parkway. (The Cottages - Annexation Service Agreement) (Mohan)

- J. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 1,809 acres within the Extraterritorial Jurisdiction, generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest ETJ - Annexation Service Agreement) (Mohan)
- K. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 236 acres, generally located north of future Legacy Drive, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest Other ETJ - Annexation Service Agreement) (Mohan)
- L. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 81 acres within the Extraterritorial Jurisdiction, generally located east of CR 86 (future Coit Road) and south of Choate Parkway. (Wilson Creek Meadows - Annexation Service Agreement) (Mohan)
- M. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of improvements to be financed by the Edgewood Creek Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #1 Assessment Roll and a proposed Phases #2-3 Major Improvement Assessment Roll; directing the filing of the proposed Phase #1 Assessment Roll and the proposed Phases #2-3 Major Improvement Assessment Roll with the City Secretary; providing for noticing and calling public hearings for December 8, 2020, to consider ordinances levying assessments on property located within Phase #1 of the Edgewood Creek Public Improvement District and on property located within Phases #2-3 of the Edgewood Creek Public Improvement District” (Edgewood Creek- PID – Pre-SAP) (Pouladi)
- N. Consider and act to authorize an agreement for engineering services for the design of the Willock Hills and High Point Estates Lift Station Improvements with TRC Engineers, Inc. for an amount not to exceed \$81,900. (Glasgow)
- O. Consider and act to authorize the City Manager to execute a agreement for installation of synthetic turf from ForeverLawn Inc. through an interlocal agreement with Houston-Gaveston Area Council (H-GAC), contract 00-1101 in an amount not to exceed \$112,721.79 plus ten percent contingency in the amount of \$11,2721.20 for a total amount of \$123,994 (Berry)
- P. Consider and act to award bid 2020-0050 for the 260 Lake View Way Drainage Improvement Project to ANA Site Construction, LLC, in an amount not to exceed \$105,445.00 plus a ten percent contingency in the amount of \$10,544.50 for a total amount of \$115,989.50. (Glasgow)
- Q. Consider and act to award bid 2020-0049 for the Preston Road Water 12 Inch Line (FBC to Settlers Ridge) to ANA Site Construction, in an amount not to exceed \$189,840.00 plus a ten percent contingency for a total of \$208,824.00. (Glasgow)

- R. Consider and act upon a resolution of the City Council of the City of Celina, Texas suspending the January 23, 2021 effective date of CoServ Gas, Ltd.'s requested increase to permit the City time to study the request and to establish reasonable rates; approving cooperation with other cities in the CoServ Gas, Ltd. Service area; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in docket os-20-00005136 at the Railroad Commission; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel (CoServ Gas Rate Increase Filing Suspension) (Jenks)
- S. Consider and act upon a resolution of the City of Celina, Texas, pertaining to the sale of certain properties, Parcel 30 Part 1, 0.1691 acres and Parcel 30 Part 2, 0.6170 acres previously dedicated as right-of-way reservation to the Texas Department of Transportation for the future widening of Frontier Parkway (FM 1461) from Preston (SH 289) to Custer Road (FM 2478). (Glasgow)
- T. Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Celina Development LLC easement dedicated as part of Lilyana Phase 1. (Glasgow)
- U. Consider and act to authorize the City Manager to conduct minor editorial edits and execute an Interlocal Agreement between City of Celina and Collin County for segment 3 of the Collin County Outer Loop. (Glasgow)
- V. Consider and act upon a resolution authorizing the City Manager to discuss annexation and/or negotiate Chapter 43 and/or Chapter 212 Annexation/ETJ Development Agreements with owners of property in the city's extraterritorial jurisdiction. (Laumer)
- W. Authorize the City Manager to enter into an Interlocal Agreement by and between the Town of Prosper, Collin County, and the City of Celina for construction Inspection Services on Frontier Parkway between Preston Road (SH 289) and North Dallas Parkway. (Brawner)
- X. Consider and act upon a resolution of the City Council of the City of Celina, Texas approving authorized representatives to make transactions with TexPool, a Texas Local Government Investment Pool as needed for the purpose of investing city funds. (Bromiley)
- Y. Consider and act upon an ordinance amending the City's Code of Ordinances Chapter 3: Building Regulations; Article 3.11: Aboveground Storage Tanks. (Aboveground Storage Tanks Ordinance) (McAfee)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 51 acres within the Extraterritorial Jurisdiction, generally located west of Louisiana Drive and north of J Fred Smith Parkway. (The Cottages - Annexation) (Mohan)
- B. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 51 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located west of Louisiana Drive and north of J Fred Smith Parkway. (The Cottages – PD Zoning) (Mohan)

- C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 81 acres within the Extraterritorial Jurisdiction, generally located east of CR 86 (future Coit Road) and south of Choate Parkway. (Wilson Creek Meadows - Annexation) (Mohan)
- D. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 187 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located east of CR 86 (future Coit Road) and south of Choate Parkway. (Wilson Creek Meadows – PD Zoning) (Mohan)
- E. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 1,809 acres within the Extraterritorial Jurisdiction, generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest ETJ- Annexation) (Mohan)
- F. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 236 acres, generally located north of future Legacy Drive, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest Other ETJ - Annexation) (Mohan)
- G. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 3,292 acre tract of land to Planned Development (PD) with Dallas North Tollway Overlay District (DNTD) and various uses, generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest PD – Zoning) (Mohan)
- H. The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following listed properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Celina, Texas; and providing for other matters related thereto for the following property: (20-03 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)
- 1) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,
 - 2) Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,
 - 3) Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,
 - 4) Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,
 - 5) Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 24; generally located east of Preston Lakes Drive and north of Kristina Court,

- 6) Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,
 - 7) Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 34; generally located south of Kathie Court and west of the BNSF Railroad,
 - 8) Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,
 - 9) Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,
 - 10) Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,
 - 11) Collin CAD Property ID 1725743, being an approximate 50.334 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 Jno M Herron Survey, Tract 7; generally located east of Preston Road and south of CR 100,
 - 12) Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 17b; generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,
 - 13) Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 21; generally located north of Mark Alexander Court and approximately 700 feet west of Kristina Court,
 - 14) Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,
 - 15) Collin CAD Property ID 2656677, being an approximate 150.667 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 18; generally located on the southwest corner of Choate Parkway and Custer Road,
 - 16) Collin CAD Property ID 2794435, being an approximate 170.958 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 14; generally located south of Choate Parkway and approximately 1,500 feet west of Custer Road,
 - 17) Collin CAD Property ID 2794473, being an approximate 50.117 acre tract of land in Collin County, Texas, legally described Abstract No. 945 in the Coleman Watson Survey, Tract 28; generally located north of Brinkmann Ranch Road Parkway and approximately 2,500 feet west of Custer Road, and
 - 18) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road, plus, all county road right-of-way adjacent to the above-described property.
- I. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 557 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) and Mixed-Use Zoning District (MU) base zoning, generally located at the southwest corner of Custer Road and Choate Parkway. (Mustang Lakes Expansion – PD Zoning) (Mohan)
- J. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 168 acre tracts of land to Agricultural District (AG), generally located west of Farm to Market Road 2478, south of Kathie Court, north of Parvin Road, and east of Farm to Market Road 1385. (Mustang Lakes Expansion Remainder - Zoning) (Mohan)

- K. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance designating a contiguous geographic area within the extraterritorial jurisdiction of the City as a reinvestment zone, to be known as Reinvestment Zone Number Twelve, City of Celina; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; and providing that the zone take effect immediately upon passage of the ordinance. (Edgewood Creek- TIRZ – Creation) (Pouladi)

IX. ACTION ITEM:

- A. City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 492 acres, in the extraterritorial jurisdiction; generally located west of FM 2478, south of W FM 455, north of Parvin Road, and east of FM 1385, as described below. (20-04 Annexation Petition Verification) (Tarrant)
- 1)Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,
 - 2)Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,
 - 3)Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,
 - 4)Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,
 - 5)Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,
 - 6)Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,
 - 7)Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,
 - 8)Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,
 - 9)Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road

86 and south of Choate Parkway,

10) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the northwest corner of said called 586.196 acre tract, and being the southwest corner of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast corner of the herein described tract;

THENCE South 01 °07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for corner, said point being in the northerly right-of-way line of Farm Road No. 428;

THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly right-of-way line of said Farm Road No. 428 as follows:

South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for corner;

South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for corner;

South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;

South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";

continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for corner;

North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;

North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;

THENCE through the interior of said called 586.196 acre tract as follows:

North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;

North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;

North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;

North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;

North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;

North 46 deg. 27 min. 12 sec. East, a distance of 267.60 feet to a point;

North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;

North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;

North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;

North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

- B. Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 492 acres, in the extraterritorial jurisdiction; generally located west of FM 2478, south of W FM 455, north of Parvin Road, and east of FM 1385, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (20-04 Annexation Petition Verification Resolution) (Mohan)
- 1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,
 - 2) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,
 - 3) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,
 - 4) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,
 - 5) Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,
 - 6) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,
 - 7) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,
 - 8) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,
 - 9) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,
 - 10) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:
COMMENCING at a 1/2 inch iron rod found at the northwest corner of said called 586.196 acre tract, and being the southwest corner of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas,

said point also being in the east right-of-way line of Farm Road No. 1385;
THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;
THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast corner of the herein described tract;
THENCE South 01 °07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for corner, said point being in the northerly right-of-way line of Farm Road No. 428;
THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly right-of-way line of said Farm Road No. 428 as follows:
South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for corner;
South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for corner;
South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;
South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for corner;
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THENCE through the interior of said called 586.196 acre tract as follows:
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North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
North 46 deg. 27 min. 12 sec. East, a distance of 267.60 feet to a point;
North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

- C. Consider and act upon an Interlocal Agreement between Denton County and City of Celina for Environmental and Schematic Design for Frontier Parkway/Parvin Road from FM 1385 to Dallas Parkway. (Brawner)

X. ADJOURNMENT:

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

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

following date and time: _____ at ____ p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting.”

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

Date Notice Removed



Life Connected.

Human Resources
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Alina Ciocan, Human Resources Director
 CC: Jason Laumer, City Manager
 Date: December 8, 2020
 Re: Bid - Dental Insurance and renewal of employee health insurance

Action Requested:

Consider and act to award bid 2020-0046 for employee dental insurance to United Healthcare (UHC) and to renew employee health insurance. (Ciocan)

Background Information:

Staff worked with the City's Insurance Consultant (HUB International Texas, Inc) on the renewal process for employee dental insurance. A renewal rate of 30% was received from the current provider. As a result, staff recommended going out for bid. Bids were issued in September and processed by the consultant. There were a total of 6 responses. Upon review of the submittals, it was recommended that we proceed with United Healthcare, with a +6% increase to premiums and minor plan design changes.

The City's Insurance Consultant also negotiated the renewal of the employee health insurance with United Healthcare, which will see a 7.8% increase.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Health and dental insurance are within budget.

Legal Review:

N/A

Supporting Documents:

None

Staff Recommendation:

Approval



Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Collin County Animal Services

Action Requested:

Consider and act upon interlocal agreements by and between the City of Celina and Collin County for Animal Control Services. (Green)

Background Information:

This action extends the Animal Control Services Agreement with Collin County for one year.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

\$32,828.00 for FY 2021.

Legal Review:

N/A

Supporting Documents:

Agreements

Staff Recommendation:



Contract Amendment FOURTEEN (14)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Celina
142 N. Ohio St.
Celina, TX 75009

Effective Date 10/01/2020
Contract No. 01357-09
Contract Interlocal Agreement for Animal Control Services

Awarded by Court Order No.:		2006-879-09-26
Contract Amendment No.:	<u>1</u>	Court Order No. <u>2007-902-10-09</u>
Contract Amendment No.:	<u>2</u>	Court Order No. <u>2009-056-01-27</u>
Contract Amendment No.:	<u>3</u>	Court Order No. <u>2009-553-07-27</u>
Contract Amendment No.:	<u>4</u>	Court Order No. <u>2010-917-11-08</u>
Contract Amendment No.:	<u>5</u>	Court Order No. <u>2011-561-08-15</u>
Contract Amendment No.:	<u>6</u>	Court Order No. <u>2012-901-12-10</u>
Contract Amendment No.:	<u>7</u>	Court Order No. <u>2013-938-11-11</u>
Contract Amendment No.:	<u>8</u>	Court Order No. <u>2014-989-12-15</u>
Contract Amendment No.:	<u>9</u>	Court Order No. <u>2016-017-01-04</u>
Contract Amendment No.:	<u>10</u>	Court Order No. <u>2017-031-01-23</u>
Contract Amendment No.:	<u>11</u>	Court Order No. <u>2012-821-10-09</u>
Contract Amendment No.:	<u>12</u>	Court Order No. <u>2018-995-11-19</u>
Contract Amendment No.:	<u>13</u>	Court Order No. <u>2019-890-10-07</u>
Contract Amendment No.:	<u>14</u>	Court Order No. _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

- Item #1 Extension of agreement for a one (1) year period as provided for in section 5.0 of the contract documents. Agreement shall be in effect from October 1, 2020, continuing through and including September 30, 2021.
- Item #2 Total amount for fiscal year 2021: **\$32,828.00**
- Item #3 Add Force Majeure to Terms and Conditions:
Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

(Print Name)

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

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

SIGNATURE

TITLE:

DATE:

Michelle Charnoski, CPPB

Purchasing Agent

DATE: _____

Attachment: FY21 Animal Control Services City of Celina (Animal Services)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: 4 3-Year Agreements (2017) Annexation Resolution

Action Requested:

Consider and act upon a resolution setting a date, time, and place for public hearings on the proposed annexation of approximately 23 acre tracts of land, Denton County, Texas and setting two public hearing dates for January 12, 2021 at 5:00 p.m. and February 9, 2021 at 5:00 p.m. The properties are generally located south of FM 428, north of Parvin Road, and east of FM 1385. (4 3-Year Agreements (2017) Annexation Resolution) (Mohan)

Background Information:

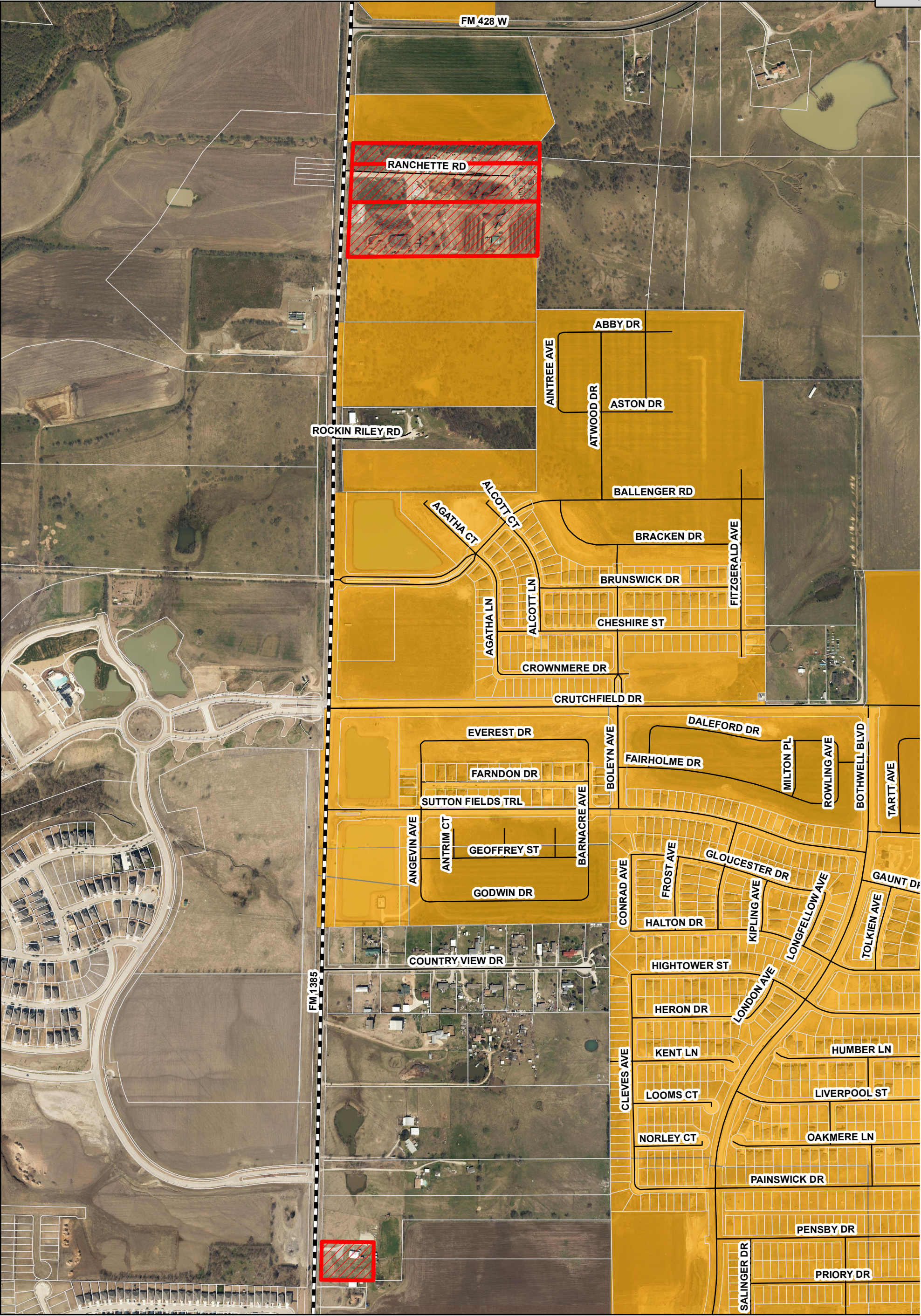
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Resolution

Staff Recommendation:

Staff recommends approval.



CELINA
TEXAS
EST. 1876

Life Connected.

Exhibit

City of Celina

Date: 9/30/2020

Legend

- Ultimate Boundary
- Properties
- Parcels
- Roads
- City Limits

N
W E
S

0 550 1,100

Feet

Packet Pg. 16

RESOLUTION NO. 2020- ____

A RESOLUTION SETTING A DATE, TIME, AND PLACE FOR PUBLIC HEARINGS ON THE PROPOSED ANNEXATION OF APPROXIMATELY 23 ACRES GENERALLY LOCATED EAST OF FM 1385, SOUTH OF FM 428, NORTH OF TUDOR PLACE, WEST OF SMILEY ROAD, AND THAT PORTION OF FM 1385 ADJACENT TO SAID TERRITORY BY THE CITY OF CELINA, TEXAS; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICE OF SUCH PUBLIC HEARINGS PUBLISHED; AND DIRECTING THE PREPARATION OF A SERVICE PLAN.

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

SECTION 1. On January 12, 2021, at 5:00 p.m., and February 9, 2021, at 5:00 p.m. at Celina City Hall, located at 112 N. Colorado Dr., Celina, Texas, the City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexation by the City of Celina, Texas, of the following described property:

Denton CAD Property ID 52691, being an approximate 3.251 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the Aaron Ray Survey, Tract 6 and the adjacent right-of-way of FM 1385, being more particularly described in Exhibit “A” and depicted with all of the right-of-way of FM 1385 adjacent to the described property in Exhibit “B” attached hereto and made a part hereof.

Denton CAD Property ID 52834, being an approximate 7.749 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire Survey, Tract 3 and the adjacent right-of-way of FM 1385, being more particularly described in Exhibit “A” and depicted with all of the right-of-way of FM 1385 adjacent to the described property in Exhibit “B” attached hereto and made a part hereof.

Denton CAD Property ID 82874, being an approximate 10.0 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire Survey, Tract 4 and the adjacent right-of-way of FM 1385, being more particularly described in Exhibit “A” and depicted with all of the right-of-way of FM 1385 adjacent to the described property in Exhibit “B” attached hereto and made a part hereof.

Denton CAD Property ID 661546, being an approximate 2 acre tract of land in Denton County, Texas, legally described as Abstract No. 1411A in the F. Wilkerson Survey, Tracts 10A(1) and 11C(1), and the adjacent right-of-way of FM 1385, being more particularly described in Exhibit “A” and depicted with all of the right-of-way of FM

Attachment: Draft Resolution (4 3-Year Agreements (2017) Annexation Resolution)

1385 adjacent to the described property in Exhibit “B” attached hereto and made a part hereof.

SECTION 2. The City Secretary of the City of Celina, Texas, is hereby authorized and directed to cause notice of such public hearings to be published once in a newspaper having general circulation in the city and in the above-described territory not more than twenty (20) days nor less than ten (10) days prior to the date of such public hearings, in accordance with the Municipal Annexation Act. The City Secretary is further authorized to mail notices required by law at least thirty (30) days before the first public hearing.

SECTION 3. City staff is directed to draft a proposed Service Plan for the extension of municipal services into the proposed area of annexation.

SECTION 4. The City Council of the City of Celina Texas, hereby finds, determines and declares that the meeting, at which this resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

PASSED AND APPROVED this 8th day of December, 2020.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

Attachment: Draft Resolution (4 3-Year Agreements (2017) Annexation Resolution)

EXHIBIT A
Property Legal Description Including any and all adjacent rights-of-way

Denton CAD ID 52691

Being a 3.251 acre portion of the following:

All of that certain tract or parcel of land situated in the T. McIntyre Survey, Abstract 903, and the Aaron Ray Survey, Abstract 1106, Denton County, Texas, part of a 207.507 acre tract described in a deed from William J. McFarland to Robert S. Folsom on July 9, 1978, recorded in Volume 897, Page 215, Deed Records of Denton County, Texas, and more particularly described as follows:

Commencing at a right-of-way post on the east right-of-way of FM Road 1385 at its intersection with the south right-of-way of FM Road 428, said corner also being the west northwest corner of said 207.507 acre tract;

Thence South 04 deg. 16 min. 50 sec. West with the east right-of-way of FM Road 1385 a distance of 609.22 feet to a steel pin at the place of beginning;

Thence South 88 deg. 49. min. 40 sec. East a distance of 1246.49 feet to a steel pin for corner,

Thence South 04 deg. 16 min. 50 sec. West, pass the south boundary line of said Aaron Ray Survey and the north boundary line of said McIntyre Survey, a distance of 384.97 feet to a steel pin;

Thence North 88 deg. 49 min. 40 sec. West a distance of 1246.49 feet to a steel pin on the east right-of way of FM Road 1385 and the west line of said 207.507 acre tract;

Thence North 04 deg. 16 min. 50 sec. East with said right-of-way, re-passing the line between the McIntyre and Ray Surveys, a distance of 384.97 feet to the point of beginning, containing 11.00 acres more or less.

Attachment: Draft Resolution (4 3-Year Agreements (2017) Annexation Resolution)

Denton CAD ID 52834

Being a 7.749 acre portion of the following:

All of that certain tract or parcel of land situated in the T. McIntyre Survey, Abstract 903, and the Aaron Ray Survey, Abstract 1106, Denton County, Texas, part of a 207.507 acre tract described in a deed from William J. McFarland to Robert S. Folsom on July 9, 1978, recorded in Volume 897, Page 215, Deed Records of Denton County, Texas, and more particularly described as follows:

Commencing at a right-of-way post on the east right-of-way of FM Road 1385 at its intersection with the south right-of-way of FM Road 428, said corner also being the west northwest corner of said 207.507 acre tract;

Thence South 04 deg. 16 min. 50 sec. West with the east right-of-way of FM Road 1385 a distance of 609.22 feet to a steel pin at the place of beginning;

Thence South 88 deg. 49. min. 40 sec. East a distance of 1246.49 feet to a steel pin for corner,

Thence South 04 deg. 16 min. 50 sec. West, pass the south boundary line of said Aaron Ray Survey and the north boundary line of said McIntyre Survey, a distance of 384.97 feet to a steel pin;

Thence North 88 deg. 49 min. 40 sec. West a distance of 1246.49 feet to a steel pin on the east right-of-way of FM Road 1385 and the west line of said 207.507 acre tract;

Thence North 04 deg. 16 min. 50 sec. East with said right-of-way, re-passing the line between the McIntyre and Ray Surveys, a distance of 384.97 feet to the point of beginning, containing 11.00 acres more or less.

Denton CAD ID 82874

All that tract or parcel of land situated in the T. McIntyre Survey, Abstract 903, Denton County, Texas, part of a certain 207.507 acre tract described in a deed from William H. McFarland to Robert S. Folsom on July 9, 1978, recorded in Volume 897, Page 215, Deed Records of Denton County, Texas, also part of a 22.28 acre tract of land described in a deed from Joe B. Clifton and Deborah D. Clifton to the Eldred S. Chrisman and Bertha D. Chrisman Revocable Living Trust, recorded in Volume 4329, Page 1328, Deed Records of Denton County, Texas, and more particularly described as follows:

Commencing at a right-of-way post on the east right-of-way line of FM Road 1385 at its intersection with the south right-of-way of FM Road 428, said corner also being the west-northwest corner of of said 207.507 acre tract;

Thence South 04 deg. 16 min. 50 sec. West with the east right-of-way line of FM Road 1385 a distance of 959.20 feet to a steel pin at the place of beginning;

Thence South 88 deg. 49 min. 40 sec. East a distance of 1246.49 feet to a steel pin for corner;

Thence South 04 deg. 16 min. 50 sec. West a distance of 349.98 feet to a steel pin;

Thence North 88 deg. 49 min. 40 sec. West a distance of 1246.49 feet to a steel pin on the-east right-of-way line of FM Road 1385 and the west boundary line of said 207.507 acre tract;

Thence North 04 deg. 16 min. 50 sec. East with said right-of-way a distance of 349.98 feet to the point of beginning, and containing 10.00 acres, more or less.

Said 10.00 acres being the same tract of land described in a deed to The Veterans Land Board of Texas recorded in Volume 1126, Page 466, Deed Records of Denton County, Texas.

Denton CAD ID 661546

BEING all that certain lot, tract, or parcel of land situated in the F. Wilkerson Survey Abstract Number 1411 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from Billy Ray Fowler to Timothy Dan Chesney and Margie Beth Chesney recorded under Clerk's File number 94-R0036277, Real Property Records Denton County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found for corner in the east line of Farm-to-Market Highway Number 1385 a public roadway, said point being the northwest corner of that certain tract of land conveyed by deed from First State Bank, Frankston to Dena Riley recorded under Clerk's File Number 96-R0014073, Real Property Records, Denton County Texas

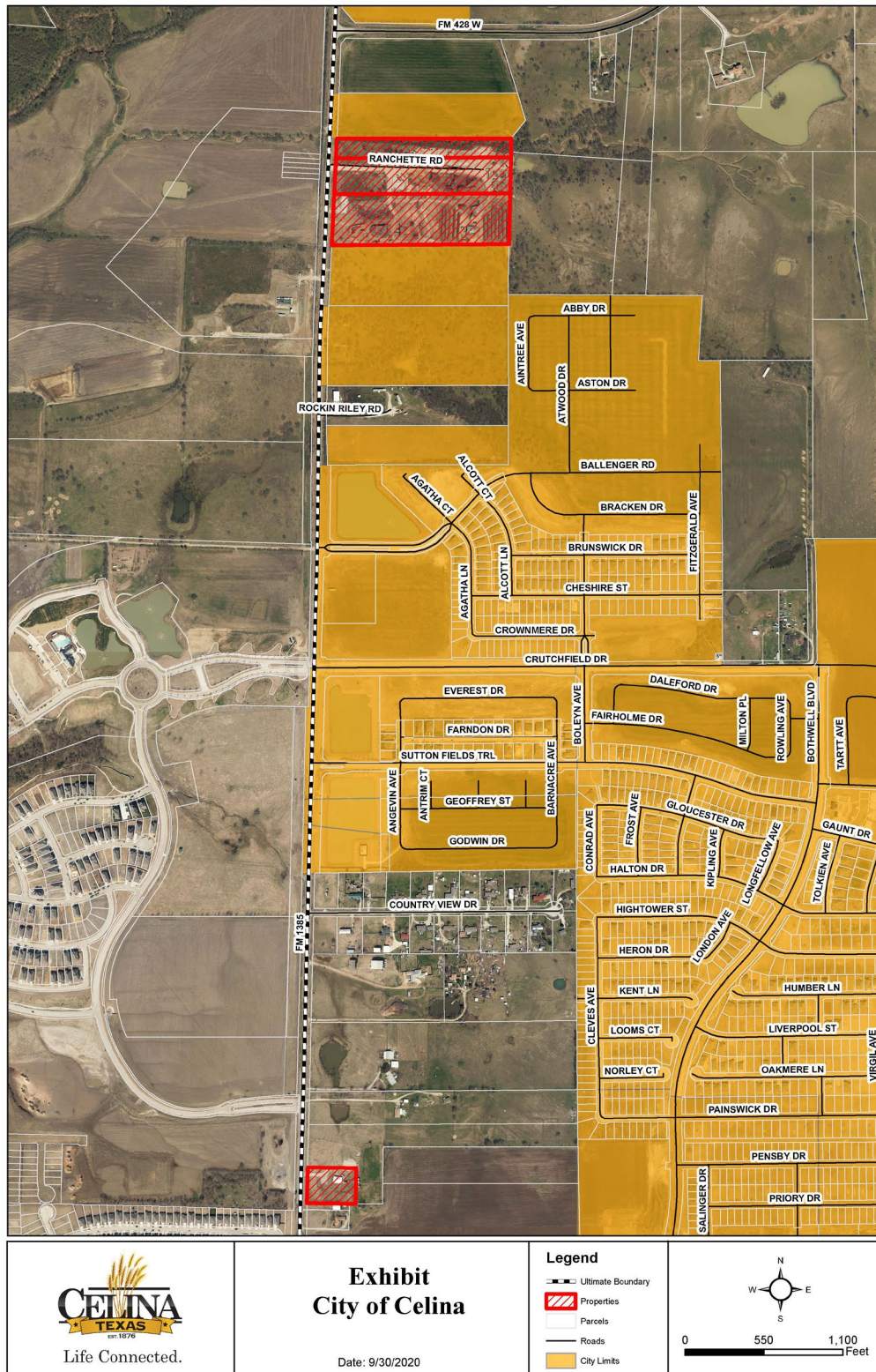
THENCE N 03° 08' 48" E, 248.74 feet with said west line of said Farm-to-Market Highway to an iron rod set for corner.

THENCE S 87° 09' 57" E, 350.25 feet to an iron rod set for corner;

THENCE S 03° 08' 48" W, 248.74 feet to an iron rod set for corner in the north line of that certain tract of land conveyed by deed from Chung-Cheng Hong to Anna Liz Hong recorded under Document Number 2014-15601, Real Property Records Denton County Texas;

THENCE N 87° 09' 57" W, 350.25 feet with said north line of said Hong tract and with the north line of said Riley tract to the PLACE OF BEGINNING and containing 2.000 acres of land

EXHIBIT B
Property Depiction Including any and all adjacent rights-of-way



Attachment: Draft Resolution (4 3-Year Agreements (2017) Annexation Resolution)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Gateway South - DA Amendment

Action Requested:

Consider and act upon an amendment to Gateway South development agreement; generally located west of Oklahoma Drive and 2,000 feet north of Glendenning Parkway, within the City Limits. (Gateway South - DA Amendment) (Mohan)

Owner:

Facultas Group LLC
2504 Loftsmoor Ln
Plano, TX 75025

Background Information:

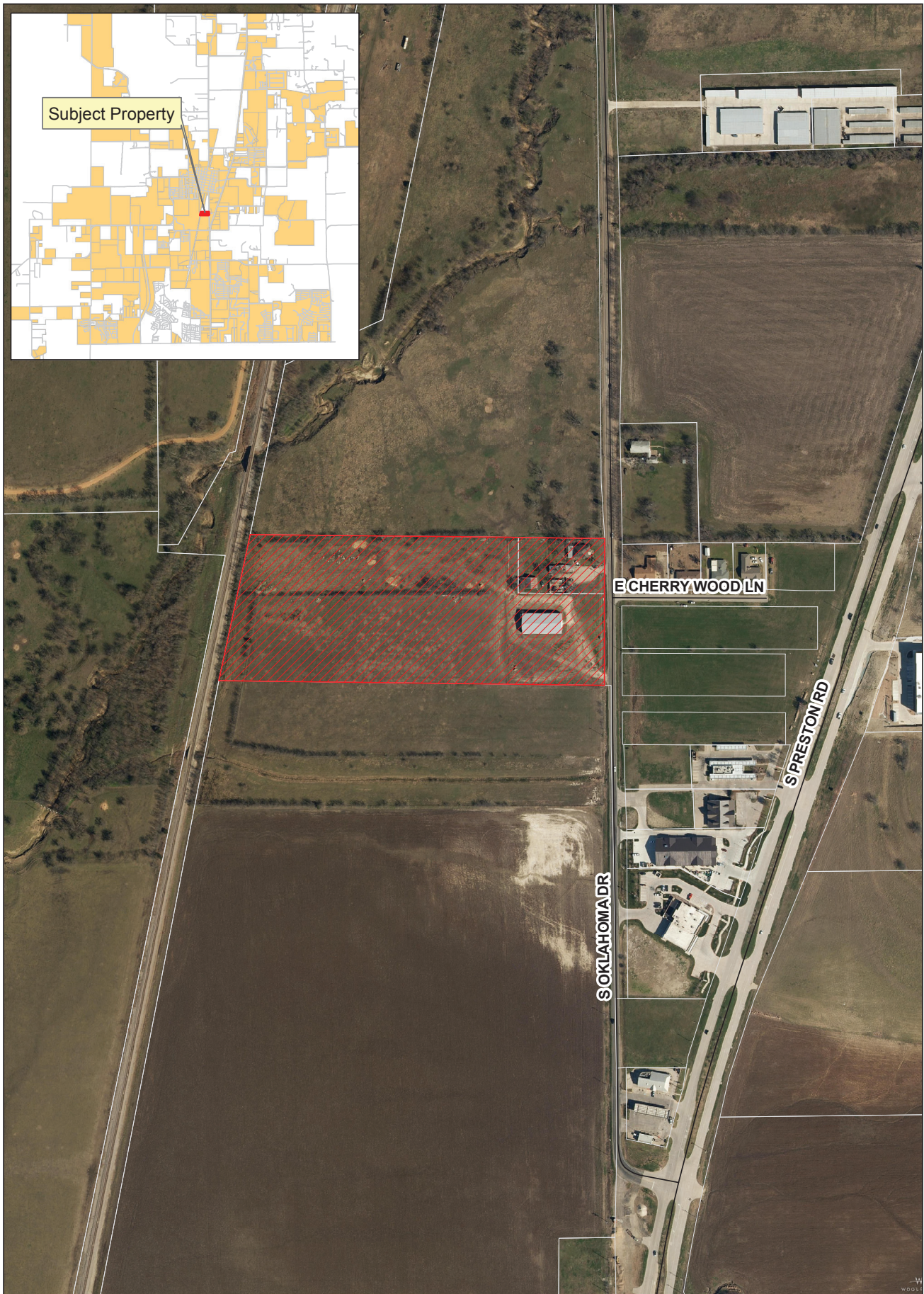
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Agreement

Staff Recommendation:

Staff recommends approval.

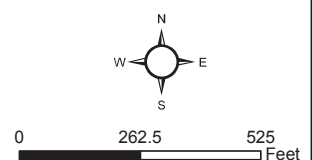


Gateway South Location Map

Date: 11/4/2019

Legend

- Roads
-  Gateway
-  Parcels



**FIRST AMENDMENT TO THE
ECONOMIC DEVELOPMENT INCENTIVE AND PERFORMANCE AGREEMENT
CHAPTER 380— OKLAHOMA STREET – GATEWAY CELINA**

This First Amendment to the Economic Development Incentive and Performance Agreement (“Amendment”) is made by and among the City of Celina, Texas (the “City”) and Facultas Group, LLC (the “Developer”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, the Developer is the owner of the real property described in Exhibit “A” (the “Property”) and depicted in Exhibit “B” (the “Concept Plan”) which consists of an approximately 11.736± acre tract, generally located at 1123 S Oklahoma Drive, Celina, TX, 75009; and

WHEREAS, this Amendment amends that certain Economic Development Incentive and Performance Agreement between the Parties effective March 10, 2020 governing the Property (the “Original Agreement”); and

WHEREAS, the Parties desire to amend the Original Agreement to reduce certain fees and extend the time to obtain Site Plan Approval, as described herein; and

WHEREAS, the Parties have determined that they have the authority to enter into this Amendment; and

WHEREAS, it is the intent of this Amendment to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the City and the Developer are proceeding in reliance on the enforceability of this Amendment; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Developer hereby agree as follows:

1. The Agreement Remains in Full Force and Effect. The City and Developer acknowledge and agree that, except to the extent specifically amended herein, all provisions and terms contained in the Original Agreement, remain in full force and effect. Capitalized terms herein shall have the same meaning as in the Original Agreement.

2. Specific provisions contained in the Original Agreement shall be amended as follows:

2.1 Article III, Projects, Section 3.1, paragraph (b), Development of the Property, is hereby amended to replace the occurrence of “nine (9)” in the second sentence with “twelve (12)”.

2.2 Article III, Projects, Section 3.1, paragraph (c), Waiver of Certain Project Fees, is hereby amended to remove “and” immediately preceding “(iii)”, to revise “2020” to read “2021” and “2021” to read “2022”, and to add the following to the end of the paragraph:

“, (iv) fees for tree mitigation, and (v) \$50,000 in roadway impact fees.”

3. **Enforceable.** Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

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

5. **Effective Date of Applicability of Amendment.** After the City and Developer execute this Amendment, this Amendment shall be deemed immediately effective as to the entire Original Agreement. Unless further amended, this Amendment shall expire concurrently with the Original Agreement.

EXECUTED on this 8th day of December, 2020

Execution page follows

Attachment: Draft Agreement (Gateway South - DA Amendment)

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

FACULTAS GROUP, LLC

By: _____
Stan Ferene, Authorized Member

ACKNOWLEDGMENTS

STATE OF TEXAS }
COUNTY OF COLLIN }

The foregoing First Amendment to the Economic Development Incentive and Performance Agreement was executed before me on the 8th day of December, 2020 by Jason Laumer, City Manager of the City of Celina, Texas, a Texas municipal corporation, on behalf of said Municipal Corporation.

Name:
Notary Public in and for the
State of Texas

STATE OF _____ }
COUNTY OF _____ }

The foregoing First Amendment to the Economic Development Incentive and Performance Agreement was executed before me on the __ day of _____, 2020 by Stan Ferene, of Facultas Group, L.L.C., on behalf of said company.

Name:
Notary Public in and for the
State of _____

Attachment: Draft Agreement (Gateway South - DA Amendment)

EXHIBIT "A"

Property Description

BEING a tract of land situated in the City of Celina, Collin County, Texas, a part of the Buffalo Bayou, Brazos and Colorado (BBB&C) Railroad Company Survey, Abstract No. 132, being all of a called 1.030 acre tract of land described as tract 1 in an Assumption Warranty Deed to Facultas Group LLC, as recorded in Instrument No. 20130508000631320, Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being all of a called 10.706 acre tract of land described as tract 2, as recorded in said Instrument No. 20130508000631320, and being more particularly described as follows:

BEGINNING at a one-half inch iron rod with a yellow plastic cap stamped "RPLS 4613" found at the southwest corner of said 10.706 acre tract of land and the northwest corner of a called 64.543 acre tract of land described in a Special Warranty Deed to Willard Cattle Company, LTD., as recorded in Volume 5169, Page 299, Deed Records, Collin County, Texas (D.R.C.C.T.), said capped iron rod being in the east line of the St. Louis, San Francisco and Texas Railroad (100' width right-of-way);

THENCE North 11 degrees 21 minutes 05 seconds East, a distance of 458.95 feet along the west line of said 10.706 acre tract of land and the east line of said railroad right-of-way to a one-half inch iron rod with a yellow plastic cap stamped "RPLS 4613" found at the northwest corner of said 10.706 acre tract of land and the southwest corner of a called 34.815 acre tract of land described as Tract 2 in a Warranty Deed to Martinek Farming, LLC, as recorded in Instrument No. 20090224000202330, O.P.R.C.C.T.;

THENCE North 89 degrees 25 minutes 51 seconds East, passing at a distance of 823.00 feet a one-half inch iron rod with a yellow plastic cap stamped "RPLS 4613" found at the northwest corner of said 1.030 acre tract of land, and continuing a total distance of 1,087.00 feet to a one-half inch iron rod with a yellow plastic cap stamped "Bohler Eng." set for corner at the northeast corner of said 1.030 acre tract of land, said capped iron rod being in or near the centerline of South Oklahoma Drive, from which a one-half inch iron rod bears South 89 degrees 25 minutes 51 seconds West a distance of 13.52 feet;

THENCE South 00 degrees 49 minutes 21 seconds East, a distance of 451.39 feet along the centerline of said South Oklahoma Drive to a one-half inch iron rod with a yellow plastic cap stamped "Bohler Eng." set for corner at the southeast corner of said 10.706 acre tract of land and the northeast corner of said 64.543 acre tract of land, from which a one-half inch iron rod bears South 69 degrees 38 minutes 15 seconds West a distance of 14.12 feet;

THENCE South 89 degrees 32 minutes 37 seconds West, a distance of 1,183.80 feet along the south line of said 10.706 acre tract of land and the north line of said 64.543 acre tract of land to the POINT OF BEGINNING and containing 511,230 square feet or 11.736 acres tract of land.

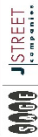
EXHIBIT “B”
Concept Plan



ONE PRESTON STATION APARTMENTS

Site Development Plan

11.10.2020





Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Sustainability Programs Ordinance

Action Requested:

Consider and act upon an ordinance amending the City's Code of Ordinances Chapter 4: Business Regulations; Article 4.09: Sustainability Programs. (Sustainability Programs Ordinance) (McAfee)

Background Information:

Refer to the attached documents for further information.

Supporting Documents:

- Draft Ordinance
- Council Presentation Part 1
- Council Presentation Part 2

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 4 BUSINESS REGULATIONS BY ADDING A NEW ARTICLE 4.09 SUSTAINABILITY PROGRAMS FOR RENTAL PROPERTIES; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, all legal notices, requirements and conditions were fulfilled prior to passing of this Ordinance; and

WHEREAS, the City Council has determined that the adoption and enforcement of certain rules regarding rental property regulations is in the public interest; and

WHEREAS, after due deliberations and consideration, the City Council has determined that the amendments set forth herein should be adopted, and that such amendments are in the best interest of the public health, safety, and welfare of the citizens of the City.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENTS

- 3.01 That the City of Celina Code of Ordinances, Chapter 4: Business Regulations; is hereby amended to add a new Article 4.09 Sustainability Programs which shall read as follows:

“ARTICLE. 4.09 – SUSTAINABILITY PROGRAMS.

Sec. 4.09.001 – Rental Registration.

(a) *Definitions.*

- (1) *Dwelling unit.* Any building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters of a person or family, and including facilities for food preparation, sleeping and sanitation, which is rented, leased, or otherwise occupied by a person or family other than the owner.
 - (2) *Multifamily rental building.* A residential building containing three or more attached units available for rental. Under this definition, an apartment complex can consist of multiple rental buildings.
 - (3) *Person.* An individual, corporation, business trust, estate, trust, partnership or association, two or more persons having a joint interest, or any other legal or community entity.
 - (4) *Property manager.* A person whom for compensation has managing control of a rental unit.
- (b) *Rental registration permit required.* All owners of a dwelling unit or a multifamily rental building shall obtain a rental registration permit issued under the provisions of this section. Rental registration permits are valid for the calendar year in which they are issued. It shall be unlawful to submit a false or fraudulent application for a rental registration permit. A property owner who rents a dwelling unit knowing that a rental registration permit has not been issued for that dwelling or building or who knows that the permit issued has been revoked commits an offense each day the dwelling or building is occupied by a tenant and may permanently lose the rental registration permit. Multifamily rental buildings shall commence registration in January 2021. Single family and duplex dwelling units shall commence January 2022.
- (c) *Registration Permit form contents.* An applicant for a rental registration permit shall file with the City a written permit form, on the form provided for that purpose by no later than February 15th of each year. Owners of multifamily rental buildings can file based on complex, if consolidation is desired.

The permit shall include:

- (1) The name, mailing address, physical street address, telephone number, email address, and driver's license or other government-issued identification number of the owner and/or agent assigned to the property for which the registration is being submitted;
 - (2) If the owner is other than an individual, the legal name, all trade names, and the registered agent, managing partner, or other person authorized to accept service of process on behalf of the owner; and
 - (3) A signed agreement to comply with the stated maintenance and safety conditions of the rental dwelling unit.
- (d) *Agent for service.* An applicant may designate on the registration an agent for service of process who shall be the authorized agent for purposes of notice and other communications provided in this section. If an owner designates an agent for service as provided in this subsection, service of any notice under this article on the designated agent shall constitute service upon the owner unless the director of development services receives actual notice from the owner that the designated agent is no longer authorized to accept service on behalf of the owner.
- (e) *Accessibility of permit; replacement.* A rental registration permit issued pursuant to this section shall be maintained by the City, with a copy provided to the permittee.
- (f) *Permit nonassignable; surrender.* A permit issued under this section is valid for the calendar year in which it was issued and is not assignable or transferable. A permit is valid only for the premises for which it is issued. It shall be unlawful for any person to counterfeit, forge, change, deface or alter a

permit. A permit may be canceled upon written request of the owner(s) and surrender of the permit itself to the director of development services. The surrender of a permit shall be effective immediately upon its filing in the office of the director.

- (g) *Landlord responsibility.* The landlord/owner is responsible for ensuring the dwelling unit is compliant with all standards within this article. Any repair required to meet these conditions will be the responsibility of the landlord/owner and not passed on to the tenant. The landlord/owner must acknowledge this responsibility on the annual registration form for the property.
- (h) *Notification of change in occupancy.* The landlord/owner shall notify the City at each change in occupancy. A change in occupancy shall mean any change in tenant(s) that are occupying the rental unit. It is an offense for the landlord/owner to fail to notify the City of a change in occupancy.
- (i) *Permit term and fee.*
 - (1) Each rental registration permit issued under this section shall be valid for the calendar year in which it was issued, unless suspended or revoked.
 - (2) Annual rental registration permit fees, including any reinspection fees and/or any monthly late fees, shall be per the city's master fee schedule, as amended. Uncollected fees shall apply retroactively, unless otherwise authorized by the director. The Director may also pro-rate the annual fee for an owner-occupied dwelling unit that converts to a rental dwelling unit during the calendar year.
- (j) *Temporary tenancies.* It shall be an affirmative defense to prosecution that the single-family residential dwelling was rented or leased for a period of less than 90 days to a person who was the immediate past owner of the dwelling or who shall be the immediate next owner of the dwelling.
- (k) *Suspension of permit.* A rental registration permit shall be temporarily suspended by the City:
 - (1) If a life safety violation exists on the premises of the permitted rental dwelling unit; or
 - (2) If, after notice and a period of correction as provided herein, a violation remains on the premises of the permitted rental unit; or
 - (3) If, the owner of the property has not paid all amounts then-due and outstanding to the City (other than amounts for ad valorem taxes) directly related to such property, including, without limitation, the payment of any amounts secured by liens filed against the property by the City and fines owed by the owner.
- (l) *Reinstatement of suspended permit.* A person whose rental registration permit has been suspended may, at any time, make written application for a reinspection for the purpose of reinstating the permit. Within ten days following receipt of a request, which shall include a statement signed by the applicant that in the applicant's opinion, all of the violations that caused suspension of the permit have been corrected, the City shall make a reinspection. Upon reinspection, if all life safety, critical and noncritical violations have been corrected, the permit shall be reinstated.
- (m) *Revocation of permit.* For serious or repeated violations of any of the requirements of this article, or for interference with the City or any of its agents in the performance of their duties, the rental registration permit may be permanently revoked after the City has provided an opportunity for a hearing. Prior to such action, the City shall notify the holder of the permit in writing, stating the reasons for which the permit is subject to revocation and advising that the permit shall be permanently revoked at the end of ten days from the service of such notice unless a request for a hearing is filed with the City, by the permit holder, within such ten-day period. A permit shall be suspended for cause pending its revocation or a hearing relative thereto.
- (n) *Hearings.* The hearings provided for shall be conducted at a time and place designated by the board of adjustment. Based on the record of such hearing, the board shall make a finding and shall sustain, modify, or rescind any official notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the permit holder by the City.

- (o) *Fire code applies.* This article does not include, nor exempt, properties, whether residential or commercial or other, from any inspection required or allowed by the most current adopted fire code.
- (p) *Municipal immunity.* The City is not liable for the condition of an inspected/uninspected rental dwelling unit. Successful rental registration permit registration and/or safety inspection in no manner makes the City responsible for anything that may occur on private property.

Sec. 4.09.002 - Safety inspection.

- (a) *Safety inspection.* An exterior and interior safety and property maintenance inspection shall be conducted at each tenant change by the City on all rental dwelling units. Inspections shall also be made based upon code violation complaints or at the City's discretion on any rental property. Inspections shall include, but are not limited to:
 - (1) The International Property Maintenance Code, as amended;
 - (2) City nuisance codes, as amended;
 - (3) Driveways and other hardscape;
 - (4) Interior safety (plumbing, electrical, heat/air, means of egress, etc.);
 - (5) Trees and landscaping;
 - (6) Other conditions as determined by the City.
- (b) *Code violations.* Any code violations, which are the responsibility of the landlord to correct, must be corrected within ten days of notice by the City or have a work plan approved by the development services department. Property owner must obtain all applicable permits, if any are required, prior to starting any work. Failure to do so will result in citations and possible revocation of rental registration permit.
- (c) *Entry.* The agent(s) of the City administering this program is authorized and directed to make inspections to determine conditions of dwellings and premises located within the City. This article shall not be construed to require an occupant, operator, or owner to consent to a warrantless inspection of a dwelling or premises, except as provided by law.

Sec. 4.09.003. - Commercial Site Integrity.

- (a) *Inspection required.* Each year, the City shall register and inspect its commercial, institutional, HOA common areas, multifamily developments, and other nonresidential sites to ensure continued compliance with development and safety regulations, any on-going or recurring maintenance requirements, and to ensure completion of deferred maintenance. An annual inspection fee shall also apply, per the approved Master Fee Chart.
- (b) *Code violations.* Any code violations are the responsibility of the landlord/owner to correct and should be corrected within ten days of notice by the City or have a work plan approved by the development services department. Property owner must obtain all applicable permits, if any are required, prior to starting any work. Failure to do so will result in citations and possible loss of certificate of occupancy.”

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

SECTION 4
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5 **SEVERABILITY**

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

SECTION 6 **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) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

SECTION 7 **ENGROSSMENT AND ENROLLMENT**

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 8 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, City Attorney
City of Celina, Texas

Community Services

Part 1 of 2 (General Code Enforcement)

City Council – Work Session

September 8, 2020

Background

- The 2020 Community Survey included feedback regarding Code Enforcement and the high importance of protecting downtown
- Comments were also received during the budget presentation on July 31st
- Following is an over-view of our current operations and future programs

Community Services

The Community Services department includes the following areas of responsibility:

- Nuisance based code enforcement
- Health inspections
- Commercial property maintenance
- Community outreach & sustainability
- Special assignments / Animals liaison

Department Summary

- The department currently has 2 employees:
 - Mike Green (manager)
 - Bruce Koliba (health inspector)
- Mike has around 25 years municipal experience, is **1 of less than 50 nationally accredited code enforcement officers** in Texas, and has managed code, health, rental registration, and animals in the past
- Dusty has a CEO license as well

The Value

- Preventing neighborhood decline
- Enhanced curb appeal
- Protecting **property values**
- Opportunities for community outreach

Code Enforcement is simply asking for people to be good neighbors!

Preferred Process

- Personal contact (stop & knock)
- Understand problem or back story (humanize the situation; be empathetic)
- Establish timeline for **voluntary compliance** (opportunity to educate on regulations)
- Success = end result achieved via a respectful methodology

Alternative Process

- Although voluntary compliance is both preferred and the most common result, a formal legal process exists for property owners who **choose not to cooperate**
- Such processes involve citations, municipal court, and nuisance abatement
- State law has many compliance steps and regulations to protect property owners and the City

The Basics – Code Enforcement

- 3 pillars of nuisance: grass, trash, & vehicles

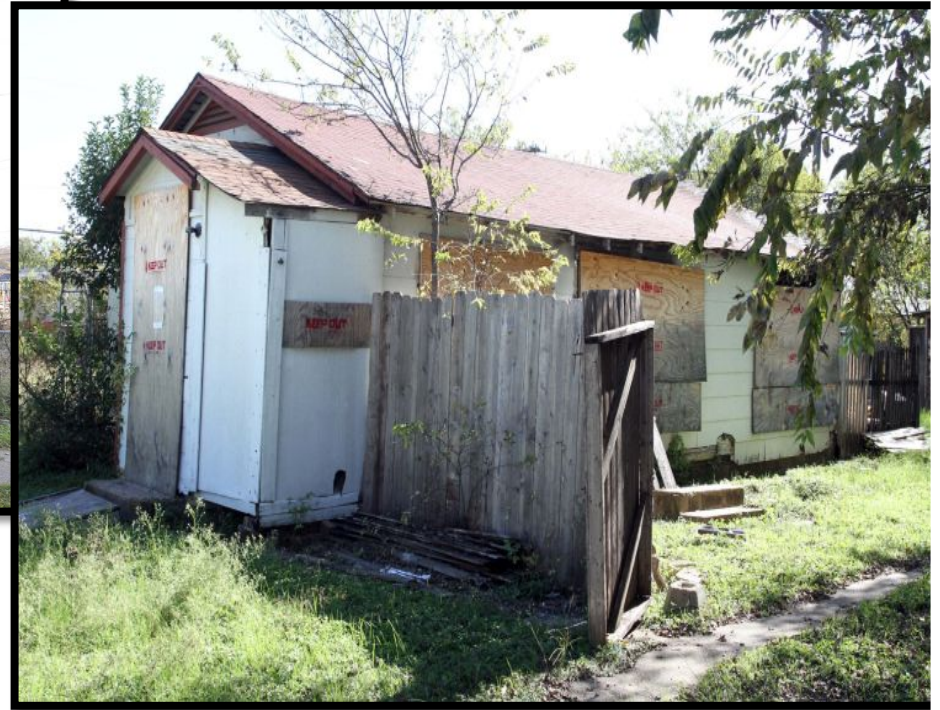


The Basics – COSI

- Commercial Site Integrity - Landscape, hardscape, abandoned signage, & any other deferred maintenance



The Basics – Substandard Structure



Attachment: Council Presentation Part 1 (Sustainability Programs Ordinance)

Substandard Structures

- State law heavily regulates the process
- Celina has all requisite regulations to enforce
- Requires an Abatement budget
- Very time consuming:
 - Board orders 30 days for permits & 90 days for completion
 - Extensions of work plans may be granted (fairly regular)
 - Results in repaired (i.e. safe) structure, or
 - Demolition

Next Steps

- City Council: 9-08-20 (work session 1 of 2)
- City Council: 10-13-20 (work session 2 of 2)
- City Council: November (any revised ordinances)
- Next month's discussion will introduce additional programs to assist with preventing neighborhood decline, protecting property values, and enhanced curb appeal

Community Services

Part 2 of 2 (Code Enforcement)

City Council – Work Session

November 10, 2020

Background

- The 2020 Community Survey included feedback regarding Code Enforcement and the high importance of protecting downtown
- Comments were also received during the budget presentation on July 31st
- A general overview of code enforcement was shared at the September 8th meeting

Overview

- The Community Services department provides routine inspections on residential and commercial properties to ensure proper maintenance
- This presentation will introduce additional programs to assist with preventing neighborhood decline, protecting property values, & enhanced curb appeal

Multi-Family Properties

- Today, Celina has a few smaller, older complexes
- Several modern multi-family properties are expected to begin construction during FY21
- Many regional cities perform routine inspections on their multi-family properties that include:
 - Interior safety inspection (smoke/CO2 detectors, electrical, fire alarms, ventilation)
 - Exterior property maintenance (missing landscaping, parking lot holes, balcony rails, etc.)

Sustainability Program

- These sustainability programs typically involve the following components:
 - Apartment complex registration
 - Nominal fee
 - Inspections at time of tenant change to minimize impact on residents and the business

Sustainability Program

- The sustainability program can also open a line of communication with landlords to discuss their single family rental properties in the future
- The program is structured to function similarly for single-family:
 - Registration & Fee
 - Interior & Exterior safety inspection

Interior Inspection



Exterior Inspection



Safety Inspection



The Value

- Safe and healthy housing
- Preventing neighborhood decline
- Enhanced curb appeal
- Protecting **property values** and the integrity of the community

Proposed Ordinance

- Codifies the COSI (Commercial Site Integrity) program, as outlined in the September meeting
- Consolidates various annual inspections into one cohesive, efficient process
- Implements multi-family sustainability in January 2021
- Implements single-family sustainability in January 2022

Next Steps

- ~~City Council: 9-08-20 (work session 1 of 2)~~
- City Council: 11-10-20 (work session 2 of 2)
- City Council: November (any revised ordinances)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Ownsby Farms - DA Amendment

Action Requested:

Consider and act upon an amendment to Ownsby Farms development agreement; generally located west of Preston Road and south of Ownsby Parkway, within the City Limits. (Ownsby Farms - DA Amendment) (Mohan)

Owner:

CADG Ownsby Farms, LLC
1800 Valley View Ln #300
Farmers Branch, TX 75234

Background Information:

Refer to the attached agreement for further information.

Supporting Documents:

- Draft Agreement

Staff Recommendation:

Staff recommends approval.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (Ownsby Farms)

This First Amendment to Development Agreement (this "Amendment") is made and entered into by and between THE CITY OF CELINA, TEXAS (the "City"), a home rule municipality located within Collin County and Denton County, Texas, and CADG Ownsby Farms, LLC, a Texas limited liability company (the "Developer") (the City and the Developer each individually, a "Party" and collectively, the "Parties") to be effective on the 8th day of December, 2020 (the "Effective Date").

RECITALS

WHEREAS, the City is a home rule municipal corporation duly organized and validly existing under the laws of the State of Texas located within Collin County and Denton County, Texas; and

WHEREAS, the Developer is a Texas company whose principal office is located within Dallas County, Texas; and

WHEREAS, this Amendment amends that certain Development Agreement between the Parties, and filed in the land records of the county of Instrument No. 20160922001270890, that governs the Property and was entered into as of the 13th day of September, 2016 (the "Original Development Agreement"); and

WHEREAS, the Original Development Agreement governs an approximately 113.548-acre tract of land (as defined in the Original Development Agreement and to the extent currently owned by Owner, the "Property"); and

WHEREAS, the Parties desire to amend the Original Development Agreement to amend the terms related to fees; and

WHEREAS, the Parties have determined that they have the authority to enter into this Amendment; and

WHEREAS, it is the intent of this Amendment to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the City and the Owner are proceeding in reliance on the enforceability of this Amendment; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. The Agreement Remains in Full Force and Effect. The City and Developer acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Original Development Agreement, remain in full force and effect. Capitalized terms herein shall have the same meaning as in the Original Development Agreement. The fees set forth in this Amendment shall be effective from and after the Effective Date.

2. Specific provisions contained in the Original Development Agreement shall be amended as follows:

Article III is hereby amended to replace only Section 3.01, paragraphs (a), (c) and (d) in their entirety to read as follows:

3.01 Fees, Capital Recovery Fees and Park Fees.

(a) **Development, Review and Inspection Fees.** Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City regulations, including without limitation fees relating to platting and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

(c) **Park Fees.** The Parties agree upon a fixed payment for the Park Fees, which includes recreation and open space, in lieu of a dedication of land, to be collected upon the issuance of a single-family residential lot's building permit, not to exceed \$1,500.00 per lot.

(d) **Capital Recovery Fees.** The Developer is responsible for the construction of all Public Improvements, to the extent such Public Improvements is necessitated by and attributable to the development of the Property. The Parties agree that such improvements will include all of the capital improvements and facility expansions necessitated by and attributable to the Property; therefore, pursuant to Section 395.001(4) of the Texas Local Government Code, no impact fees levied by the City will apply to the Property. Instead, the Developer agrees to pay and City agrees to set (a) roadway capital recovery fees not to exceed \$3,000.00 per single-family residential lot, (b) water capital recovery fees not to exceed \$2,500.00 per single-family residential lot, (c) wastewater capital recovery fees not to exceed \$2,500.00 per single-family residential lot, and (d) technology fees not to exceed \$500.00 per single-family residential lot. All capital recovery fees applicable to individual lots will be due and payable by the Developer at the time building permits are issued for each single-family residential lot.

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

4. Notices. All notices required or contemplated by the Original Development Agreement or this Amendment (or otherwise given in connection with the Original Development Agreement or this Amendment) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery

address (whether or not such person is the person to whom the notice is addressed); or (c) otherwise on the day actually received by the person to whom the notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the City:	Attn: City Manager City of Celina 302 W. Walnut St. Celina, Texas 75009 E-mail: hliebman@celina-tx.gov TEL: (972) 382-2682 FAX: (972) 382-3736
With a copy to:	Attn: Lance Vanzant Hayes, Berry, White & Vanzant, LLP 512 W. Hickory St., Ste. 100 Denton, TX 75206 E-mail: lvanzant@hbwvlaw.com TEL: (940) 387-3518 FAX: (866) 580-1744
With a copy to:	Attn: Julie Fort Messer, Fort & McDonald P.L.L.C. 6371 Preston Rd., Ste. 200 Frisco, Texas 75034 E-mail: julie@txmunicipallaw.com TEL: (972) 668-6400
To the Developer:	Attn: Mehrdad Moayed CADG Ownsby Farms, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: Clayton Snodgrass CADG Ownsby Farms, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Attn: J. Prabha Cinclair Miklos Law, PLLC 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

5. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Amendment. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Amendment. In the event of any dispute over the meaning or application of any provision of this

Amendment , the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

6. **Enforceability.** Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

7. **Applicable Law; Venue.** This Amendment is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Amendment shall be Collin County, Texas.

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

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

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

[execution pages follow]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective as of the Effective Date.

CITY OF CELINA, TEXAS
"The City"

By: _____
Chad Anderson, Mayor Pro-tem

ATTEST:

By: _____
Vicki Tarrant, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

On December 8, 2020, before me, the undersigned personally appeared Chad Anderson, Mayor Pro-tem, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

Notary Public in and for the State of TEXAS

Attachment: Draft Agreement (Ownsby Farms - DA Amendment)

DEVELOPER:

CADG OWNSBY FARMS, LLC
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8th day of December, 2020 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Ownsby Farms, LLC, a Texas limited liability company on behalf of said company.

(SEAL)

Notary Public in and for the State of Texas

Name printed or typed

Attachment: Draft Agreement (Ownsby Farms - DA Amendment)



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Andy Glasgow, Director of Engineering
 CC: Kim Brawner, Executive Director of Public Services
 Date: December 8, 2020
 Re: Capital Improvements Advisory Committee Resolution

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas authorizing an update to the impact fee program for roadway, water, and wastewater facilities and appointing the Planning and Zoning Commission as the Capital Improvements Advisory Committee with one ad-hoc member. (Glasgow)

Background Information:

State law requires that municipality development impact fees be reassessed every five years. The City of Celina last reviewed water and wastewater development impact fees in 2014 and roadway impact fees in 2015. A Capital Improvement Committee (CIAC) is required to recommend the appropriate impact fees for the community based upon infrastructure assessment and proposed future development. The committee will consist of the Planning and Zoning Commission and a Council appointed development professional.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Resolution has been review by the City Attorney

Supporting Documents:

- Proposed resolution

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AUTHORIZING AN UPDATE TO THE IMPACT FEE PROGRAM FOR ROADWAY, WATER, AND WASTEWATER FACILITIES AND APPOINTING THE PLANNING AND ZONING COMMISSION AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE.

WHEREAS, the City of Celina currently imposes impact fees for roadway, water, and wastewater facilities pursuant to its authority granted under Chapter 395, *Financing Capital Improvements Required by New Development in Municipalities, Counties, and Certain Other Local Governments*, of the Texas Local Government Code (“*Ch. 395 of the TLGC*”) and Article 10.02, *Impact Fees*, of Chapter 10, *Subdivision Regulation*, of the City of Celina Municipal Code of Ordinances; and

WHEREAS, the City Council of the City of Celina intends to update its Land Use Assumptions, Impact Fees, and Capital Improvements Plan pursuant to the procedures contained in *Ch. 395 of the TLGC*; and

WHEREAS, the City Council of the City of Celina appoints the Planning and Zoning Commission as the Capital Improvements Advisory Committee (CIAC) in accordance with the requirements of *Ch. 395 of the TLGC*, and charges them to advise the City Council on the imposition of impact fees; and

WHEREAS, at least one (1) member of the Capital Improvements Advisory Committee (CIAC) is a member of the development, real estate, and/or building industry and resides in the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council of the City of Celina has determined that the use of impact fees facilitates quality development that is in accordance with the Comprehensive Plan, and the use of impact fees further promotes health, safety, and general welfare for the City of Celina and its citizens.

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

SECTION 1. RECITALS. The above recitals are found to be true and correct and they are incorporated as findings of the City Council for all purposes.

SECTION 2. CAPITAL IMPROVEMENTS ADVISORY COMMITTEE. The Planning and Zoning Commission is hereby appointed as the Capital Improvements Advisory Committee (CIAC) with one ad-hoc member from the development, real estate or building industry and resides in the extraterritorial jurisdiction of the City, and is authorized to work with City staff to provide recommendations to the City Council on the imposition of impact fees.

SECTION 3. AUTHORIZATION. The Director of Development Services, City Engineer and Finance Director are directed to commence the update of the Land Use Assumptions,

Impact Fees, and Capital Improvements Plan, and procure such planning, engineering, and/or legal consultation deemed necessary to update the impact fee program for roadway, water, and wastewater facilities. This shall be paid for by the impact fees to be collected under the impact fee program.

SECTION 4. EFFECTIVE DATE. This *Resolution* shall be effective immediately following its passage and approval by the City Council.

PASSED AND APPROVED this the 8th day of December 2020 at a regular meeting of the City Council of the City of Celina in which a quorum was present.

CITY OF CELINA

BY: _____
Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: The Cottages - Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 51 acres within the Extraterritorial Jurisdiction, generally located west of Louisiana Drive and north of J Fred Smith Parkway. (The Cottages - Annexation Service Agreement) (Mohan)

Applicant:

James Land & Development Company
102 E. Broadway Street, Suite 940
Prosper, TX 75078

Background Information:

Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval.

COX LN

CR 994

BUS 289

J FRED SMITH PWKY

Attachment: Location Map (Cottages PD - Annexation Service Agreement)

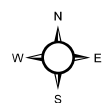


The Cottages Location Map

Date: 11/3/2020

Legend

- Roads
- Subject Property
- City Limits
- Parcels



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Packet Pg. 74

Feet

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

- Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

OWNER: James Land & Development

By: _____
 Name: Adam James
 Title: Owner
 Date: _____

Exhibit A
Legal Description

BEING a tract of land situated in the Ousley and Floyd Survey, Abstract No. 490, Collin County, Texas, being the same tract of land described to Richard C. Smith and Wife, Janet L. Smith by deed recorded in Volume 4412, Page 78 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described by the metes and bounds as follows (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000152710):

BEGINNING at a 3/8 inch rebar found for the Southwest corner of said Smith tract, same being the Southeast corner of a tract of land described to Old Celina LTD., recorded in Document No. 20060815001168150 of the Official Public Records of Collin County, Texas, and lying on the North line of a tract of land described to G BAR 7, LTD., recorded in Volume 5850, Page 990, (D.R.C.C.T.);

THENCE North 02 Degrees 31 Minutes 13 Seconds East, departing the North line of said G BAR 7, LTD. tract, with the East line of said Old Celina LTD. tract, a distance of 213.74 feet to a 3/8 inch rebar found for corner;

THENCE North 13 Degrees 43 minutes 20 Seconds East, with the East line of said Old Celina LTD. tract, a distance of 1056.81 feet to a 3/8 inch rebar found for the easternmost Northeast corner of said Old Celina LTD. tract, same being an interior ell corner of said Smith tract;

THENCE South 88 Degrees 08 Minutes 58 Seconds West, with the Northeast line of said Old Celina LTD. tract, a distance of 483.98 feet to a point for corner for the westernmost Southwest corner of said Smith Tract, from which a fence post found for reference bears North 12 Degrees 43 Minutes 17 Seconds East, a distance of 0.97 feet;

THENCE North 02 Degrees 17 Minutes 31 Seconds West, with the East Line of said Old Celina LTD., tract, and with the East line of a tract of land conveyed to Community Cemetery Association recorded in Volume 1979, Page 407, (D.R.C.C.T.), in all, a total distance of 1174.51 feet to a point for corner for the westernmost Northwest corner of said Smith tract, same being the Southwest corner of a tract of land conveyed to Community Cemetery Association recorded in Volume 537, Page 346, (D.R.C.C.T.), from which a fence post found for reference bears South 06 Degrees 40 minutes 14 Seconds East, a distance of 1.5 feet;

THENCE South 87 Degrees 58 Minutes 28 Seconds East, departing the East line of the first mentioned Community Cemetery Association tract, with the South line of the second mentioned Community Cemetery Association tract, a distance of 293.70 feet to a 3/8 inch rebar found for the Southeast corner of the second mentioned Community Cemetery Association tract, same being an interior ell corner of said Smith tract;

THENCE North 02 Degrees 30 Minutes 28 Seconds West, with the East line of the second mentioned Community Cemetery Association tract, a distance of 149.10 feet to a PK nail set for the northernmost Northwest corner of said Smith tract, same being the Northeast corner of the second mentioned Community Cemetery Association tract, and lying on the South line of a tract of land described to Alan Keith Walvoord by deed recorded in File No. 93-0097665, (D.R.C.C.T.), and on the approximate centerline of County Road 994;

THENCE North 89 Degrees 33 Minutes 32 Seconds East, with the South line said Alan Keith Walvoord tract, the South line of a tract of land described to Alan Keith Walvoord by deed recorded in File No. 93-0097664, (D.R.C.C.T.), the South line of a tract of land described to

Douglas Raymond Momary and Emily Jo Momary by deed in Document No. 20101007001082630 of the Official Public Records of Collin County, Texas, and with the approximate centerline of said County Road 994, in all a distance of 777.40 feet to a PK nail set for the Northeast corner of said Smith tract, same being the Northwest corner of a tract of land described to Randolph P. Jaral and Maria Dolores Jaral by deed recorded in Document No. 20140626000653560 of the Official Public Records of Collin County, Texas;

THENCE South 00 Degrees 34 Minutes 27 Seconds East, departing the South line of said Momary tract, with the West line of said Jaral tract, a distance of 2539.85 feet to a point for the Southeast corner of said Smith tract, same being the Southwest corner of said Jaral tract, and lying on the North line of a tract of land described to Jerry & Lewis Dickerson by deed recorded in Volume 4572, Page 4113, (D.R.C.C.T.), from which a wood post found for reference bears North 55 Degrees 41 Minutes 57 Seconds West a distance of 2.26 feet;

THENCE South 89 Degrees 47 Minutes 38 Seconds West, with the North line of said Dickerson tract, and with the North line of said G Bar 7, LTD., tract, a distance of 819.22 feet to the POINT OF BEGINNING and containing 2,193,792 square feet or 50.363 acres of land, more or less.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Dynavest ETJ - Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 1,809 acres within the Extraterritorial Jurisdiction, generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest ETJ - Annexation Service Agreement) (Mohan)

Applicant:

Dynavest Joint Venture,
24 Devonstone Place
Dallas, TX 75248-7910

Background Information:

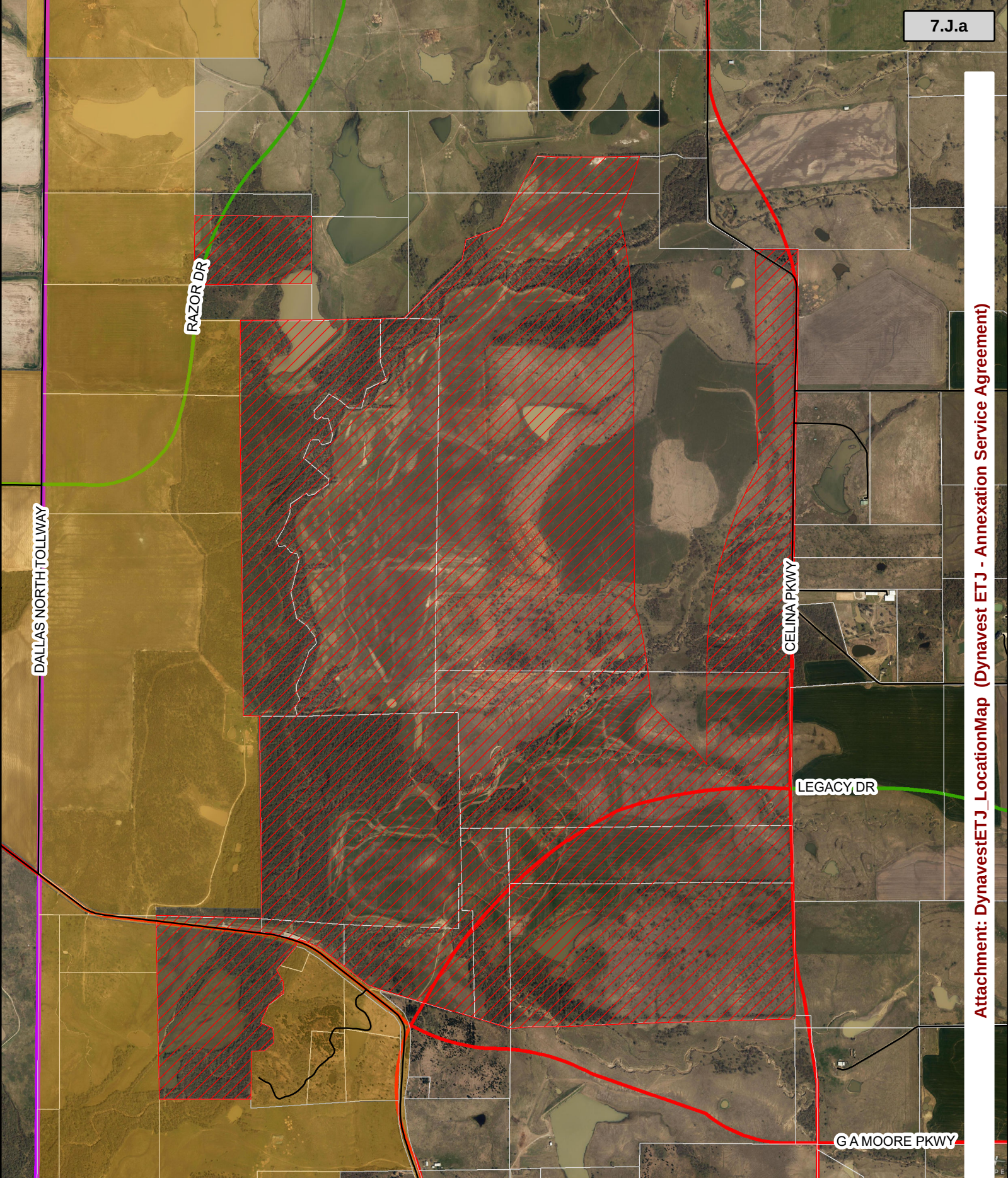
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Supporting Documents:

- Location Map
- Annexation Service Agreement

Staff Recommendation:

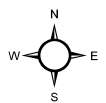
Staff recommends approval.



Attachment: DynavestETJ LocationMap (Dynavest ETJ - Annexation Service Agreement)

Legend

- Roads
- Subject Property
- City Limits
- Parcels



Service Agreement for C-3 Annexed Property

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B) EMERGENCY SERVICES

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 - i) Normal patrol and responses;
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 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
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 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
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- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
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City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

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- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
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- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
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- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
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G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
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- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
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- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
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J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

OWNER: Dynavest Joint Venture

By: _____
 Name: Robert L. Swisher, Jr.
 Title: Owner
 Date: _____

Exhibit A
Legal Description

Tract 1:

Starting at the most Northeasterly point of Abs A0254 John Davis Survey, Tract 3, 82.25 Acres as the Point of Beginning:

THENCE North 89 degrees 15 minutes 25 seconds East, 1,885.871 feet;
 THENCE North 88 degrees 50 minutes 38 seconds East, 317.224 feet;
 THENCE North 44 degrees 50 minutes 5 seconds East, 1,105.130 feet;
 THENCE North 11 degrees 34 minutes 7 seconds East, 275.440 feet;
 THENCE North 69 degrees 33 minutes 31 seconds East, 489.700 feet;
 THENCE North 27 degrees 25 minutes 27 seconds East, 1,078.120 feet;
 THENCE South 87 degrees 3 minutes 11 seconds East, 266.860 feet;
 THENCE South 89 degrees 20 minutes 14 seconds East, 329.620 feet;
 THENCE North 89 degrees 34 minutes 32 seconds East, 340.030 feet;
 THENCE North 89 degrees 27 minutes 19 seconds East, 441.314 feet;
 THENCE South 13 degrees 7 minutes 30 seconds West, 44.917 feet;
 THENCE South 16 degrees 52 minutes 30 seconds West, 345.513 feet;
 THENCE South 20 degrees 37 minutes 30 seconds West, 345.513 feet;
 THENCE South 24 degrees 22 minutes 30 seconds West, 113.012 feet;
 THENCE South 13 degrees 17 minutes 49 seconds East, 362.102 feet;
 THENCE South 9 degrees 22 minutes 30 seconds East, 345.513 feet;
 THENCE South 5 degrees 37 minutes 30 seconds East, 345.514 feet;
 THENCE South 1 degrees 21 minutes 26 seconds East, 1,236.626 feet;
 THENCE South 0 degrees 3 minutes 19 seconds East, 1,700.611 feet;
 THENCE South 0 degrees 31 minutes 50 seconds East, 1,274.922 feet;
 THENCE South 14 degrees 4 minutes 16 seconds East, 461.958 feet;
 THENCE South 9 degrees 22 minutes 30 seconds East, 345.513 feet;
 THENCE South 5 degrees 37 minutes 30 seconds East, 345.514 feet;
 THENCE South 2 degrees 59 minutes 56 seconds East, 197.950 feet;

Attachment: Annexation Service Agreement (Dynavest ETJ - Annexation Service Agreement)

THENCE South 45 degrees 46 minutes 45 seconds East, 143.623 feet;
 THENCE South 43 degrees 54 minutes 45 seconds East, 200.451 feet;
 THENCE South 45 degrees 18 minutes 33 seconds East, 153.861 feet;
 THENCE South 41 degrees 58 minutes 43 seconds East, 609.809 feet;
 THENCE North 0 degrees 0 minutes 0 seconds East, 1,383.244 feet;
 THENCE North 3 degrees 45 minutes 0 seconds East, 690.657 feet;
 THENCE North 9 degrees 22 minutes 30 seconds East, 345.513 feet;
 THENCE North 13 degrees 7 minutes 30 seconds East, 345.513 feet;
 THENCE North 16 degrees 52 minutes 30 seconds East, 345.513 feet;
 THENCE North 20 degrees 37 minutes 30 seconds East, 345.513 feet;
 THENCE North 24 degrees 22 minutes 30 seconds East, 345.514 feet;
 THENCE North 28 degrees 1 minutes 24 seconds East, 326.816 feet;
 THENCE North 1 degrees 35 minutes 20 seconds West, 1,042.967 feet;
 THENCE North 0 degrees 31 minutes 2 seconds West, 1,882.785 feet;
 THENCE North 89 degrees 31 minutes 2 seconds East, 573.326 feet;
 THENCE South 0 degrees 55 minutes 49 seconds West, 1,921.671 feet;
 THENCE South 0 degrees 52 minutes 58 seconds West, 2,664.563 feet;
 THENCE South 1 degrees 39 minutes 25 seconds West, 212.255 feet;
 THENCE South 0 degrees 49 minutes 18 seconds East, 286.438 feet;
 THENCE South 2 degrees 1 minutes 51 seconds East, 560.340 feet;
 THENCE South 86 degrees 25 minutes 23 seconds West, 66.000 feet;
 THENCE South 1 degrees 4 minutes 18 seconds East, 51.392 feet;
 THENCE South 1 degrees 4 minutes 18 seconds East, 2,052.075 feet;
 THENCE South 1 degrees 4 minutes 18 seconds East, 780.334 feet;
 THENCE South 0 degrees 50 minutes 6 seconds East, 1,829.317 feet;
 THENCE South 88 degrees 23 minutes 35 seconds West, 2,104.210 feet;
 THENCE South 87 degrees 26 minutes 26 seconds West, 986.670 feet;
 THENCE South 89 degrees 5 minutes 36 seconds West, 508.110 feet;

THENCE South 84 degrees 52 minutes 49 seconds West, 232.625 feet;
 THENCE North 73 degrees 25 minutes 53 seconds West, 507.080 feet;
 THENCE North 73 degrees 5 minutes 18 seconds West, 1,317.713 feet;
 THENCE North 71 degrees 0 minutes 42 seconds West, 176.995 feet;
 THENCE North 52 degrees 3 minutes 45 seconds West, 412.564 feet;
 THENCE North 52 degrees 3 minutes 45 seconds West, 285.106 feet;
 THENCE North 53 degrees 21 minutes 29 seconds West, 48.249 feet;
 THENCE North 56 degrees 23 minutes 12 seconds West, 48.250 feet;
 THENCE North 59 degrees 24 minutes 56 seconds West, 48.250 feet;
 THENCE North 62 degrees 26 minutes 39 seconds West, 48.250 feet;
 THENCE North 65 degrees 28 minutes 21 seconds West, 48.250 feet;
 THENCE North 68 degrees 30 minutes 5 seconds West, 48.250 feet;
 THENCE North 71 degrees 31 minutes 47 seconds West, 48.250 feet;
 THENCE North 72 degrees 34 minutes 2 seconds West, 99.390 feet;
 THENCE South 16 degrees 58 minutes 2 seconds West, 95.648 feet;
 THENCE South 40 degrees 12 minutes 22 seconds West, 414.210 feet;
 THENCE South 31 degrees 12 minutes 14 seconds East, 180.877 feet;
 THENCE South 0 degrees 11 minutes 17 seconds East, 54.173 feet;
 THENCE South 4 degrees 22 minutes 41 seconds East, 57.684 feet;
 THENCE South 4 degrees 22 minutes 41 seconds East, 57.684 feet;
 THENCE South 4 degrees 22 minutes 40 seconds East, 45.486 feet;
 THENCE South 53 degrees 0 minutes 13 seconds West, 256.140 feet;
 THENCE South 23 degrees 5 minutes 52 seconds West, 269.210 feet;
 THENCE South 65 degrees 40 minutes 12 seconds East, 178.820 feet;
 THENCE South 4 degrees 36 minutes 5 seconds East, 193.800 feet;
 THENCE South 50 degrees 16 minutes 5 seconds West, 169.490 feet;
 THENCE South 87 degrees 15 minutes 31 seconds West, 174.709 feet;
 THENCE South 0 degrees 31 minutes 43 seconds West, 642.206 feet;

THENCE South 89 degrees 59 minutes 0 seconds West, 1,232.872 feet;
 THENCE North 1 degrees 1 minutes 12 seconds West, 1,700.005 feet;
 THENCE North 0 degrees 57 minutes 10 seconds West, 776.012 feet;
 THENCE South 88 degrees 23 minutes 33 seconds East, 1,421.500 feet;
 THENCE North 0 degrees 36 minutes 27 seconds West, 2,716.221 feet;
 THENCE North 87 degrees 42 minutes 45 seconds West, 218.819 feet;
 THENCE North 0 degrees 26 minutes 21 seconds West, 5,319.875 feet; to the point of beginning
 for a total of 1,582.83 Acres.

Note: This description is based on the Texas State Plane Coordinate System, North Central Zone, NAD83; and does not reflect an on-the-ground survey.

Tract 2:

Starting at the most Northeasterly point of Abs A0254 John Davis Survey, Tract 2, 56.0 Acres as the Point of Beginning:

THENCE South 89 degrees 39 minutes 44 seconds East, 1,569.457 feet;
 THENCE South 0 degrees 8 minutes 9 seconds East, 1,201.591 feet;
 THENCE South 89 degrees 26 minutes 54 seconds West, 1,580.209
 THENCE North 0 degrees 22 minutes 2 seconds East, 1,226.081 feet to the point of beginning
 for a total of 44.474 Acres

Note: This description is based on the Texas State Plane Coordinate System, North Central Zone, NAD83; and does not reflect an on-the-ground survey.



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Dynavest Other ETJ - Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 236 acres, generally located north of future Legacy Drive, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest Other ETJ - Annexation Service Agreement) (Mohan)

Applicant:

Dynavest Joint Venture,
24 Devonstone Place
Dallas, TX 75248-7910

Background Information:

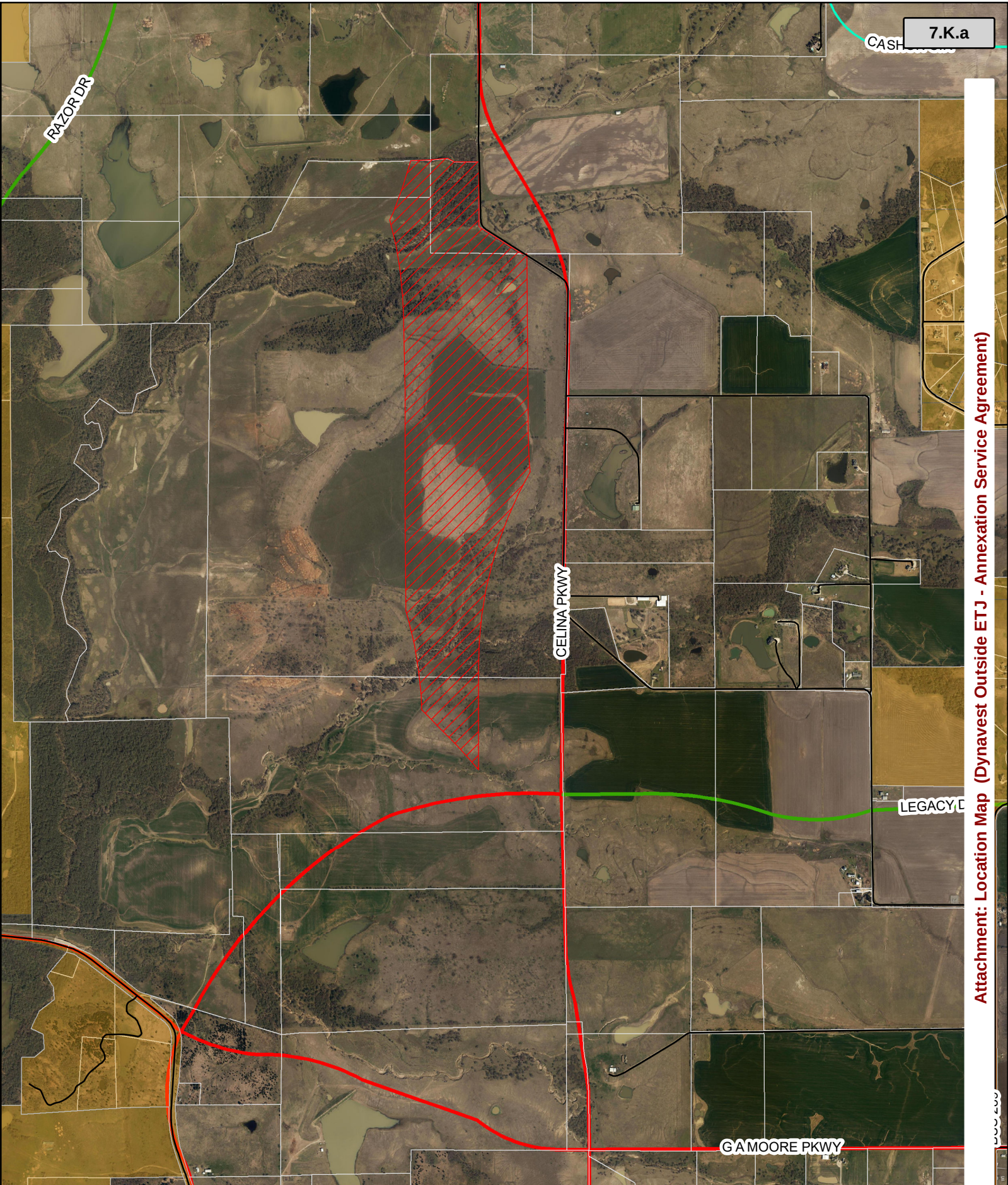
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Annexation Service Agreement

Staff Recommendation:

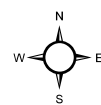
Staff recommends approval.



Attachment: Location Map (Dynavest Outside ETJ - Annexation Service Agreement)

Legend

- Roads
- ▨ Tract3
- City Limits
- Parcels



0

30303

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

- Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

OWNER: Dynavest Joint Venture

By: _____
 Name: Robert L. Swisher, Jr.
 Title: Owner
 Date: _____

Exhibit A
Legal Description

Starting at the most Northwesterly point of Abs A0876 S A & M G Ry Co Survey, Tract 3, 22.31 Acres:

THENCE South 87 degrees 3 minutes 11 seconds East, 266.860 feet;

THENCE South 89 degrees 20 minutes 14 seconds East, 329.620 feet;

THENCE North 89 degrees 3 minutes 20 seconds East, 780.920 feet to the point of beginning:

THENCE South 13 degrees 7 minutes 30 seconds West, 44.917 feet;

THENCE South 16 degrees 52 minutes 30 seconds West, 345.513 feet;

THENCE South 20 degrees 37 minutes 30 seconds West, 345.513 feet;

THENCE South 24 degrees 22 minutes 30 seconds West, 113.012 feet;

THENCE South 13 degrees 17 minutes 49 seconds East, 362.102 feet;

THENCE South 9 degrees 22 minutes 30 seconds East, 345.513 feet;

THENCE South 5 degrees 37 minutes 30 seconds East, 345.514 feet;

THENCE South 1 degrees 21 minutes 26 seconds East, 1,236.626 feet;

THENCE South 0 degrees 3 minutes 19 seconds East, 1,700.611 feet;

THENCE South 0 degrees 31 minutes 50 seconds East, 1,274.922 feet;

THENCE South 14 degrees 4 minutes 16 seconds East, 461.958 feet;

THENCE South 9 degrees 22 minutes 30 seconds East, 345.513 feet;

THENCE South 5 degrees 37 minutes 30 seconds East, 345.514 feet;

THENCE South 2 degrees 59 minutes 56 seconds East, 197.950 feet;

THENCE South 45 degrees 46 minutes 45 seconds East, 143.623 feet;

THENCE South 43 degrees 54 minutes 45 seconds East, 200.451 feet;

THENCE South 45 degrees 18 minutes 33 seconds East, 153.861 feet;

THENCE South 41 degrees 58 minutes 43 seconds East, 609.809 feet;

THENCE North 0 degrees 0 minutes 0 seconds East, 1,383.244 feet;

THENCE North 3 degrees 45 minutes 0 seconds East, 690.657 feet;

THENCE North 9 degrees 22 minutes 30 seconds East, 345.513 feet;

THENCE North 13 degrees 7 minutes 30 seconds East, 345.513 feet;

Attachment: Annexation Service Agreement (Dynavest Outside ETJ - Annexation Service Agreement)

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THENCE North 20 degrees 37 minutes 30 seconds East, 345.513 feet;
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THENCE North 1 degrees 35 minutes 20 seconds West, 1,042.967 feet;
THENCE North 0 degrees 31 minutes 2 seconds West, 1,882.785 feet;
THENCE South 89 degrees 47 minutes 38 seconds West, 68.359 feet;
THENCE North 57 degrees 59 minutes 28 seconds West, 683.542 feet;
THENCE North 0 degrees 0 minutes 0 seconds East, 869.220 feet;
THENCE South 89 degrees 39 minutes 20 seconds West, 322.243 feet;
THENCE North 61 degrees 13 minutes 46 seconds West, 109.950 feet;
THENCE South 84 degrees 7 minutes 12 seconds West, 236.090 feet;
THENCE South 88 degrees 8 minutes 54 seconds West, 262.631 feet to the point of beginning
for 235.54 Acres.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Wilson Creek Meadows - Annexation Service Agreement

Action Requested:

Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 81 acres within the Extraterritorial Jurisdiction, generally located east of CR 86 (future Coit Road) and south of Choate Parkway. (Wilson Creek Meadows - Annexation Service Agreement) (Mohan)

Applicant:

Terry W. Mitchell
106 Decker Court, Suite 310
Irving, TX 750621

Background Information:

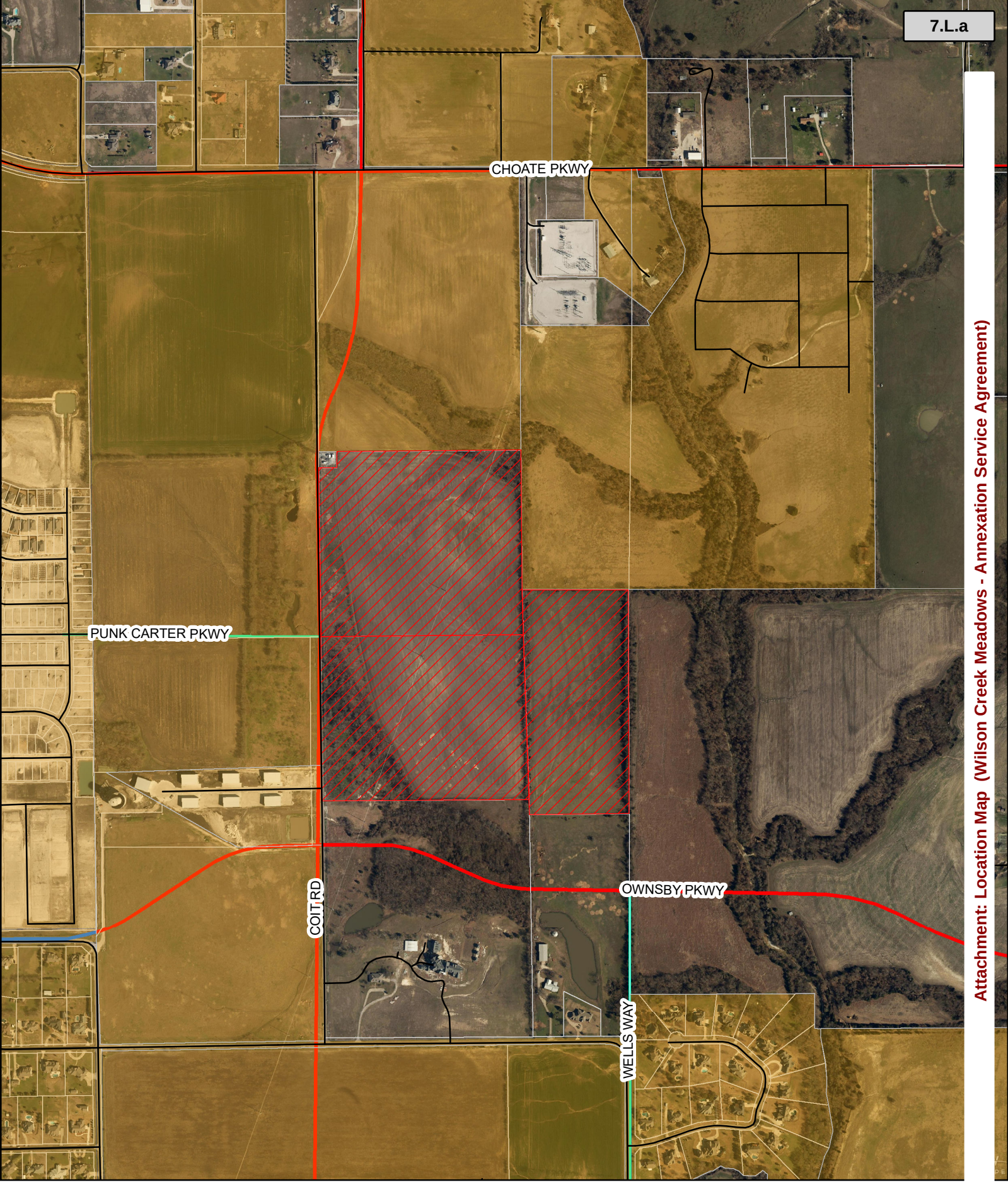
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Annexation Service Agreement

Staff Recommendation:

Staff recommends approval.

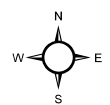


Wilson Creek Meadows ETJ Section Location Map

Date: 11/25/2020

Legend

- Roads
- Wilson Creek Meadows
- City Limits
- Parcels



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Packet Pg. 103

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

- Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this ____ day of _____, 2020.

CITY OF CELINA

By: _____
 Name: Jason Laumer
 Title: City Manager
 Date: _____

OWNER: Celina Ownsby Coit, LLC

By: _____
 Name: Terry Mitchell
 Title: Owner
 Date: _____

**Exhibit A
Legal Description**

Consisting of a 19.048 acre tract and a 60.971 acre tract

19.048 Acre Tract

1030, City of Celina ETJ, Collin County, Texas, and being all of a called 19.047 acre tract of land described in a Warranty Deed to Donald L. Vest, as recorded in Instrument No. 93-0016270 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said 19.047 acre tract, common to the southwest corner of a called 105.79 acre tract of land described in a deed to Celina Titus, LLC, as recorded in Instrument No. 20160401000388930 of the Official Public Records of Collin County, Texas, being on the easterly line of a called 60.971 acre tract of land described in a deed to Celina Ownsby Coit, LLC as recorded in Instrument No. 20180518000609810 of the Official Public Records of Collin County, Texas;

THENCE North 89°54'06" East, departing the easterly line of said 60.971 acre tract, along the northerly line of said 19.047 acre tract, the southerly line of said 105.79 acre tract, and generally along a fence, a distance of 618.09 feet to a 3/4 inch iron pipe found for the northeast corner of said 19.047 acre tract, common to the northwest corner of a called 185.094 acre tract of land described in a deed to Brinkman Ranches of Collin County, L.P., as recorded in Volume 6067, Page 1306 of the Land Records of Collin County, Texas;

THENCE South 00°19'07" East, departing the southerly line of said 105.79 acre tract, along the easterly line of said 19.047 acre tract, the westerly line of said 185.094 acre tract, and generally along a fence, a distance of 1360.48 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 19.047 acre tract, common to the northeast corner of a called 18.531 acre tract of land described in a deed to Donald L. Vest and wife, Julie Ann Vest, as recorded in Volume 1344, Page 66 of the Deed Records of Collin County, Texas;

THENCE South 89°24'52" West, along the southerly line of said 19.047 acre tract, the northerly line of said 18.531 acre tract, and generally along a fence, a distance of 599.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 19.047 acre tract, common to the northwest corner of said 18.531 acre tract, being on the easterly line of a called 42.970 acre tract of land described in a deed to Christopher Wesson Bosh and Adrienne Bosh, as recorded in Instrument No. 20131001001373380 of the Official Public Records of Collin County, Texas;

THENCE North 01°01'45" West, along the westerly line of said 19.047 acre tract, the easterly line of said 42.970 acre tract, and generally along a fence, a distance of 108.16 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northeast corner of said 42.970 acre tract, common to the southeast corner of aforesaid 60.971 acre tract;

THENCE North 01°06'13" West, continuing along a westerly line of said 19.047 acre tract, along the easterly line of said 60.971 acre tract, and generally along a fence, a distance of 1257.62 feet to the POINT OF BEGINNING and containing 19.048 acres (829,747 square feet) of land, more or less.

60.971 Acre Tract

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstracts 1008 and 1009, Collin County, Texas, said tract being a remainder of that tract of land conveyed to Rene Bates, according to the document filed of record in Volume 3861, Page 2239, Land Records Collin County, Texas, said tract of land being more particularly described as follows:

BEGINNING at the northwest corner of that tract of land conveyed to Christopher Wesson Bosh and Adrienne Bosh, according to the document filed of record in Document Number 20131001001373380, Official Public Records Collin County, Texas, located in the east line of that tract of land conveyed to Tambros Land Company, LLC, according to the document filed of record in Document Number 20170106000027700, Official Public Records Collin County, Texas, from which a "PK NAIL" found for witness in Collin County Road 86 bears North 03°49'24" West, 0.50 feet;

THENCE North 00°49'54" West, generally with said road and the west line of the above mentioned Bates tract, a portion of the east line of said Tambros tract and passing at a distance of 210.00 feet a "PK NAIL" found for the northeast corner of said Tambros tract, same being common with the southeast corner of that tract of land conveyed to Westgate 115 Investors, L.P., according to the document filed of record in Document Number 20130621000869270, Official Public Records Collin County, Texas and continuing with the east line of said Westgate tract, same being common with the west line of said Bates tract for a total distance of 2024.54 feet to a "PK nail" set in said common line for the most westerly northwest corner of this tract;

THENCE North 89°30'21" East, leaving said road and common line, over and across said Bates tract, a distance of 113.00 feet to a 5/8" Iron rod with red plastic cap stamped "KHA" set for an interior "ell" corner of this tract;

THENCE North 00°49'54" West, a distance of 100.00 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the most easterly northwest corner of this tract and being in the south line of that tract of land conveyed to Celina Coit 49 Partners, LTD., according to the document filed of record in Document Number 20120812000700130, Official Public Records Collin County, Texas;

THENCE North 89°30'21" East, with said south line, a distance of 1140.10 feet to a 1/2" iron rod found in the west line of that tract of land conveyed to Celina Titus, LLC, according to the document filed of record in Instrument Number 20160401000388930, Official Public Records Collin County, Texas and being the southeast corner of said Celina Coit 49 Partners tract;

THENCE South 01°00'46" East, with said west line, a distance of 881.54 feet to a 1/2" iron rod found for the southwest corner of said Celina Titus tract, same being the northwest corner of that tract of land conveyed to Donald L. Vest, according to the document filed of record in Document Number 93-0016270, Deed Records Collin County, Texas;

THENCE South 01°06'13" East, with the west line of said Vest tract, a distance of 1257.62 feet to a 1/2" iron rod with red plastic cap stamped "KHA" set in said west line for the northeast corner of the above mentioned Bosh tract;

THENCE South 89°15'31" West, leaving said west line and with the north line of said Bosh tract, a distance of 1261.77 feet to the **POINT OF BEGINNING** and containing 60.971 acres (2,655,876 square feet) of land, more or less.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Raha Pouladi, Senior Planner
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Edgewood Creek- Phase 1 PID - Pre-SAP

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas, determining the costs of improvements to be financed by the Edgewood Creek Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #1 Assessment Roll and a proposed Phases #2-3 Major Improvement Assessment Roll; directing the filing of the proposed Phase #1 Assessment Roll and the proposed Phases #2-3 Major Improvement Assessment Roll with the City Secretary; providing for noticing and calling public hearings for December 8, 2020, to consider ordinances levying assessments on property located within Phase #1 of the Edgewood Creek Public Improvement District and on property located within Phases #2-3 of the Edgewood Creek Public Improvement District” (Edgewood Creek- PID – Pre-SAP) (Pouladi)

Background Information:

Refer to the attached resolution for further information.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Resolution

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR *JANUARY 12, 2021* TO CONSIDER ORDINANCES LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “Act”) authorizes the governing body (the “City Council”) of the City of Celina, Texas (the “City”) to create a public improvement district within the City and within the extraterritorial jurisdiction of the City (the “ETJ”); and

WHEREAS, on May 12, 2020, the City Council conducted a public hearing to consider a petition received by the City on March 20, 2020 titled “Petition for the Creation of a Public Improvement District Within the Extraterritorial Jurisdiction of the City of Celina, Texas for the Edgewood Creek Public Improvement District” requesting the creation of a public improvement district; and

WHEREAS, on May 12, 2020, the City Council approved Resolution No. 2020-33R (the “Authorization Resolution”), authorizing, establishing, and creating the Edgewood Creek Public Improvement District (the “District”); and

WHEREAS, the City authorized the creation of the District and the issuance of up to \$28,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the City Council and the City staff have been presented an “Edgewood Creek Public Improvement District Preliminary Service and Assessment Plan”, including the proposed assessment rolls attached thereto (the “Proposed Assessment Rolls”), dated December 8, 2020 (collectively, the “Preliminary SAP”), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the initial phase of development and the Proposed Assessment Rolls state the assessments proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Assessment Rolls be filed with the City Secretary of the City (the “City Secretary”) and be subject to public inspection; and

WHEREAS, the Act requires that public hearings (collectively, the “Assessment Hearing”) be called to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City and in the part of the City’s ETJ in which the District is located or in which the Authorized Improvements are to be undertaken before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. THAT the City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Rolls, a copy of which is attached hereto as **Exhibit**

A and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. THAT the City Council hereby determines that the total costs of the Major Improvements (as defined in the Preliminary SAP) to be financed by the District are as set forth in Table III-A of the Preliminary SAP and the total costs of the Phase #1 Improvements (as defined in the Preliminary SAP) to be financed by the District are as set forth in Table III-B of the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. THAT the City Council's final determination and approval of the costs of the Major Improvements and the Phase #1 Improvements, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Service and Assessment Plan which will include final Assessment Rolls, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Assessment Rolls state the assessment proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. THAT the City Council expressly defers the levy of assessments against property within future phases of the District for phase-specific improvements that will benefit only the property within each subsequent phase until such time as the costs of such phase-specific improvements can be determined with certainty as referenced in the Preliminary SAP.

SECTION 7. THAT the City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls with the City Secretary and the same shall be available for public inspection.

SECTION 8. THAT the City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *January 12, 2021 at or after 5:00 p.m. at Celina City Council Chambers, 112 N. Colorado St., Celina, Texas 75009*, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider

ordinances levying the assessments as special assessments on property within the District that benefit from the Authorized Improvements (which ordinance shall specify the method of payment of the assessments). In the event that the City Council is unable to meet at the City Council Chambers on January 12, 2021, the City will post on its website, www.celina-tx.gov, information for persons to attend the meeting by telephone, videoconference, or other electronic means.

SECTION 9. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on *January 12, 2021*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the City and in the part of the City's ETJ in which the District is located or in which the Authorized Improvements are to be undertaken, on or before December 31, 2020, which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 10. THAT when the Proposed Assessment Rolls are filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *January 12, 2021*, on or before December 31, 2020, as required by Section 372.016(c) of the Act.

SECTION 11. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *January 12, 2021* meeting of the City Council.

SECTION 12. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

[Remainder of page intentionally left blank; signatures follow]

PASSED AND APPROVED on this the 8th day of December, 2020.

ATTEST:

Chad Anderson, Mayor Pro-Tem

Vicki Tarrant, City Secretary

Attachment: Resolution (Edgewood Creek- Phase 1 PID – Pre-SAP)

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

EXHIBIT B
CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on *January 12, 2021 at or after 5:00 p.m. at Celina City Council Chambers, 112 N. Colorado St., Celina, Texas 75009*. In the event that the City Council is unable to meet at the City Council Chambers on January 12, 2021, the City will post on its website, www.celina-tx.gov, information for persons to attend the meeting by telephone, videoconference, or other electronic means. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Edgewood Creek Public Improvement District (the “District”) pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the “Act”).

The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include: landscaping, entryway features, water, wastewater, sidewalks, streets, roadways, off-street parking, drainage system improvements, trails, parks and open space, special supplemental services for the improvement and promotion of the District, and payment of expenses incurred in the establishment, administration, and operation of the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

The total costs of the Authorized Improvements that benefit the entire District (the “Major Improvements”) and the Authorized Improvements that benefit Phase #1 of the District (the “Phase #1 Improvements”), including the costs of creating the District and issuing the bonds, is approximately \$13,500,000.00.

The boundaries of the District include approximately 246.54 acres of land generally located *east of FM 1385, north of FM 428, and south of Mobberly Drive*, located within the extraterritorial jurisdiction of the City and as more particularly described by a metes and bounds description available at Celina City Hall located 142 N. Ohio Dr., Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Phase #1 Assessment Roll relating to the Phase #1 Improvements and the portion of the Major Improvements allocated to Phase #1 Assessed Property, and Phases # 2-3 Major Improvements Assessment Roll relating to the Major Improvements allocated to Phases # 2-3 Assessed Property (collectively, the “Assessment Rolls”), which Assessment Rolls include the assessments to be levied against each parcel in the District for the Phase #1 Improvements and the Major Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Dr., Celina, Texas 75009.

EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

December 8, 2020

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Resolution (Edgewood Creek- Phase 1 PID – Pre-SAP)

EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On May 12, 2020 (the “Creation Date”) the City Council (the “City Council”) of the City of Celina, Texas (the “City”) passed and approved Resolution No. 2020-33R approving and authorizing the creation of the Edgewood Creek Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district (the “Authorized Improvements”), all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created.

The property in the PID is proposed to be developed in approximately three phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be constructed for the benefit of that phase.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. The Edgewood Creek Public Improvement District Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Rolls for the PID are included as Appendix E and Appendix F of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Additional Interest Component” means the amount collected by application of the Additional Interest.

“Additional Interest” means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

“Additional Interest Reserve” has the meaning set forth in Section V.G of this Service and Assessment Plan.

“Administrator” means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation

of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Rolls attached hereto as Appendix E and Appendix F, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

“Annual Service Plan Update” has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” means, as applicable, the Phases #2-3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Bonds” mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

“City” means the City of Celina, Texas.

“City Council” means the duly elected governing body of the City.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Development Agreement” means that certain “Development Agreement (Edgewood Creek)” by and between the City and Centurion American Acquisitions, LLC, a Texas limited liability company, and related to the Property effective October 8, 2020, as the same may be amended from time to time.

“Developer” means MM Edgewood Creek, LLC, a Texas limited liability company.

“Future Phases” means Phases that are fully developed after Phase #1, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

“Homeowner Association” means a homeowner’s association or property owners’ association established for the benefit of property owners within the boundaries of the PID.

“Homeowner Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner’s association.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Denton County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy (as shown in Appendix D for the calculation of Equivalent Units), considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“Major Improvements” or “MI” mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Denton County.

“Phase” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

“Phase #1” means the initial Phase to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix F.

“Phase #1 Assessed Property” means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

“Phases #1 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.

“Phase #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix F, as updated, modified or amended from time to time in accordance with the

procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phase #1 Bonds” mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project) that are secured primarily by Phase #1 Assessment Revenues.

“Phase #1 Projects” mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Phase #1 Projects which only benefit Phase #1 Assessed Property.

“Phase #1 Improvements” mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.C.

“Phase #1 Reimbursement Agreement” means that certain Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement expected to be dated by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

“Phased PID Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase or in Phases. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase(s) in question.

“Phases #2-3” mean the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

“Phases #2-3 Assessed Property” means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

“Phases #2-3 Major Improvements” mean the pro rata portion of the Major Improvements allocable to Phases #2-3, which are described in Section III.

“Phases #2-3 Major Improvement Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2-3 Assessed Property, or the Annual Installments thereof, for the Phase #2-3 Major Improvements.

“Phases #2-3 Major Improvement Assessment Roll” means the document included in this Service and Assessment Plan as Appendix E, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phases #2-3 Major Improvement Bonds” mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases

#2-3 Major Improvement Project) that are secured primarily by Phases #2-3 Major Improvement Assessment Revenues.

“PID” has the meaning set forth in Section I.A of this Service and Assessment Plan.

“PID Act” means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“Public Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

“Service and Assessment Plan” means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

“TIRZ No. 12” means the Tax Increment Reinvestment Zone No. 12, City of Celina, Texas.

“TIRZ Credit” means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to Section VI of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 12 Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. 12 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI of this Service and Assessment Plan.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

“Trustee” means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 246.54 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 847 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Single-Family - 50 Ft	847	Units
Total	847	Units

B. PROPERTY INCLUDED IN PHASE #1 AND PHASES #2-3

Phase #1 consists of approximately 63 acres and is projected to consist of 301 single family residential units, to be developed as Phase #1, as further described in Section III. Phases #2-3 consist of approximately 184 acres and are projected to consist of approximately 546 residential units. A map of the property within Phase #1 and Phases #2-3 and depicting the boundaries of each proposed Phase is shown in Appendix A.

C. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, Phased PID Bonds may be issued for each new phase. In connection with the issuance of each new Phased PID Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix E and Appendix F.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian malls;
- (v) acquisition and installation of pieces of art;
- (vi) acquisition, construction, or improvement of libraries;
- (vii) acquisition, construction, or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x);
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.C. below and shown in the opinion of probable costs and on the diagrams included as Appendix

B for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of lots. Each of Phase #1 and Phases #2-3 will be proportionally allocated the costs of the Major Improvements, as shown on Table III-A below.

The Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Major Improvements are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Major Improvements follows:

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to Mustang Special Utility District (“MSUD”) and City standards and specifications and will be owned and operated by the MSUD.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to MSUD and City standards and specifications and will be owned and operated by the MSUD.

Roadway Improvements

The roadway improvement portion of the Major Improvements consists of the construction of entrance road improvements, including related paving, drainage, curbs, gutters, sidewalks,

retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping and Hardscaping

The landscaping improvement portion of the Major Improvements consists of landscaping and hardscaping.

Table III-A
Estimated Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	Phase #1 Allocated Amount	Phases #2-3 Allocated Amount
Road Improvements	\$610,000	\$216,777	\$393,223
Water Improvements	\$313,025	\$111,240	\$201,785
Sanitary Sewer Improvements	\$303,800	\$107,962	\$195,838
Storm Drainage Improvements	\$500,000	\$177,686	\$322,314
Landscaping & Retaining Walls	\$1,111,788	\$395,098	\$716,690
Other Soft and Miscellaneous Costs	\$1,163,232	\$413,380	\$749,852
Total Authorized Improvements	\$4,001,846	\$1,422,144	\$2,579,702

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount relating to Phase #1, and Phases #2-3 does not change.

C. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Projects descriptions are presented below as provided by the project engineer. The Phase #1 Improvements include Phase #1's proportionate share of the costs of the Major Improvements and the costs of the Phase #1 Projects. The costs of the Phase #1 Improvements are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Projects that benefit only Phase #1 follows, and a description of the Major Improvements that are a portion of the Phase #1 Improvements can be found in Section III-B above.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #1 Projects consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Phase #1 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #1 Projects consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #1 Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and City standards and specifications and will be owned and operated by the MSUD.

Water Improvements

The water improvements portion of the Phase #1 Projects consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Phase #1 Assessed Property. The water improvements will be designed and constructed according to MSUD and City standards and will be owned and operated by the MSUD.

Road Improvements

The road improvement portion of the Phase #1 Projects consists of the construction of road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Phase #1 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Table III-B
Estimated Phase #1 Improvement Costs

Authorized Improvements	Proportional Share of Major Improvements	Direct Improvement Costs	Total
Road Improvements	\$216,777	\$2,068,568	\$2,285,345
Water Improvements	\$111,240	\$549,505	\$660,745
Sanitary Sewer Improvements	\$107,962	\$799,169	\$907,131
Storm Drainage Improvements	\$177,686	\$779,297	\$956,983
Landscaping & Retaining Walls	\$395,098	\$0	\$395,098
Other Soft and Miscellaneous Costs	\$413,380	\$2,334,275	\$2,747,655
Total Authorized Improvements	\$1,422,144	\$6,530,815	\$7,952,958

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

D. FUTURE PHASES

As Future Phases are developed and Phased PID Bonds are issued, this SAP will be amended to identify the specific Future Phase Improvements that confer a special benefit to the property inside each Future Phase (e.g. a Table III-C will be added to show the costs for the specific Authorized Improvements financed within the specific Future Phase being developed.)

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 12 months to construct the Phase #2-3 Major Improvements and approximately 12 months for the Phase #1 Improvements to be constructed. At some point after all or a portion of the Phase #2-3 Major Improvements and Phase #1 Improvements are constructed, phase #2 will begin development. After phase #2 is developed, it is anticipated that phase #3 will begin development, with each Future Phase to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The Actual Costs for Phases #2-3 Major Improvements plus costs related to the issuance of the Phases #2-3 Major Improvement Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is \$3,655,000 as shown in Table IV-A. The Actual Costs for Phase #1 Improvements plus costs related to the issuance of the Phase #1 Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is \$9,415,000 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

As Future Phases are developed in connection with the issuance of Phased PID Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-C will be added for phase #2, etc.).

The Phases #2-3 Major Improvement Bonds shown in Table IV-A are anticipated to be issued in 2020 and will be used to finance a portion of the costs of Phases #2-3 Major Improvements.

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Table IV-A
Estimated Sources and Uses – Phases #2-3 Major Improvement Area

Phases #2-3 Major Improvement Bonds	
Sources of Funds	
Par amount	\$3,655,000
Other funding sources	\$0
Total Sources	\$3,655,000
Uses of Funds	
<i>Major Improvements:</i>	
Road Improvements	\$393,223
Water Improvements	\$201,785
Sanitary Sewer Improvements	\$195,838
Storm Drainage Improvements	\$322,314
Landscaping & Retaining Walls	\$716,690
Other Soft and Miscellaneous Costs	\$749,852
<i>Subtotal</i>	<i>\$2,579,702</i>
<i>Bond Issuance Costs:</i>	
Cost of Issuance	\$249,023
Capitalized interest	\$402,050
Reserve Fund	\$279,575
Administrative Expense	\$35,000
Underwriters Discount	\$109,650
<i>Subtotal</i>	<i>\$1,075,298</i>
Total Uses	\$3,655,000

The Phase #1 Bonds are anticipated to be issued in 2020 and will be used to finance a portion of the costs of the Authorized Improvements that benefit only Phase #1 and the prorata share of the Major Improvements allocable to Phase #1.

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Table IV-B
Estimated Sources and Uses – Phase #1

Sources of Funds	Phase #1		Total
	Phase #1 Bonds	Reimbursement Agreement	
Par amount	\$5,305,000	\$4,110,000	\$9,415,000
Other funding sources	\$0	\$0	\$0
Total Sources	\$5,305,000	\$4,110,000	\$9,415,000
Uses of Funds			
<i>Major Improvements:</i>			
Road Improvements	\$104,749	\$112,028	\$216,777
Water Improvements	\$53,753	\$57,488	\$111,240
Wastewater Improvements	\$52,168	\$55,794	\$107,962
Storm Drainage Improvements	\$85,860	\$91,826	\$177,686
Landscaping & Retaining Walls	\$190,916	\$204,182	\$395,098
Other Soft and Miscellaneous Costs	\$199,750	\$213,630	\$413,380
<i>Subtotal</i>	<i>\$687,196</i>	<i>\$734,948</i>	<i>\$1,422,144</i>
<i>Phase #1 Improvements:</i>			
Roadway Improvements	\$999,555	\$1,069,013	\$2,068,568
Water Improvements	\$265,527	\$283,978	\$549,505
Wastewater Improvements	\$386,168	\$413,002	\$799,169
Storm Drainage Improvements	\$376,565	\$402,732	\$779,297
Other Soft and Miscellaneous Costs	\$1,127,948	\$1,206,327	\$2,334,275
<i>Subtotal</i>	<i>\$3,155,763</i>	<i>\$3,375,052</i>	<i>\$6,530,815</i>
<i>Bond Issuance Costs:</i>			
Cost of Issuance	\$373,142	\$0	\$373,142
Capitalized interest	\$530,500	\$0	\$530,500
Reserve Fund	\$364,250	\$0	\$364,250
Administrative Expense	\$35,000	\$0	\$35,000
Underwriters Discount	\$159,150	\$0	\$159,150
<i>Subtotal</i>	<i>\$1,462,042</i>	<i>\$0</i>	<i>\$1,462,042</i>
Total Uses	\$5,305,000	\$4,110,000	\$9,415,000

As Future Phases are developed, additional Phased PID Bonds may be issued to finance the Authorized Improvements required for each new phase. Each Phased PID Bond may also be issued in one or more series of Bonds.

The annual projected costs and annual projected indebtedness is shown by Table IV-C. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-C
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds	Projected Phases #2-3 Major Improvement Annual Installments	Projected Phase #1 Annual Installments
2021	\$13,070,000	\$13,070,000	\$0	\$53,275	\$329,025
2022	\$0	\$0	\$0	\$53,975	\$329,625
2023	\$0	\$0	\$0	\$310,714	\$680,339
2024	\$0	\$0	\$0	\$308,142	\$681,992
2025	\$0	\$0	\$0	\$310,585	\$682,185
Total	\$13,070,000	\$13,070,000	\$0	\$1,036,691	\$2,703,166

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Major Improvements shown in Table III-A, the Phase #1 Improvements shown in Table III-B (including the portion of the Major Improvements allocated to Phase #1), and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer. As Future Phases are developed, in association with issuing Phased PID Bonds for each Future Phase, this Table IV-C will be updated to identify the Authorized Improvements to be financed by each new series of the Phased PID Bonds and the projected indebtedness resulting from each additional series of the Phased PID Bonds.

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V. SERVICE PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds and the Phases #2-3 Major Improvement Bonds anticipated to be issued in 2020, subsequent financings may be issued over the upcoming decade as the subsequent phases (Phase #2 and Phase #3) of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements, if necessary, can be reimbursed by a subsequent parity lien bond financing, secured by the same special assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phases #2-3 Major Improvements and Phase #1 Improvements shall be allocated as described on the following page:

1. The costs of the Major Improvements and portion of the Phase #1 Improvements that only benefit Phase #1 shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.
2. The Major Improvement costs are proportionally allocated to the Phases #2-3 Assessed Property and the Phase #1 Assessed Property based on the ratio of total estimated number of units for the Phases #2-3 Assessed Property and the Phase #1 Assessed Property.
6. The Phases #2-3 Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Phases #2-3 Assessed Property based on the total estimated number of units for each Parcel.
7. The Phase #1 Improvement costs (including Phase #1 Assessed Property's proportional share of the costs of the Major Improvements) are allocated to each Parcel within the Phase #1 Assessed Property based on the total estimated number of units for each Parcel.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements.

At this time it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from the direct Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Major Improvements and Phase #1 Improvements, as applicable.

In connection with the issuance of Phased PID Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements and Phase #1 Improvements, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Phases #2-3 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements and Phase #1 Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The special assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax.

As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of Actual Costs for each type of Major

Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 301 residential units. Phases #2-3 are projected to contain 546 residential units, resulting in a total projected number of units in the PID of 847. As a result, 35.54 percent of the Actual Costs of Major Improvements (i.e. $301 \div 847 = 35.54\%$) are allocated to the Phase #1 Assessed Property and 64.46 percent of the Actual Costs Major Improvements (i.e., $546 \div 847 = 64.46\%$) are allocated to the Phases #2-3 Assessed Property. The Phases #2-3 Major Improvement Bonds will fund the proportionate share of the Actual Costs of the Major Improvements allocated to Phases #2-3 and the Phase #1 Bonds and Phase #1 Reimbursement Agreement will fund Phase #1's proportionate share of the Actual Costs of the Major Improvements and the remaining Phase #1 Improvements. One hundred percent (100%) of the Phase #1 Improvements are allocated to the Phase #1 Assessed Property.

Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Estimated Costs
Storm Drainage Improvements	\$500,000
Sanitary Sewer Improvements	\$303,800
Water Improvements	\$313,025
Road Improvements	\$610,000
Landscaping & Retaining Walls	\$1,111,788
Other Soft and Miscellaneous Costs	\$1,163,232
Total Major Improvements	\$4,001,846
Phase #1	
Projected total number of units	301
% of total units	35.54%
Proportionate Share of Costs	\$1,422,144
Phases #2-3	
Projected total number of units	546
% of total units	64.46%
Proportionate Share of Costs	\$2,579,702

D. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. *Assessment Methodology for the Major Improvements for Phases #2-3*

For purpose of this Service and Assessment Plan, the City Council determined that the portion of the Major Improvement costs to be allocated to Phases #2-3 shall be allocated to the Phases #2-3 Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of units anticipated to be developed on each Parcel.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2-3 is shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. *Assessment Methodology for Phase #1*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements, including the portion of the Major Improvements to be financed with the Phase #1 Bonds and Phase #1 Reimbursement Agreement, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel within Phase #1.

Based on the estimates of the costs of the Phase #1 Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. *Assessment Methodology for Future Phases*

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments for the Phases #2-3 Major Improvement Bonds, the Phase #1 Bonds, and the Phase #1 Reimbursement Agreement will be levied on each Parcel or Lot according to the Phases #2-3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, as applicable. The Annual Installments for the Phases #2-3 Major Improvement Bonds, the Phase #1 Bonds, and the Phase #1 Reimbursement Agreement will be collected on the dates and in the amounts shown on the Phases #2-3 Major Improvement Assessment Roll and the Phase #1 Assessment Roll, respectively, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix D for Assessment per unit, leverage and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the “Additional Interest”). The interest rate used to determine the Assessments is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the “Additional Interest Reserve”). The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture.

H. TIRZ CREDIT

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues representing 47% of the City’s increments generated from each Parcel to offset a portion of such Parcel’s Assessments

(the “TIRZ Annual Credit Amount”). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 12 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI of this Service and Assessment Plan.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-3

The Assessment and Annual Installments for each Assessed Property located within Phases #2-3 are shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Phases #2-3 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phases #2-3 Major Improvement Bonds, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2020 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2021). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phase #1 Bonds and Phase #1 Reimbursement Agreement, (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2021 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in

2022). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for phase #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

D. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated number of units to be built on each new subdivided Parcel
- D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel exceeds the Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

G. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments.

An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Rolls, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Each Assessment shall be paid with interest of no more than the lesser of the actual interest rate paid on the Bonds and/or related reimbursement agreement. The Phases #2-3 Major Improvement Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phases #2-3 based on an estimated interest rate of 5.50% and additional interest at the rate of 0.5% for the Additional Interest Reserve. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phase #1 based on an estimated interest rate of 5.00% for the Phase #1 Bonds and 5.00% for the Phase #1 Reimbursement Agreement, and an additional interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Rolls. The Assessment Rolls, updated with the actual interest rates on the Bonds, are shown as Appendix E and Appendix F.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve and any applicable TIRZ Credits. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

I. SURPLUS FUNDS REMAINING IN THE PHASES #2-3 MAJOR IMPROVEMENT BOND ACCOUNT

If proceeds from the Phases #2-3 Major Improvement Bonds still remain after all of the Phases #2-3 Major Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.F of this SAP.

J. SURPLUS FUNDS REMAINING IN THE PHASE # 1 BOND ACCOUNT

If proceeds from the Phase #1 Bonds and Phase #1 Reimbursement Agreement remain after all of the Phase #1 Improvements, including is proportionate share of Major Improvements, are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.F of this SAP.

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VII. THE ASSESSMENT ROLL

A. PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL

The City Council has evaluated each Parcel within Phases #2-3 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phases #2-3.

The Phases #2-3 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phases #2-3 Major Improvements. Table VII-A summarizes the \$3,655,000 in special benefit received by the Phases #2-3 Assessed Property from the Phases #2-3 Major Improvements, a portion of the costs of the PID formation, and the Phases #2-3 Major Improvement Bond issuance costs. The par amount of the Phases #2-3 Major Improvement Bonds is \$3,655,000, which is equal to the benefit received by the Phases #2-3 Major Improvement Assessed Property. Accordingly, the total Assessment to be applied to all the Phases #2-3 Assessed Property is \$3,655,000 plus annual Administrative Expenses. The Assessment for each Phases #2-3 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phases #2-3 Major Improvement Assessment Roll is attached hereto as Appendix E.

Table VII-A
Phases #2-3 Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Phases #2-3 Major Improvement Bonds	
<i>Total Authorized Improvements (a)</i>	<i>\$2,579,702</i>
PID Formation/Bond Costs of Issuance	
Cost of Issuance	\$249,023
Capitalized interest	\$402,050
Reserve Fund	\$279,575
Administrative Expense	\$35,000
Underwriters Discount	\$109,650
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$1,075,298</i>
Total Special Benefit	\$3,655,000
Special Benefit	
Total Special Benefit	\$3,655,000
Projected Special Assessment	\$3,655,000
Excess Benefit	\$0

(a) See Table III-A for details.

B. PHASE #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Phase #1.

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Projects. Table VII-B summarizes the \$9,415,000 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Improvements, a portion of the costs of the PID formation, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and Phase #1 Reimbursement Agreement is \$9,415,000, which is equal to the benefit received by the Phase #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is \$9,415,000 plus annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll is attached hereto as Appendix F.

Table VII-B
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Phase #1 Bonds	
Phase #1 Reimbursement Agreement	
<i>Total Authorized Improvements (a)</i>	<i>\$7,952,958</i>
PID Formation/Bond Costs of Issuance	
Reserve Fund	\$373,142
Capitalized Interest	\$530,500
Underwriter's Discount/Underwriters Counsel	\$364,250
Cost of Issuance	\$35,000
Underwriters Discount	\$159,150
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$1,462,042</i>
Total Special Benefit	\$9,415,000
Special Benefit	
Total Special Benefit	\$9,415,000
Projected Special Assessment	\$9,415,000
Excess Benefit	\$0

(a) See Table III-B for details.

C. FUTURE PHASE ASSESSMENT ROLL

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phase (e.g. an appendix will be added as the Assessment Roll for Future Phase).

D. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-3 Major Improvement Assessment Roll and Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

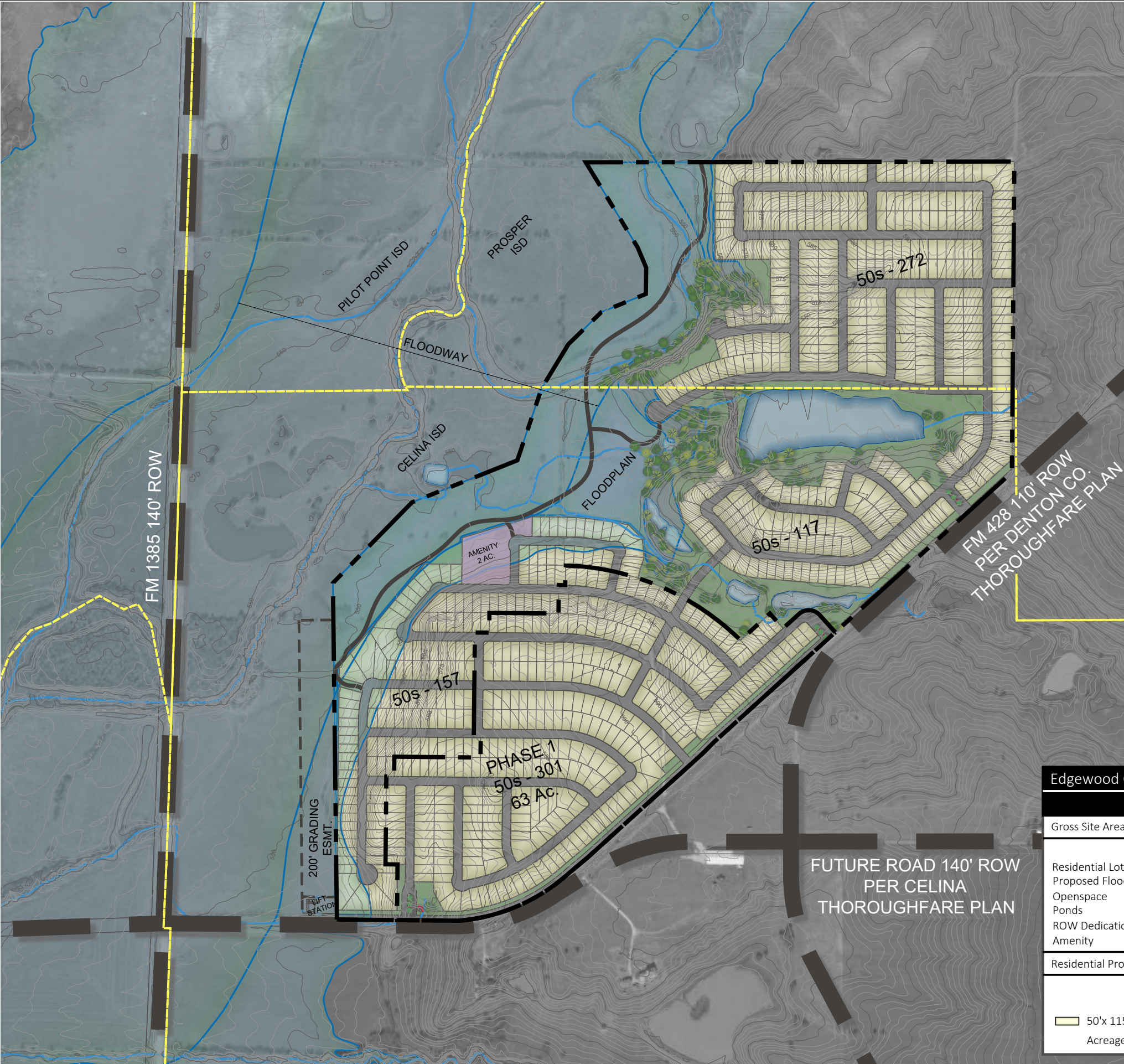
E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
PID MAP



Edgewood Creek Concept Plan 19			
DATA TABLE			
Gross Site Area:		247 +/-	
	Acres	Gross %	
Residential Lots	165	67%	
Proposed Floodplain	45	18%	
Openspace	24	10%	
Ponds	9	3%	
ROW Dedication	2	1%	
Amenity	2	1%	
Residential Product Type:			
	PHASE 1	FUTURE PHASE	TOTAL
 50'x 115' Lot	301	546	847
Acreage	63	184	247

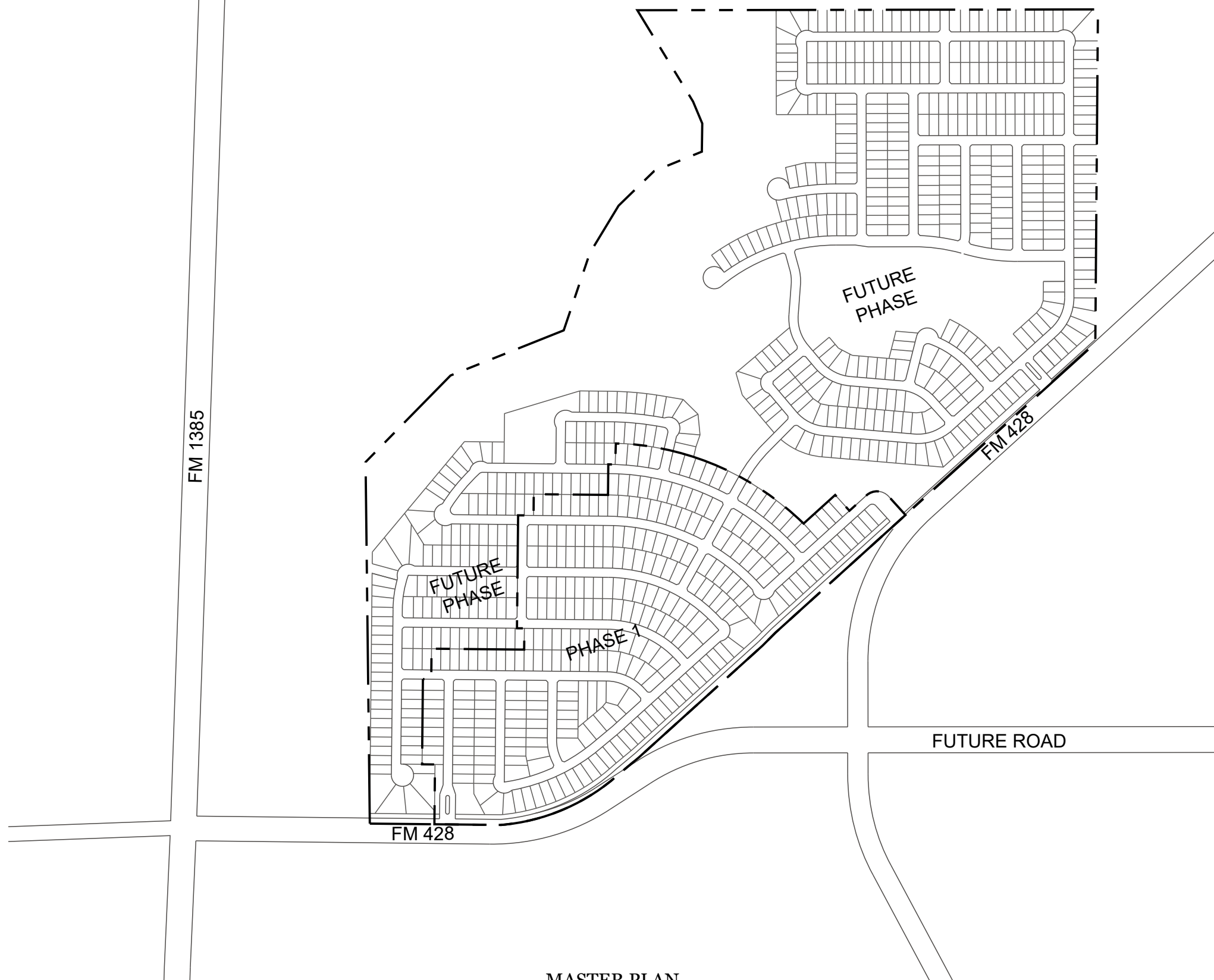
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APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

COMMUNITY NAME: Edgewood Creek		GROSS ACREAGE:	246.5
PHASES: Full Development		NET ACREAGE:	182.5
CITY OR TOWN: Celina ETJ, Denton County		TOTAL LOTS:	847
		TOTAL DENSITY:	4.64
		CREATED BY:	CH
		REVIEWED BY:	AB
		CREATED:	09/25/20
		REVISED:	11/13/20
Direct Phase Costs			
	TOTALS	PHASE 1	FUTURE
1 Engineering	\$ 2,121,840	\$ 932,649	\$ 1,189,191
2 Grading Site Preparation	\$ 535,089	\$ 105,349	\$ 429,740
3 Water	\$ 1,918,798	\$ 549,505	\$ 1,369,293
4 Sanitary Sewer	\$ 2,375,579	\$ 799,169	\$ 1,576,410
5 Storm Drain	\$ 2,287,485	\$ 779,297	\$ 1,508,188
6 Street Improvements	\$ 6,523,050	\$ 1,959,568	\$ 4,563,482
7 Screening/Landscape/Ret Walls	\$ -	\$ -	\$ -
8 Dry Utilities	\$ 109,000	\$ 109,000	\$ -
9 MSUD Water & Sewer - Escrow	\$ -	\$ -	\$ -
10 Contingency 5%	\$ 777,664	\$ 256,277	\$ 521,387
11 District Formation Costs	\$ -	\$ -	\$ -
12 FM 428 Improvements	\$ -	\$ -	\$ -
13 ROW Acquisition	\$ 3,040,000	\$ 1,040,000	\$ 2,000,000
	<u>\$ 19,688,506</u>	<u>\$ 6,530,815</u>	<u>\$ 13,157,691</u>
Major Improvements Costs			
	TOTALS	PHASE 1	FUTURE
1 Engineering	\$ 1,038,809	\$ 422,192	\$ 616,617
2 Grading Site Preparation	\$ -	\$ -	\$ -
3 Water	\$ 906,449	\$ 313,025	\$ 593,424
4 Sanitary Sewer	\$ 818,135	\$ 303,800	\$ 514,335
5 Storm Drain	\$ 500,000	\$ 500,000	\$ -
6 Street Improvements	\$ 610,000	\$ 610,000	\$ -
7 Screening/Landscape/Ret Walls/ Trail	\$ 2,119,188	\$ 1,111,788	\$ 1,007,400
8 Dry Utilities	\$ -	\$ -	\$ -
9 MSUD Water & Sewer - Escrow	\$ -	\$ -	\$ -
10 Contingency 5%	\$ 375,229	\$ 163,040	\$ 212,189
11 District Formation Costs	\$ 578,000	\$ 578,000	\$ -
12 FM 428 Improvements	\$ 1,887,000	\$ -	\$ 1,887,000
13 ROW Acquisition	\$ -	\$ -	\$ -
	<u>\$ 8,832,811</u>	<u>\$ 4,001,846</u>	<u>\$ 4,830,965</u>
Private Costs			
	TOTALS	PHASE 1	FUTURE
1 Engineering	\$ 445,013	\$ 15,165	\$ 429,848
2 Grading Site Preparation	\$ 4,085,714	\$ 1,257,553	\$ 2,828,161
3 Water	\$ -	\$ -	\$ -
4 Sanitary Sewer	\$ -	\$ -	\$ -
5 Storm Drain	\$ -	\$ -	\$ -
6 Street Improvements	\$ -	\$ -	\$ -
7 Screening/Landscape/Ret Walls	\$ 2,820,814	\$ 1,001,800	\$ 1,819,014
8 Dry Utilities	\$ 1,119,794	\$ 421,400	\$ 698,394
9 MSUD Water & Sewer - Escrow	\$ 1,600,000	\$ 1,600,000	\$ -
10 Contingency 5%	\$ 484,817	\$ 214,796	\$ 270,021
11 District Formation Costs	\$ -	\$ -	\$ -
12 FM 428 Improvements	\$ -	\$ -	\$ -
13 City Assessment Fee	\$ 250,000	\$ 250,000	\$ -
14 Amenity Center Improvements	\$ 1,500,000	\$ 1,500,000	\$ -
15 Rollback Taxes	\$ 140,400	\$ 140,400	\$ -
	<u>\$ 12,446,551</u>	<u>\$ 6,401,113</u>	<u>\$ 6,045,438</u>
TOTALS	\$ 40,967,867	\$ 16,933,773	\$ 24,034,094
per lot	\$ 48,368	\$ 56,258	\$ 44,018
50' Lots	847	301	546
Total Lots	<u>847</u>	<u>301</u>	<u>546</u>

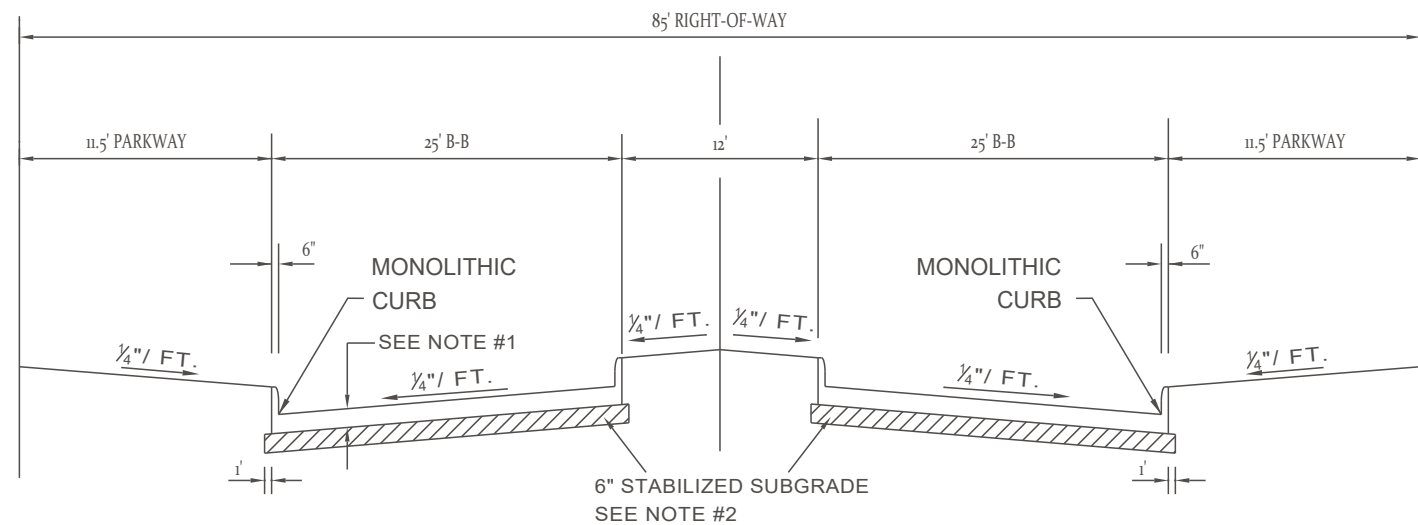
THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

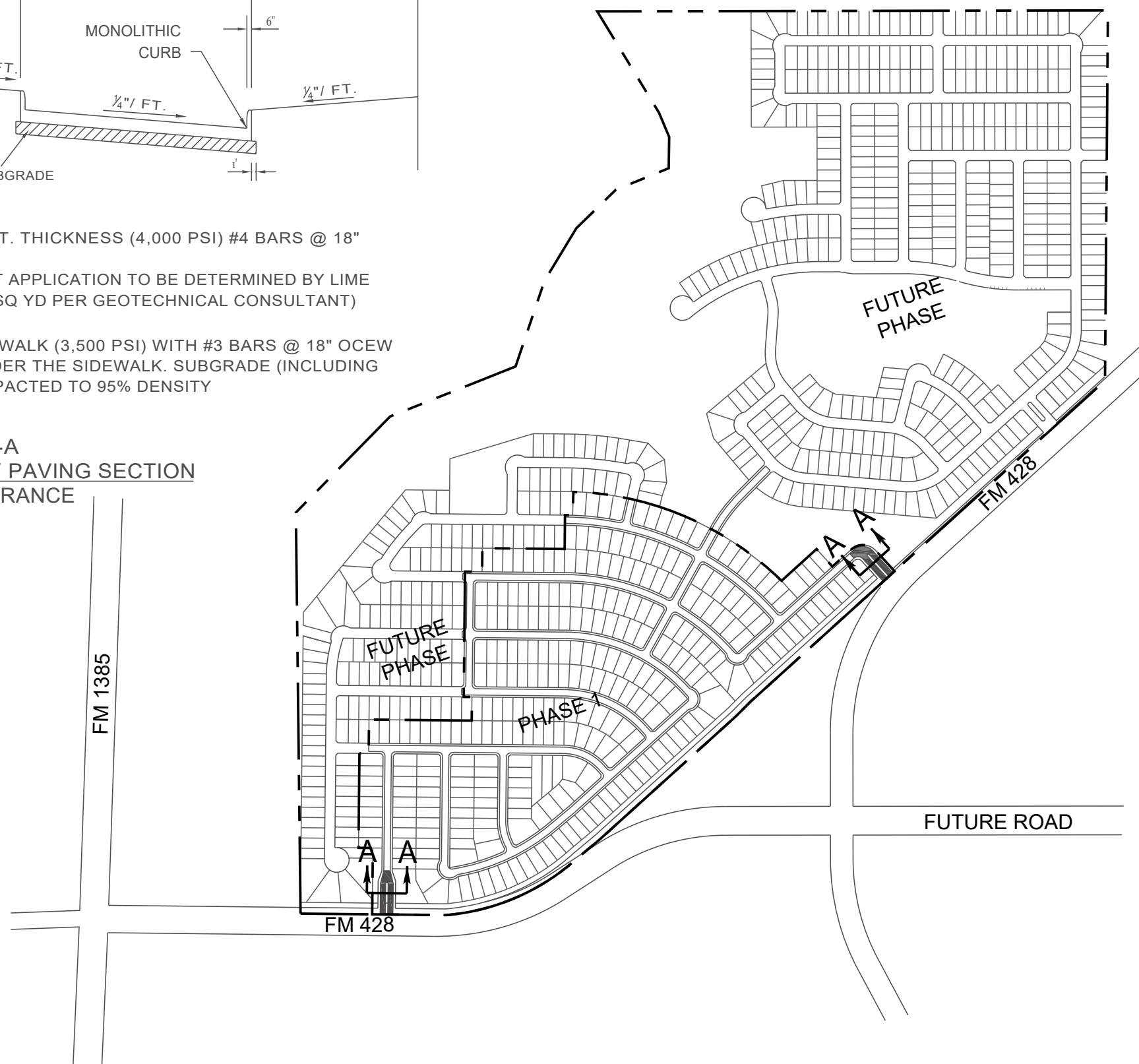
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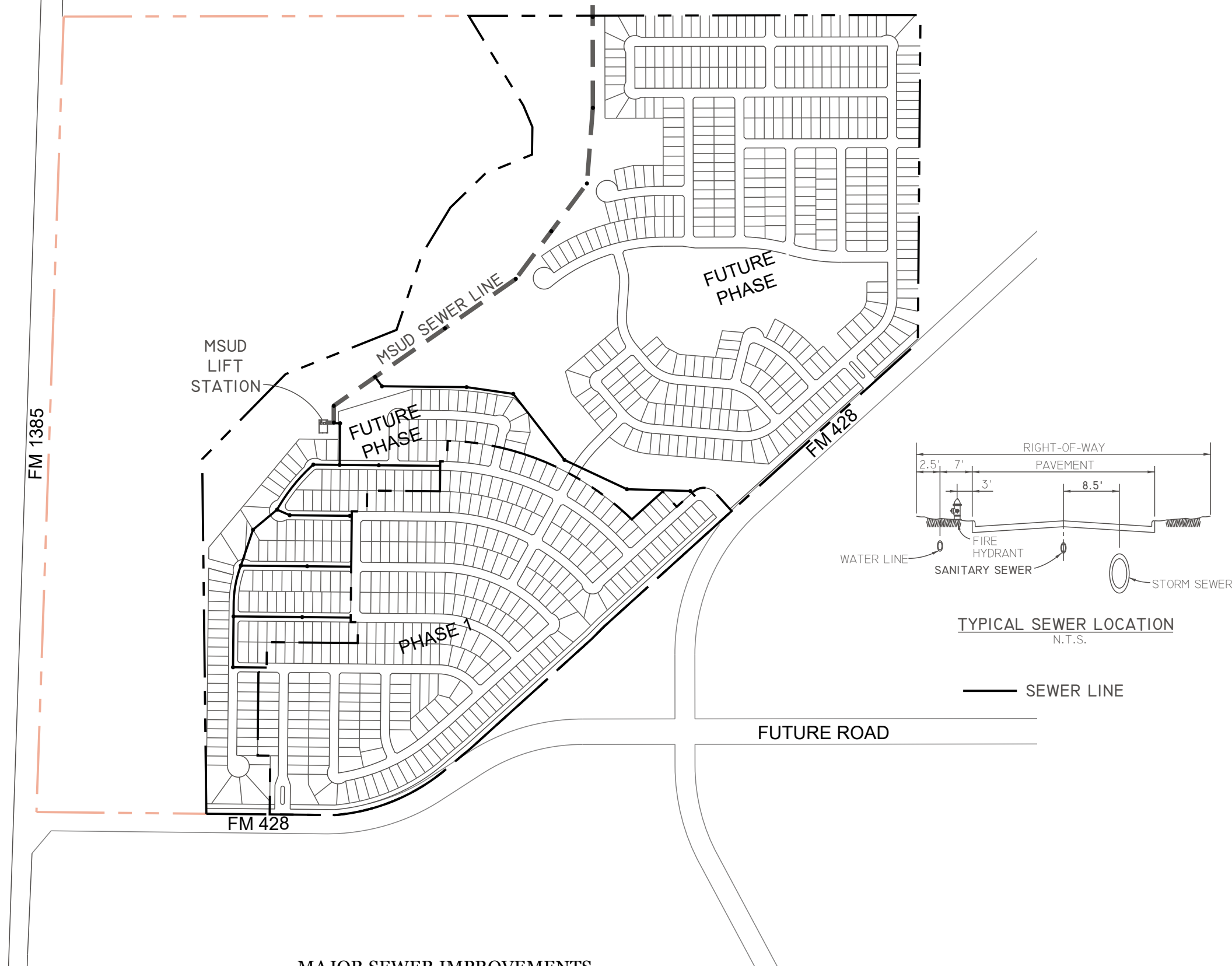
NOTES:

1. 8" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #4 BARS @ 18" OCEW
2. RATE OF LIME/CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
3. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

SECTION A-A
TYPICAL DIVIDED ROADWAY PAVING SECTION
SUBDIVISION ENTRANCE
SCALE: NTS

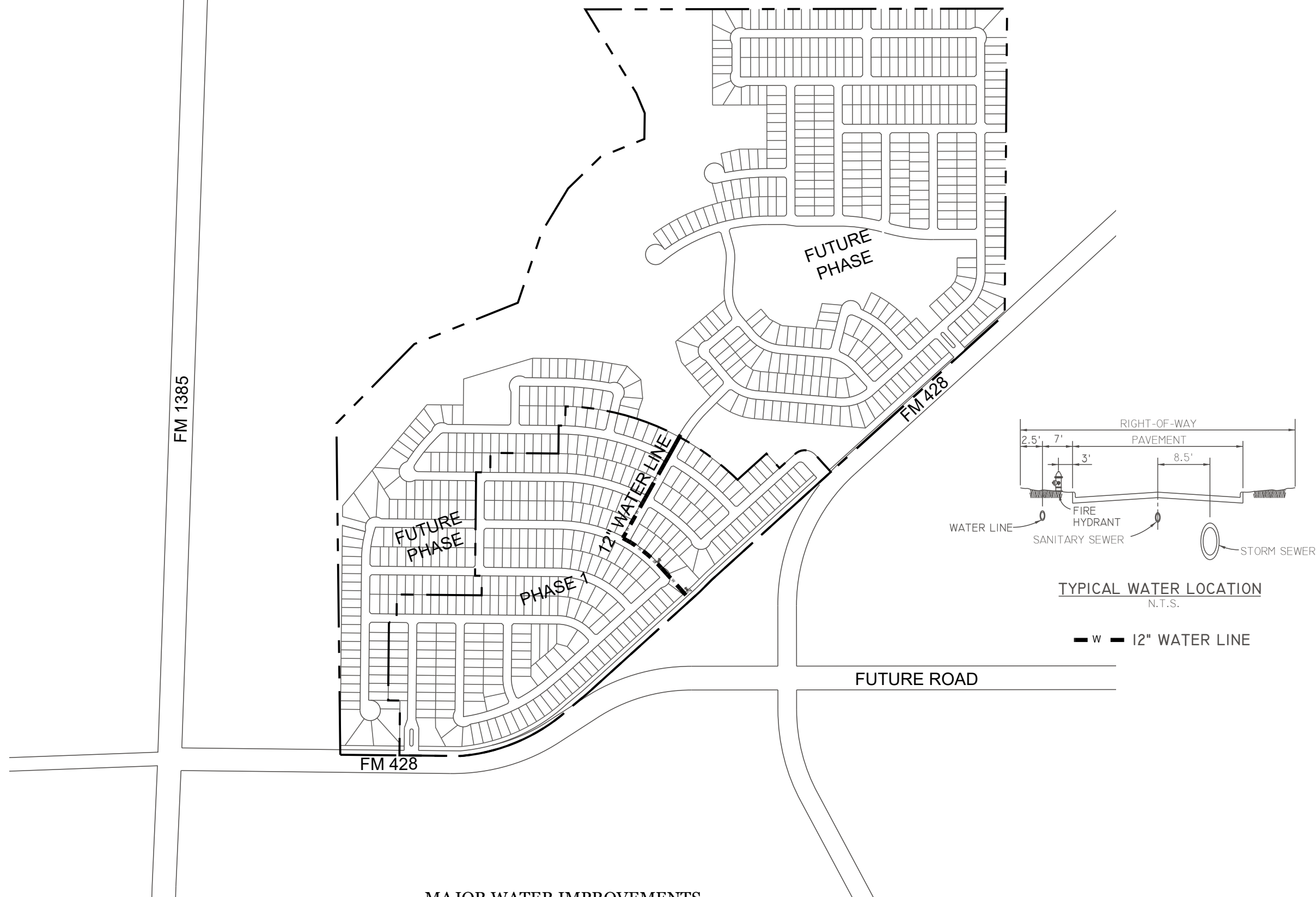


MAJOR ROAD IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS



MAJOR SEWER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

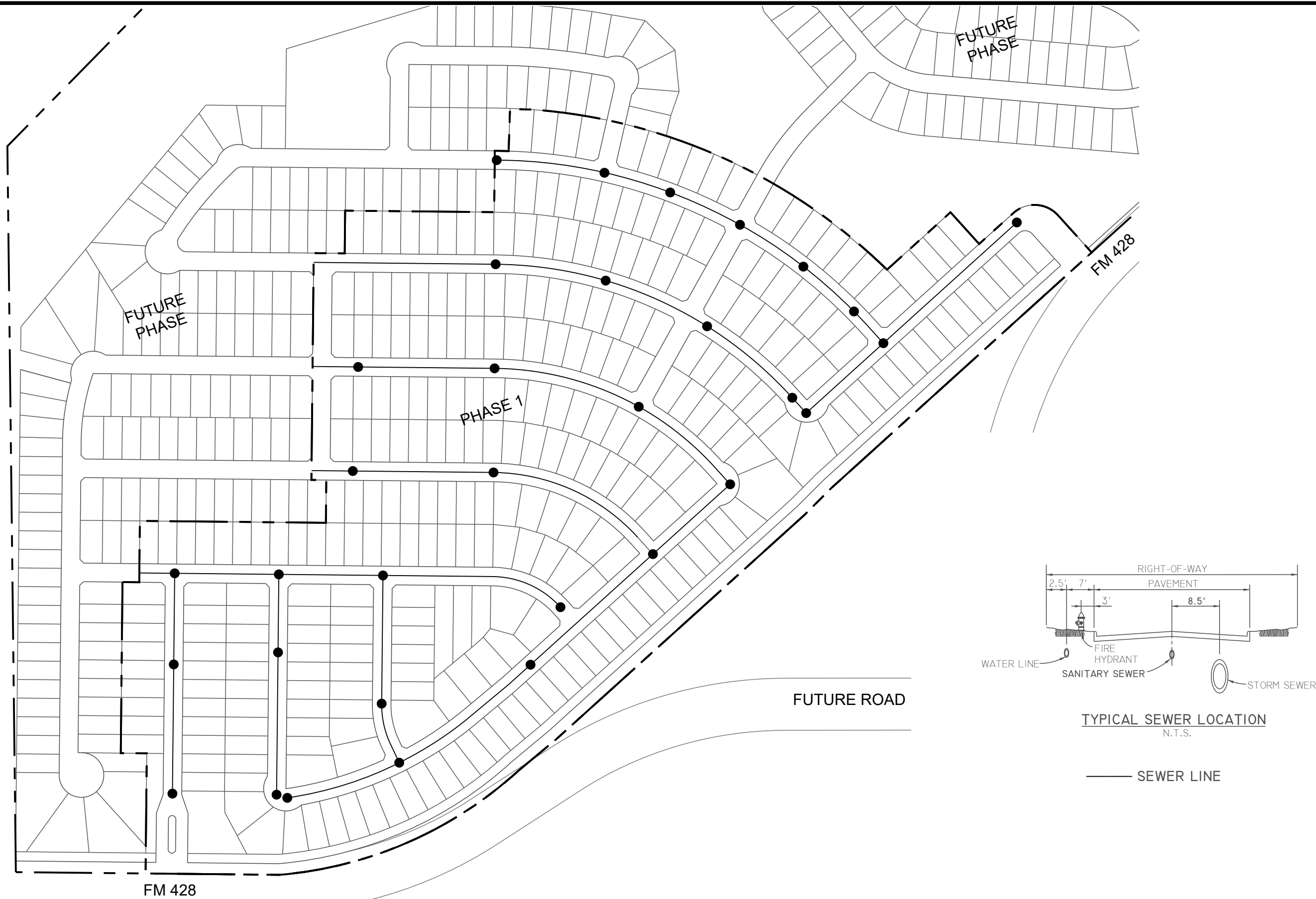
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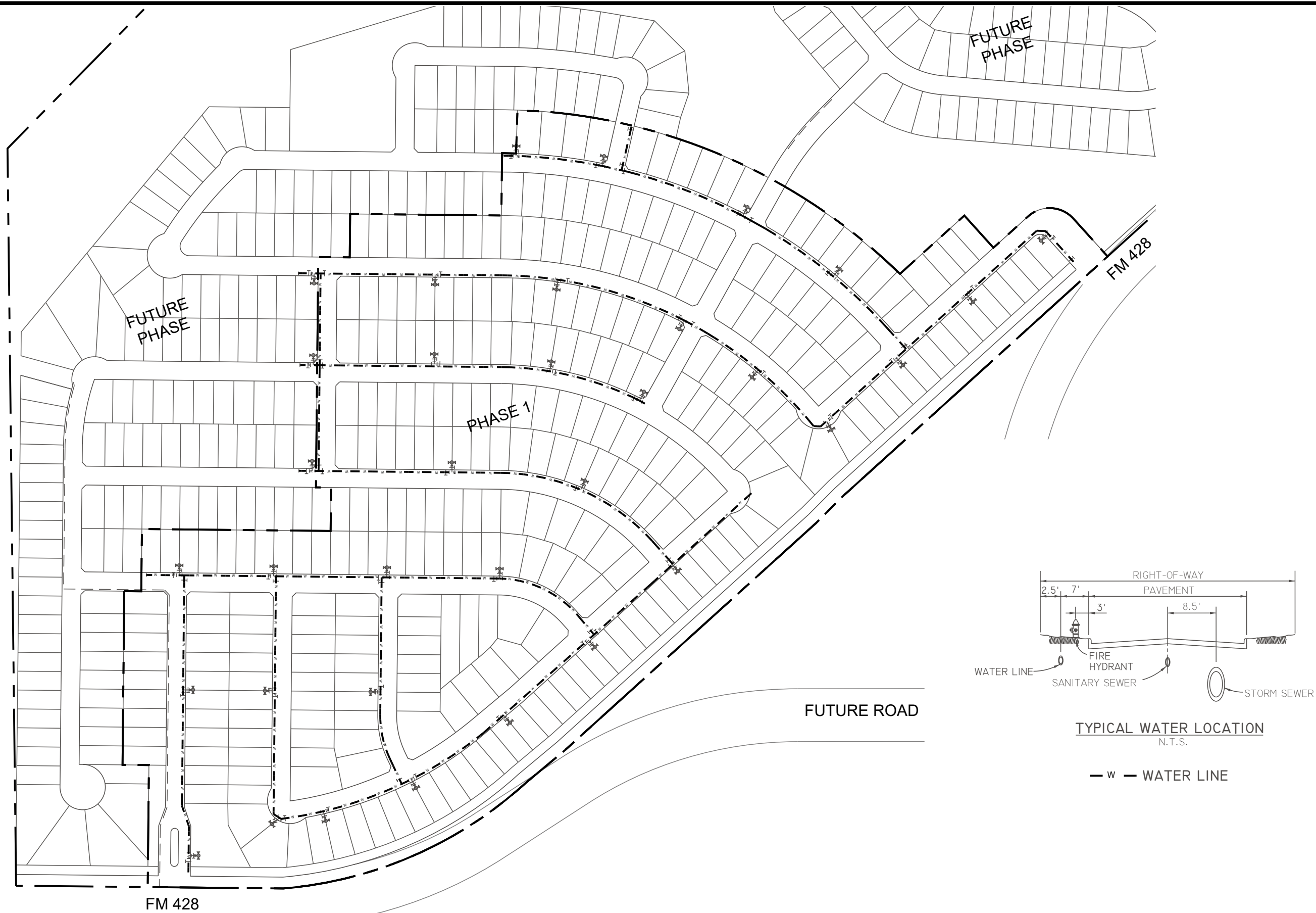


PHASE 1 MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

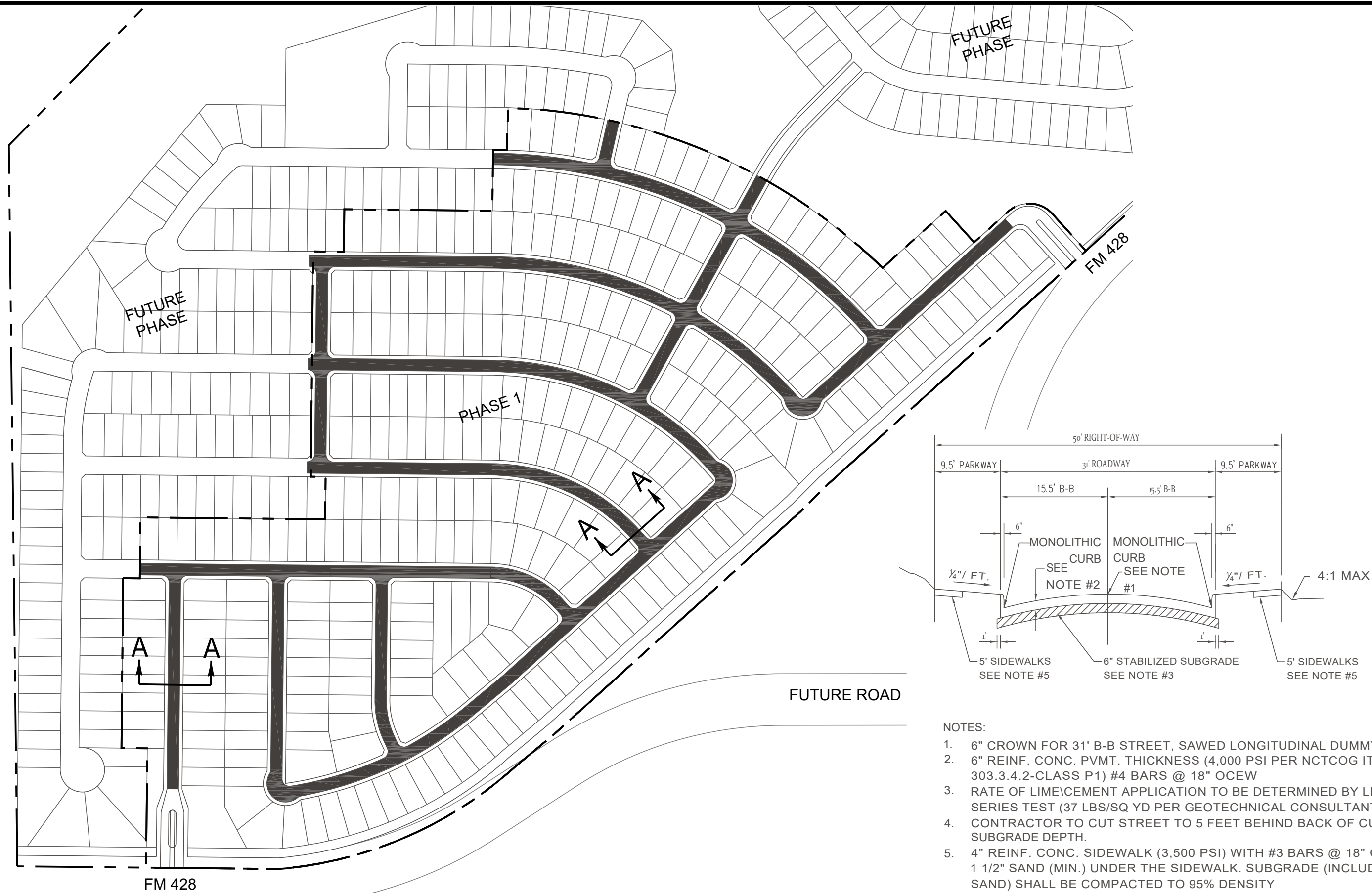
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PHASE 1 SEWER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS



PHASE 1 WATER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS



APPENDIX D
**ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE
EQUIVALENTS**

A) Proposed Development

The following table shows the proposed residential units to be developed within the PID.

Table D-1
Proposed Development within the PID

Description	Proposed Development	
50 Ft Lots	847	units
	847	units

Table D-2 below shows the proposed residential units within Phase #1.

Table D-2
Proposed Development – Phase #1

Description	Proposed Development	
50 Ft Lots	301	units
	301	units

Table D-3 below shows the proposed residential Lot Types within Phases #2-3.

Table D-3
Proposed Development – Phases #2-3

Description	Proposed Development	
50 Ft Lots	546	units
	546	units

B) Allocation of Assessments to Lots within Phase #1

The total amount of the Phase #1 Bonds and Phase #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is \$9,415,000. As shown above, there are a total of 301 residential units, resulting in an Assessment per Unit of \$31,279.07 (i.e. \$9,415,000 ÷ 301 = \$31,279.07).

Table D-4 on the following page sets forth the Assessment per dwelling unit within Phase #1.

Table D-4
Assessment Per Unit – Phase #1

Description	Planned No. of Units	Assessment per Unit	Total Assessments
50 Ft Lots	301	\$31,279.07 per dwelling unit	\$9,415,000
Total	301		\$9,415,000

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table D-5 below.

Table D-5
Projected Leverage – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit¹	Leverage (Lot Value)	Leverage (Home Value)
50 Ft Lots	301	\$60,000	\$300,000	\$31,279.07	1.92	9.59

¹ – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table D-6 below.

Table D-6
Estimated Tax Rate Equivalent per unit – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
50 Ft Lots	301	\$60,000	\$300,000	\$2,292	\$3.82	\$0.76

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

C) Allocation of Phases #2-3 Major Improvement Assessments to Lot Types in Phases #2-3

The total amount of the Phases #2-3 Major Improvement Bonds, which represents the total Assessment to be allocated on all Parcels within Phases #2-3, is \$3,655,000. As shown above, there are a total of 546 residential units, resulting in an Assessment per Unit of \$6,694.14 (i.e. $\$3,655,000 \div 546 = \$6,694.14$).

Table D-7 on the following page sets forth the Assessment per dwelling unit for within Phases #2-3.

Table D-7
Assessment Per Unit – Phases #2-3 Major Improvements

Description	Planned No. of Units	Assessment per Unit	Total Assessments
50 Ft Lots	546	\$6,694.14 per dwelling unit	3,655,000
Total	546		3,655,000

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within Phases #2-3 is shown in Table D-8 below.

Table D-8
Projected Leverage – Phases #2-3 Major Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit¹	Leverage (Lot Value)	Leverage (Home Value)
50 Ft Lots	546	\$60,000	\$300,000	\$6,694.14	8.96	44.82

¹ – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within Phases #2-3 is shown in Table D-9 below.

Table D-9
Estimated Tax Rate Equivalent per unit – Phases #2-3 Major Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value)
50 Ft Lots	546	\$60,000	\$300,000	\$588.10	\$0.98	\$0.20

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2-3 is shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX E
PROPOSED PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL

Appendix E
Proposed Phases #2-3 Major Improvement Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
546
\$3,655,000**

Year ¹	Principal	Interest	Administrative Expenses²	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment³
9/30/2021	\$0	\$201,025	\$35,000	\$18,275	\$0	(\$201,025)	\$53,275
9/30/2022	\$0	\$201,025	\$35,700	\$18,275	\$0	(\$201,025)	\$53,975
9/30/2023	\$55,000	\$201,025	\$36,414	\$18,275	\$0	\$0	\$310,714
9/30/2024	\$55,000	\$198,000	\$37,142	\$18,000	\$0	\$0	\$308,142
9/30/2025	\$60,000	\$194,975	\$37,885	\$17,725	\$0	\$0	\$310,585
9/30/2026	\$65,000	\$191,675	\$38,643	\$17,425	\$0	\$0	\$312,743
9/30/2027	\$65,000	\$188,100	\$39,416	\$17,100	\$0	\$0	\$309,616
9/30/2028	\$70,000	\$184,525	\$40,204	\$16,775	\$0	\$0	\$311,504
9/30/2029	\$75,000	\$180,675	\$41,008	\$16,425	\$0	\$0	\$313,108
9/30/2030	\$80,000	\$176,550	\$41,828	\$16,050	\$0	\$0	\$314,428
9/30/2031	\$85,000	\$172,150	\$42,665	\$15,650	\$0	\$0	\$315,465
9/30/2032	\$90,000	\$167,475	\$43,518	\$15,225	\$0	\$0	\$316,218
9/30/2033	\$95,000	\$162,525	\$44,388	\$14,775	\$0	\$0	\$316,688
9/30/2034	\$100,000	\$157,300	\$45,276	\$14,300	\$0	\$0	\$316,876
9/30/2035	\$105,000	\$151,800	\$46,182	\$13,800	\$0	\$0	\$316,782
9/30/2036	\$115,000	\$146,025	\$47,105	\$13,275	\$0	\$0	\$321,405
9/30/2037	\$120,000	\$139,700	\$48,047	\$12,700	\$0	\$0	\$320,447
9/30/2038	\$130,000	\$133,100	\$49,008	\$12,100	\$0	\$0	\$324,208
9/30/2039	\$135,000	\$125,950	\$49,989	\$11,450	\$0	\$0	\$322,389
9/30/2040	\$145,000	\$118,525	\$50,988	\$10,775	\$0	\$0	\$325,288
9/30/2041	\$150,000	\$110,550	\$52,008	\$10,050	\$0	\$0	\$322,608
9/30/2042	\$160,000	\$102,300	\$53,048	\$9,300	\$0	\$0	\$324,648
9/30/2043	\$170,000	\$93,500	\$54,109	\$8,500	\$0	\$0	\$326,109
9/30/2044	\$180,000	\$84,150	\$55,191	\$7,650	\$0	\$0	\$326,991
9/30/2045	\$190,000	\$74,250	\$56,295	\$6,750	\$0	\$0	\$327,295
9/30/2046	\$205,000	\$63,800	\$57,421	\$5,800	\$0	\$0	\$332,021
9/30/2047	\$215,000	\$52,525	\$58,570	\$4,775	\$0	\$0	\$330,870
9/30/2048	\$230,000	\$40,700	\$59,741	\$3,700	\$0	\$0	\$334,141
9/30/2049	\$245,000	\$28,050	\$60,936	\$2,550	\$0	\$0	\$336,536
9/30/2050	\$265,000	\$14,575	\$62,155	\$1,325	(\$279,575)	\$0	\$63,480
Total	\$3,655,000	\$4,056,525	\$1,419,883	\$368,775	(\$279,575)	(\$402,050)	\$8,818,558

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming an estimated 5.50% interest rate on the Bonds plus the Additional Interest and Administrative Expenses.

Attachment: Resolution (Edgewood Creek- Phase 1 PID – Pre-SAP)

APPENDIX F
PROPOSED PHASE #1 ASSESSMENT ROLL

Appendix F
Proposed Phase #1 Assessment Roll

**Parcel
Units
Assessment**

**All Parcels
301
\$9,415,000**

Year ¹	Principal & Interest²	Principal & Interest³	Administrative Expenses⁴	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment
9/30/2021	\$265,250	\$267,500	\$35,000	\$26,525	\$0	(\$265,250)	\$329,025
9/30/2022	\$265,250	\$267,400	\$35,700	\$26,525	\$0	(\$265,250)	\$329,625
9/30/2023	\$350,250	\$267,150	\$36,414	\$26,525	\$0	\$0	\$680,339
9/30/2024	\$351,000	\$267,750	\$37,142	\$26,100	\$0	\$0	\$681,992
9/30/2025	\$351,500	\$267,150	\$37,885	\$25,650	\$0	\$0	\$682,185
9/30/2026	\$351,750	\$267,400	\$38,643	\$25,175	\$0	\$0	\$682,968
9/30/2027	\$351,750	\$267,450	\$39,416	\$24,675	\$0	\$0	\$683,291
9/30/2028	\$356,500	\$267,300	\$40,204	\$24,150	\$0	\$0	\$688,154
9/30/2029	\$355,750	\$266,950	\$41,008	\$23,575	\$0	\$0	\$687,283
9/30/2030	\$354,750	\$267,400	\$41,828	\$22,975	\$0	\$0	\$686,953
9/30/2031	\$353,500	\$267,600	\$42,665	\$22,350	\$0	\$0	\$686,115
9/30/2032	\$357,000	\$267,550	\$43,518	\$21,700	\$0	\$0	\$689,768
9/30/2033	\$355,000	\$267,250	\$44,388	\$21,000	\$0	\$0	\$687,638
9/30/2034	\$357,750	\$267,700	\$45,276	\$20,275	\$0	\$0	\$691,001
9/30/2035	\$355,000	\$266,850	\$46,182	\$19,500	\$0	\$0	\$687,532
9/30/2036	\$357,000	\$267,750	\$47,105	\$18,700	\$0	\$0	\$690,555
9/30/2037	\$358,500	\$267,300	\$48,047	\$17,850	\$0	\$0	\$691,697
9/30/2038	\$359,500	\$267,550	\$49,008	\$16,950	\$0	\$0	\$693,008
9/30/2039	\$360,000	\$267,450	\$49,989	\$16,000	\$0	\$0	\$693,439
9/30/2040	\$360,000	\$267,000	\$50,988	\$15,000	\$0	\$0	\$692,988
9/30/2041	\$359,500	\$267,200	\$52,008	\$13,950	\$0	\$0	\$692,658
9/30/2042	\$358,500	\$267,000	\$53,048	\$12,850	\$0	\$0	\$691,398
9/30/2043	\$362,000	\$267,400	\$54,109	\$11,700	\$0	\$0	\$695,209
9/30/2044	\$359,750	\$267,350	\$55,191	\$10,475	\$0	\$0	\$692,766
9/30/2045	\$362,000	\$267,850	\$56,295	\$9,200	\$0	\$0	\$695,345
9/30/2046	\$363,500	\$266,850	\$57,421	\$7,850	\$0	\$0	\$695,621
9/30/2047	\$364,250	\$267,400	\$58,570	\$6,425	\$0	\$0	\$696,645
9/30/2048	\$364,250	\$267,400	\$59,741	\$4,925	\$0	\$0	\$696,316
9/30/2049	\$363,500	\$267,850	\$60,936	\$3,350	\$0	\$0	\$695,636
9/30/2050	\$357,000	\$266,700	\$62,155	\$1,700	(\$364,250)	\$0	\$323,305
Total	\$10,541,250	\$8,020,450	\$1,419,883	\$523,625	(\$364,250)	(\$530,500)	\$19,610,458

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Annual Installments are calculated assuming an estimated 5.00% interest rate on the Phase #1 Bonds.

2- Annual Installments are calculated assuming an estimated 5.00% interest rate on the Phase #1 Reimbursement Agreement

4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Attachment: Resolution (Edgewood Creek- Phase 1 PID – Pre-SAP)



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Andy Glasgow, Director of Engineering
 CC: Andy Glasgow, Director of Engineering
 Date: December 8, 2020
 Re: Willock Hills and High Point Estates Lift Station Improvements

Action Requested:

Consider and act to authorize an agreement for engineering services for the design of the Willock Hills and High Point Estates Lift Station Improvements with TRC Engineers, Inc. for an amount not to exceed \$81,900. (Glasgow)

Background Information:

This Project includes the design of repairs to the Willock Hills and High Point Estates Lift Stations. The lift stations are located at the ends of Hillside Drive and Lake Drive respectively.

In addition to design services, the Project includes survey and easement work.

The City maintains an executed Master Service Agreement with TRC Engineers, Inc. to provide on-call engineering services. Staff has requested TRC Engineers, Inc. provide services for the above scope of services

Alternatives:

Council may reject the agreement and direct staff.

Financial Considerations:

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

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Agreement

Staff Recommendation:

Approve work order 2020-####



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Catherine Oduro, Engineer
CC: Dawn Berry, Purchasing Manager
Date: December 8, 2020
Re: Turf Installation

Action Requested:

Consider and act to authorize the City Manager to execute a agreement for installation of synthetic turf from ForeverLawn Inc. through an interlocal agreement with Houston- Gaveston Area Council (H-GAC), contract 00-1101 in an amount not to exceed \$112,721.79 plus ten percent contingency in the amount of \$11,2721.20 for a total amount of \$123,994 (Berry)

Background Information:

Staff requests authorization to contract with Foreover Lawn to remove grass and install turf in the downtown square area. The work will be processed through the HGAC contract 00-1101.

The City maintains an executed Interlocal Agreements with HGAC Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contract satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Alternatives:

Council may reject the purchase and direct staff.

Financial Considerations:

Funding is available in the current budget and will be tracked as project P12. Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of purchase orders.

Supporting Documents:

Quote

Staff Recommendation:

Authorize the installation of synthetic turf Town Square



CONTRACT PRICING WORKSHEET

For Catalog & Price Sheet Type Purchases

Contract No.: PR11-20

Date Prepared: 10/26/20

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

Buying Agency:	City of Celina	Contractor:	ForeverLawn Inc.
Contact Person:	Catherine Oduro	Prepared By:	Jason Delph
Phone:	214.493.0421	Phone:	214.206.3920
Fax:		Fax:	
Email:	coduro@celina-tx.gov	Email:	Jason@tx.foreverlawn.com

Catalog / Price Sheet Name:	HGACPricelist-M1425-0520
--------------------------------	--------------------------

General Description of Product:	ForeverLawn Fusion Elite Courtyard Artificial Turf Installation
---------------------------------	---

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

[illegible]

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

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

Quan	Description	Unit Pr	Total
1	Electrical Scope	18000	180
1	Tree Protection, Plywood Protection, Temporary Pylons, Caution Tape	1504	15
215	Brick Paver installation	3	6
Total From Other Sheets, If Any:			
Subtotal B:			201

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

C. Trade-In's / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Shipping	20
Subtotal C:	20

Delivery Date:

D. Total Purchase Price (A+B+C):

112721.



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Scott Harper, Engineer
 CC: Andy Glasgow, Director of Engineering
 Date: December 8, 2020
 Re: 260 Lake View Way Drainage Improvement, Bid 2020-0050

Action Requested:

Consider and act to award bid 2020-0050 for the 260 Lake View Way Drainage Improvement Project to ANA Site Construction, LLC, in an amount not to exceed \$105,445.00 plus a ten percent contingency in the amount of \$10,544.50 for a total amount of \$115,989.50. (Glasgow)

Background Information:

On November 24, 2020, the City received responses to bid 2020-0050 for the installation of the 260 Lake View Way Drainage Improvements. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two hundred seventy-nine vendors were notified. Seven submittals were received. Staff reviewed the bids and recommends the apparent lowest responsible bidder, ANA Site Construction, LLC.

The bid for this project is in the amount of \$105,445.00. Contingency in the amount of \$10,544.50 is included to cover unexpected costs that may arise during construction.

Alternatives:

Council may reject the award and redirect staff.

Financial Considerations:

Funding is available in the current budget and will be tracked in project D32. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Tab Sheet
 Recommendation
 Agreement

Staff Recommendation:

Staff Recommends awarding bid 2020-0050 to

Event Number	2020-0050 Addendum 2	Organization	City of Celina eBid
Event Title	260 Lake View Drainage Improvements	Workgroup	Purchasing
Event Description	The construction project includes: Approxir	Event Owner	Swapna Konda
Event Type	BID	Email	skonda@celina-tx.gov
Issue Date	11/9/2020 07:30:00 AM (CT)	Phone	(972) 3822682 x1083
Close Date	11/24/2020 10:00:00 AM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
ANA Site Construction	PILOT POINT	TX	11/23/2020 07:49:10 PM (CT)	16	\$105,445.00
FOUR STAR EXCAVATING	DALLAS	TX	11/23/2020 08:01:59 PM (CT)	16	\$126,963.50
Dickerson Construction Compan	Celina	TX	11/23/2020 03:40:50 PM (CT)	16	\$131,401.50
GRod Construction, LLC (GRod C Boyd		TX	11/24/2020 09:25:23 AM (CT)	16	\$138,641.50
McMahon Contracting LP	Grand Pairie	TX	11/24/2020 09:04:39 AM (CT)	16	\$154,363.97
Saber Development	Dallas	TX	11/23/2020 03:03:38 PM (CT)	16	\$189,285.00
ATKINS BROS. EQUIP. CO., INC	ATKINS BROS.	TX	11/24/2020 08:37:21 AM (CT)	16	\$263,030.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



December 1, 2020
PK No.: 4671-20.305

Mr. Scott Harper
CITY OF CELINA
142 North Ohio Street
Celina, Texas 75009

Re: **260 LAKEVIEW WAY DRAINAGE ANALYSIS & DESIGN**
Recommendation of Award
Celina, Collin County, Texas

Dear Mr. Harper:

BID RESULTS

Attached is the Bid Tabulation for the bids received November 24, 2020 for the referenced project for your use.

The lowest Bid received for the project was from ANA Site Construction, LLC. Based on the estimated quantities in the Bid Proposal and the unit prices bid by ANA Site Construction, LLC, the base bid was \$105,445.00.

CONTRACTOR QUALIFICATIONS

ANA Site Construction, LLC provided a list of experience and references for this project. Pacheco Koch called some of the various references and verified experience and the references' opinion of the work performed by the contractor. Each reference had a favorable work experience with ANA Site Construction, LLC and would use them again.

RECOMMENDATION

Based on the information we have received to date, we see no reason not to award a contract for the referenced project to ANA Site Construction, LLC for the Base Bid amount of \$105,445.00.

Should you have any questions about the information contained herein, please do not hesitate to call.

A handwritten signature in blue ink, appearing to read "CAB", written over a horizontal line.

Clint A. Bissett, P.E.

Attachments:
Bid Tabulation

Xc: File

Attachment: 2020-12-01_LakeView Way Drainage_Rec Ltr_ANA (260 Lakeview Way Drainage)

SECTION 00400
EJCDC STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between City of Celina (hereinafter called OWNER) and ANA Site Construction, LLC, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

City of Celina
260 LAKEVIEW WAY DRAINAGE IMPROVEMENTS
Bid 2020-0050

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Approximately 130 LF of storm pipe including headwalls and paving removal and replacement.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

Clint A. Bissett, P.E.
Pacheco Koch Consulting Engineers, Inc.
118 N. Ohio Street
Celina, Texas 75009

which hereinafter called ENGINEER and which is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

Attachment: 2020-1201_400 - Standard Form of Agreement (260 Lakeview Way Drainage)

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

For all Work other than Unit Price Work, a Lump sum of: \$105,445
All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage).
 - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to _____, inclusive);
2. Performance Bond (pages 1 to _____, inclusive);
3. Payment Bond (pages 1 to _____, inclusive);
4. Other bonds: _____ (pages 1 to _____, inclusive);
5. General Conditions (pages 1 to _____, inclusive);
6. Supplementary Conditions (pages 1 to _____, inclusive);
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and sheets numbered _____ through _____, inclusive, with each sheet bearing the following general title:
_____;
9. Addenda (numbers _____ to _____, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR'S Bid (pages _____ to _____, inclusive);
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive);
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;

- c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on April 14, 2020 (the Effective Date of the Agreement).

EXECUTED in single or multiple originals, this 8th day of December, 2020.

CITY OF CELINA, TEXAS

ANA Site Construction, LLC.

Jason Laumer, City Manager

Address for giving notices:

142 N. Ohio

Celina, TX 75009

Attn: Contracts

469-813-4194

contracts@celina-tx.gov

Printed Name & Title

Address for giving notices:

Attachment: 2020-1201_400 - Standard Form of Agreement (260 Lakeview Way Drainage)



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Swapna Konda, Engineer
 CC: Andy Glasgow, Director of Engineering
 Date: December 8, 2020
 Re: Preston Road Water 12 Inch Line (FBC to Settlers Ridge), Bid 2020-0049

Action Requested:

Consider and act to award bid 2020-0049 for the Preston Road Water 12 Inch Line (FBC to Settlers Ridge) to ANA Site Construction, in an amount not to exceed \$189,840.00 plus a ten percent contingency for a total of \$208,824.00. (Glasgow)

Background Information:

On November 24, 2020, the City received responses to bid 2020-0049 for the installation of the Preston Road Water 12 Inch Line from FBC to Settlers Ridge. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which two hundred forty-three vendors were notified. Staff reviewed the bids and recommends the apparent lowest responsible bidder, ANA Site Construction.

The bid for this project is in the amount of \$189,840.00. Contingency in the amount of \$18,984.00 is included to cover unexpected costs that may arise during construction.

Alternatives:

Council may reject the award and redirect staff.

Financial Considerations:

Funding is available in the current budget and will be tracked in projects W38. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Legal Review:

Standard contract documents have been used and previously reviewed.

Supporting Documents:

Agreement
 Tab Sheet
 Recommendation

Staff Recommendation:

Staff Recommends awarding bid 2020-0049 to

SECTION 00400
EJCDC STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between _____ (hereinafter called OWNER) and _____, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

City of Celina
PRESTON ROAD 12 INCH WATER LINE

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The Preston Road 12 Inch Water Line project consists of installing approximately 1,460 LF of 12” PVC water main.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

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

which hereinafter called ENGINEER and which is to act as OWNER’S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 60 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 75 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidate damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

For all Work other than Unit Price Work, a Lump sum of: \$-----
All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage).
 - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) Geotechnical Investigations, explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to _____, inclusive);
2. Performance Bond (pages 1 to _____, inclusive);
3. Payment Bond (pages 1 to _____, inclusive);
4. Other bonds: _____ (pages 1 to _____, inclusive);
5. General Conditions (pages 1 to _____, inclusive);
6. Supplementary Conditions (pages 1 to _____, inclusive);
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and sheets numbered _____ through _____, inclusive, with each sheet bearing the following general title: _____;
9. Addenda (numbers _____ to _____, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR'S Bid (pages _____ to _____, inclusive);
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive);
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;

- c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests on the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law of Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to

establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2020, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

142 N Ohio

City of Celina, Texas 75009

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

License
No. _____

(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: Jason Laumer

Name: _____

Title: City Manager

Title: _____

Address: 142 N Ohio

Address: _____

City of Celina, Texas 75009

Phone 972-382-2682

Phone: _____

Facsimile: _____

Facsimile: _____

E-mail: _____

Event Number 2020-0049 Addendum 1
Event Title Preston Road Water 12 Inch
Event Type Line (FBC to Settlers Ridge)
Issue Date BID
Close Date 11/9/2020 07:30:00 AM (CT)
 11/24/2020 03:00:00 PM (CT)

Organization City of Celina eBid
Workgroup Purchasing
Email dberry@celina-tx.gov
Phone (469) 813-4194
Fax

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
ANA Site Construction	PILOT POINT	TX	11/23/2020 07:39:02 PM (CT)	15	\$189,840.00
Vessels Construction	Sherman	TX	11/24/2020 02:20:16 PM (CT)	15	\$227,299.22
FOUR STAR EXCAVATING	DALLAS	TX	11/24/2020 01:07:52 PM (CT)	15	\$230,022.00
WillCo Underground (Osmus)	MANSFIELD	TX	11/24/2020 10:26:55 AM (CT)	15	\$236,955.00
Saber Development	Dallas	TX	11/23/2020 01:47:00 PM (CT)	15	\$252,878.00
BLACKROCK CONSTRUCTION (Bf Mansfield		TX	11/24/2020 11:04:27 AM (CT)	15	\$253,187.79
GRod Construction, LLC (GRod C Boyd		TX	11/24/2020 11:54:26 AM (CT)	15	\$255,811.00
SYB CONSTRUCTION	IRVING	TX	11/24/2020 09:53:29 AM (CT)	15	\$256,605.00
Canary Construction, Inc.	Lewisville	TX	11/24/2020 12:26:45 PM (CT)	15	\$261,758.00
DFW Services LLC	Sachse	TX	11/24/2020 09:26:41 AM (CT)	15	\$262,489.00
A&M Construction and Utilities	Rowlett	TX	11/24/2020 02:22:41 PM (CT)	15	\$273,831.50
Quality Excavation, LLC	Aubrey	TX	11/24/2020 01:24:43 PM (CT)	15	\$282,045.00
Dickerson Construction Compar	Celina	TX	11/24/2020 10:32:06 AM (CT)	15	\$300,844.00
ATKINS BROS. EQUIP. CO., INC	ATKINS BROS.	TX	11/24/2020 09:23:34 AM (CT)	15	\$483,076.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

7.Q.c

November 30, 2020

Mr. Andy Glasgow, MSCE, P.E., CFM
Director of Engineering
142 N. Ohio Street
Celina, TX 75009

Re: Preston Road 12 Inch Water Line
Bid #W38
Contractor Recommendation of Award

Dear Mr. Glasgow:

On November 24, 2020 at 3:00 p.m., bids were received for the above referenced project. A total of fourteen (14) bids were received. Please review the attached bid tabulation.

The lowest bid for the project was submitted by ANA Site Construction of Pilot Point, Texas in the amount of \$189,840.00. The contractor will be required to complete the project within 75 days.

TRC recommends that the City Council consider award of the project to ANA Site Construction in the amount of \$189,840.00. The Contractor will be required to furnish a Standard Form of Agreement, Performance Bond and Payment Bond to the City.

If there are any questions or if you need additional information, please feel free to contact this office.

Sincerely,

Justin Thomas, P.E.
Arlington CES Practice Leader

Attachments

Attachment: Contractor Recommendation_Preston Rd Wtr_ANA (Preston Road Water 12 Inch Line (FBC to Settlers Ridge))

City of Celina
PRESTON ROAD 12 INCH WATER LINE
Bid Tabulation
November 24, 2020 - 3:00 PM

Item	Item Description	Qty.	Unit	Low Bidder		2nd Low Bidder		3rd Low Bidder		4th Low Bidder		5th Low Bidder	
				ANA Site Construction		Vessels Construction		Four Star Excavating		Willco Underground (Osmus)		Saber Development	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID													
1	Water												
1.1	Twelve Inch (12") Water Main	1205	LF	\$53.00	\$63,865.00	\$59.57	\$71,781.85	\$66.00	\$79,530.00	\$70.00	\$84,350.00	\$90.00	\$108,450.00
1.2	Six Inch (6") Water Main	36	LF	\$31.00	\$1,116.00	\$11.23	\$404.28	\$50.00	\$1,800.00	\$50.00	\$1,800.00	\$55.00	\$1,980.00
1.3	Twelve Inch (12") Gate Valve	6	EA	\$3,270.00	\$19,620.00	\$2,305.80	\$13,834.80	\$2,600.00	\$15,600.00	\$5,000.00	\$30,000.00	\$2,500.00	\$15,000.00
1.4	Six Inch (6") Gate Valve	3	EA	\$1,905.00	\$5,715.00	\$1,073.25	\$3,219.75	\$1,200.00	\$3,600.00	\$2,000.00	\$6,000.00	\$1,000.00	\$3,000.00
1.5	AWWA C-153/C-111 Compact Ductile Iron Fittings	1	TON	\$8,500.00	\$8,500.00	\$6,262.65	\$6,262.65	\$15,500.00	\$15,500.00	\$4,750.00	\$4,750.00	\$7,500.00	\$7,500.00
1.6	Fire Hydrant Assembly	3	EA	\$5,500.00	\$16,500.00	\$6,199.93	\$18,599.79	\$3,000.00	\$9,000.00	\$5,000.00	\$15,000.00	\$4,200.00	\$12,600.00
1.7	Twelve Inch (12") PVC Water Line By Open-Cut with Twenty Inch (20") Steel Encasement (0.25 in. wall thickness) by Open-Cut	254	LF	\$85.00	\$21,590.00	\$114.80	\$29,159.20	\$151.00	\$38,354.00	\$110.00	\$27,940.00	\$125.00	\$31,750.00
1.8	Sawcut, Remove Existing Pavement and Replace with High Stre	209	SY	\$75.00	\$15,675.00	\$115.71	\$24,183.39	\$111.00	\$23,199.00	\$110.00	\$22,990.00	\$115.00	\$24,035.00
1.9	Connection of Proposed Water Line to Existing Water Line By Cut-in Connection	2	EA	\$8,900.00	\$17,800.00	\$9,465.13	\$18,930.26	\$7,000.00	\$14,000.00	\$8,000.00	\$16,000.00	\$8,500.00	\$17,000.00
1.10	Trench Protection for Water Lines	1495	LF	\$1.00	\$1,495.00	\$5.15	\$7,699.25	\$1.00	\$1,495.00	\$1.00	\$1,495.00	\$1.00	\$1,495.00
1.11	Block Sod (Bermuda) over disturbed areas	1410	SY	\$5.00	\$7,050.00	\$6.56	\$9,249.60	\$11.00	\$15,510.00	\$5.00	\$7,050.00	\$13.00	\$18,330.00
1.12	Silt Fence	1416	LF	\$4.00	\$5,664.00	\$10.97	\$15,533.52	\$4.00	\$5,664.00	\$5.00	\$7,080.00	\$3.00	\$4,248.00
1.13	Inlet Protection	9	EA	\$150.00	\$1,350.00	\$135.00	\$1,215.00	\$330.00	\$2,970.00	\$500.00	\$4,500.00	\$110.00	\$990.00
1.14	Project Sign	1	EA	\$1,100.00	\$1,100.00	\$965.25	\$965.25	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00
1.15	Traffic Control Work Plan	1	LS	\$2,800.00	\$2,800.00	\$6,260.63	\$6,260.63	\$3,300.00	\$3,300.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
TOTAL BASE BID					\$189,840.00		\$227,299.22		\$230,022.00		\$236,955.00		\$252,878.00

City of Celina
PRESTON ROAD 12 INCH WATER LINE
Bid Tabulation
November 24, 2020 - 3:00 PM

Item	Item Description	6th Low Bidder		7th Low Bidder		8th Low Bidder		9th Low Bidder		10th Low Bidder	
		Blackrock Construction, LLC		GRod Construction, LLC		SYB Construction		Canary Construction, Inc.		DFW Services LLC	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE BID										
1	Water										
1.1	Twelve Inch (12") Water Main	\$84.69	\$102,051.45	\$62.00	\$74,710.00	\$75.50	\$90,977.50	\$75.00	\$90,375.00	\$58.00	\$69,890.00
1.2	Six Inch (6") Water Main	\$74.69	\$2,688.84	\$66.00	\$2,376.00	\$120.50	\$4,338.00	\$60.00	\$2,160.00	\$45.00	\$1,620.00
1.3	Twelve Inch (12") Gate Valve	\$2,795.00	\$16,770.00	\$3,300.00	\$19,800.00	\$3,250.00	\$19,500.00	\$2,200.00	\$13,200.00	\$2,500.00	\$15,000.00
1.4	Six Inch (6") Gate Valve	\$1,345.00	\$4,035.00	\$2,200.00	\$6,600.00	\$1,550.00	\$4,650.00	\$1,200.00	\$3,600.00	\$2,000.00	\$6,000.00
1.5	AWWA C-153/C-111 Compact Ductile Iron Fittings	\$17,825.00	\$17,825.00	\$18,000.00	\$18,000.00	\$14.00	\$14.00	\$25,000.00	\$25,000.00	\$19,000.00	\$19,000.00
1.6	Fire Hydrant Assembly	\$4,235.00	\$12,705.00	\$5,000.00	\$15,000.00	\$5,250.00	\$15,750.00	\$4,500.00	\$13,500.00	\$3,900.00	\$11,700.00
1.7	Twelve Inch (12") PVC Water Line By Open-Cut with Twenty Inch (20") Steel Encasement (0.25 in. wall thickness) by Open-Cut	\$140.00	\$35,560.00	\$180.00	\$45,720.00	\$98.00	\$24,892.00	\$200.00	\$50,800.00	\$125.00	\$31,750.00
1.8	Sawcut, Remove Existing Pavement and Replace with High Strer	\$125.00	\$26,125.00	\$160.00	\$33,440.00	\$170.00	\$35,530.00	\$120.00	\$25,080.00	\$250.00	\$52,250.00
1.9	Connection of Proposed Water Line to Existing Water Line By Cut-in Connection	\$5,935.00	\$11,870.00	\$5,500.00	\$11,000.00	\$14,800.00	\$29,600.00	\$7,500.00	\$15,000.00	\$10,000.00	\$20,000.00
1.10	Trench Protection for Water Lines	\$0.50	\$747.50	\$3.00	\$4,485.00	\$2.00	\$2,990.00	\$1.00	\$1,495.00	\$1.00	\$1,495.00
1.11	Block Sod (Bermuda) over disturbed areas	\$7.00	\$9,870.00	\$9.00	\$12,690.00	\$8.75	\$12,337.50	\$8.00	\$11,280.00	\$9.00	\$12,690.00
1.12	Silt Fence	\$2.50	\$3,540.00	\$2.50	\$3,540.00	\$3.50	\$4,956.00	\$3.00	\$4,248.00	\$9.00	\$12,744.00
1.13	Inlet Protection	\$350.00	\$3,150.00	\$200.00	\$1,800.00	\$100.00	\$900.00	\$200.00	\$1,800.00	\$150.00	\$1,350.00
1.14	Project Sign	\$1,250.00	\$1,250.00	\$650.00	\$650.00	\$670.00	\$670.00	\$700.00	\$700.00	\$3,000.00	\$3,000.00
1.15	Traffic Control Work Plan	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$9,500.00	\$9,500.00	\$3,520.00	\$3,520.00	\$4,000.00	\$4,000.00
	TOTAL BASE BID		\$253,187.79		\$255,811.00		\$256,605.00		\$261,758.00		\$262,489.00

City of Celina
PRESTON ROAD 12 INCH WATER LINE
Bid Tabulation
November 24, 2020 - 3:00 PM

Item	Item Description	11th Low Bidder		12th Low Bidder		13th Low Bidder		14th Low Bidder	
		A&M Construction and Utilities Inc.		Quality Excavation, LLC		Dickerson Construction Company, Inc.		ATKINS Bros. Equip. Co., Inc.	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE BID								
1	Water								
1.1	Twelve Inch (12") Water Main	\$72.00	\$86,760.00	\$90.00	\$108,450.00	\$115.00	\$138,575.00	\$250.00	\$301,250.00
1.2	Six Inch (6") Water Main	\$72.00	\$2,592.00	\$44.00	\$1,584.00	\$115.00	\$4,140.00	\$100.00	\$3,600.00
1.3	Twelve Inch (12") Gate Valve	\$2,800.00	\$16,800.00	\$3,035.00	\$18,210.00	\$2,500.00	\$15,000.00	\$3,000.00	\$18,000.00
1.4	Six Inch (6") Gate Valve	\$1,100.00	\$3,300.00	\$1,415.00	\$4,245.00	\$1,200.00	\$3,600.00	\$900.00	\$2,700.00
1.5	AWWA C-153/C-111 Compact Ductile Iron Fittings	\$14,500.00	\$14,500.00	\$21,734.00	\$21,734.00	\$10,500.00	\$10,500.00	\$4,000.00	\$4,000.00
1.6	Fire Hydrant Assembly	\$4,700.00	\$14,100.00	\$5,050.00	\$15,150.00	\$3,500.00	\$10,500.00	\$4,000.00	\$12,000.00
1.7	Twelve Inch (12") PVC Water Line By Open-Cut with Twenty Inch (20") Steel Encasement (0.25 in. wall thickness) by Open-Cut	\$286.00	\$72,644.00	\$190.00	\$48,260.00	\$150.00	\$38,100.00	\$300.00	\$76,200.00
1.8	Sawcut, Remove Existing Pavement and Replace with High Street	\$130.00	\$27,170.00	\$150.00	\$31,350.00	\$168.00	\$35,112.00	\$100.00	\$20,900.00
1.9	Connection of Proposed Water Line to Existing Water Line By Cut-in Connection	\$5,877.00	\$11,754.00	\$6,600.00	\$13,200.00	\$9,000.00	\$18,000.00	\$4,000.00	\$8,000.00
1.10	Trench Protection for Water Lines	\$1.10	\$1,644.50	\$1.00	\$1,495.00	\$1.00	\$1,495.00	\$1.00	\$1,495.00
1.11	Block Sod (Bermuda) over disturbed areas	\$8.50	\$11,985.00	\$6.00	\$8,460.00	\$9.00	\$12,690.00	\$20.00	\$28,200.00
1.12	Silt Fence	\$2.00	\$2,832.00	\$2.00	\$2,832.00	\$2.00	\$2,832.00	\$1.00	\$1,416.00
1.13	Inlet Protection	\$500.00	\$4,500.00	\$150.00	\$1,350.00	\$200.00	\$1,800.00	\$35.00	\$315.00
1.14	Project Sign	\$750.00	\$750.00	\$725.00	\$725.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
1.15	Traffic Control Work Plan	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00
	TOTAL BASE BID		\$273,831.50		\$282,045.00		\$300,844.00		\$483,076.00



Life Connected.

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Drew Jenks, Assistant
 CC: Jason Laumer, City Manager
 Date: December 8, 2020
 Re: CoServ Gas Rate Increase Filing Suspension

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas suspending the January 23, 2021 effective date of CoServ Gas, Ltd.'s requested increase to permit the City time to study the request and to establish reasonable rates; approving cooperation with other cities in the CoServ Gas, Ltd. Service area; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in docket os-20-00005136 at the Railroad Commission; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel (CoServ Gas Rate Increase Filing Suspension) (Jenks)

Background Information:

Celina is a gas customer of CoServ and a regulatory authority with exclusive original jurisdiction over the rates and charges of CoServ within the City.

On November 13, 2020, CoServ Gas, Ltd. ("CoServ" or "Company"), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within the Company's service area, effective January 23, 2021.

This resolution suspends the January 23, 2021 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other similarly situated cities with original jurisdiction served by CoServ, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective.

It is reasonable for the City of Celina to cooperate with other similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

CoServ is seeking to increase its gas rates on a system-wide basis by \$9.6 million per year, and by \$8,113,409 in the incorporated areas. This equates to an increase of 11.6% on total revenues, or 29.0% increase in base rates for the incorporated areas.

For a residential customer, the average bill will increase \$7.14 per month or a 40% increase

Legal Review:

N/A

Supporting Documents:

Proposed Resolution

Staff Recommendation:

Approval

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF _____ TEXAS SUSPENDING THE JANUARY 23, 2021 EFFECTIVE DATE OF COSERV GAS, LTD.'S REQUESTED INCREASE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE COSERV GAS, LTD. SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN DOCKET OS-20-00005136 AT THE RAILROAD COMMISSION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about November 13, 2020, CoServ Gas, Ltd. ("CoServ" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102, filed with the City of _____ ("City") a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within the Company's service area, effective January 23, 2021; and

WHEREAS, the City is a gas customer of CoServ and a regulatory authority with exclusive original jurisdiction over the rates and charges of CoServ within the City; and

WHEREAS, it is reasonable for the City of _____ to cooperate with other similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, CoServ has filed an application with the Railroad Commission, Docket No. OS-20-00005136 that could become the docket into which appeals of city action on the CoServ filing are consolidated; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

Attachment: CoServ Gas Suspension Resolution (CoServ Gas Rate Increase Filing Suspension)

SECTION 1. That the January 23, 2021, effective date of the rate request submitted by CoServ on or about November 13, 2020, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City is authorized to cooperate with other cities in the CoServ service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

SECTION 3. That, subject to the right to terminate employment at any time, the City of _____ hereby authorizes the hiring of Thomas Brocato of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., and consultants to represent the City in all matters associated with the CoServ application to increase rates and appeals thereof.

SECTION 4. That intervention in Railroad Commission Docket No. OS-20-00005136 is authorized.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed by CoServ.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. A copy of this Resolution shall be sent to CoServ, care of Charles Harrell, CoServ Gas, Ltd. 7701 South Stemmons Freeway, Corinth, Texas 76210 (CHarrell@coserv.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this _____ day of _____, 2020.

Mayor, City of _____

ATTEST:

Attachment: CoServ Gas Suspension Resolution (CoServ Gas Rate Increase Filing Suspension)



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Andy Glasgow, Director of Engineering
 CC: Kim Brawner, Executive Director of Public Services
 Date: December 8, 2020
 Re: Frontier Parkway Right of Way Reservation Sale

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas, pertaining to the sale of certain properties, Parcel 30 Part 1, 0.1691 acres and Parcel 30 Part 2, 0.6170 acres previously dedicated as right-of-way reservation to the Texas Department of Transportation for the future widening of Frontier Parkway (FM 1461) from Preston (SH 289) to Custer Road (FM 2478). (Glasgow)

Background Information: Portions of properties from Phase I of the Lilyana subdivision adjacent to Frontier Parkway were dedicated to the City of Celina as rights of way (ROW) reservation for the future Widening of Frontier Parkway/FM 1461. The Texas Department of Transportation has appraised the said properties and has proposed monetary compensation to the City of Celina for the acquisition of the ROW.

Board Review/Citizen Input:

N/A

Alternatives:

Do not sell.

Financial Considerations:

N/A

Legal Review:

City Attorney has

Supporting Documents:

Deed

Legal Description

Staff Recommendation:

Approval

CITY OF CELINA, TEXAS

RESOLUTION NO. 20-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SUPPORTING COLLIN COUNTY'S CONTRACT AWARD FOR THE CONSTRUCTION OF FRONTIER PARKWAY FROM THE DALLAS NORTH TOLLWAY TO PRESTON ROAD (SH 289); AND REAFFIRMING THE CITY'S COST PARTICIPATION TO THE PROJECT PER THE TERMS OF THE MAY 8, 2018 AND OCTOBER 15, 2018 INTERLOCAL AGREEMENTS; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County of Collin, Texas (the "County"), the Town of Prosper, Texas ("Prosper") and the City of Celina, Texas ("Celina"), entered into Interlocal Agreements in 2018 concerning the design and construction of improvements to Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) (the "Project") in the Town of Prosper and the City of Celina, Collin County, Texas; and

WHEREAS, the County, Prosper and Celina previously determined that the improvements related to the Project would be designed and constructed most economically through Collin County's administering the Project; and

WHEREAS, the County, Prosper and Celina previously committed to provide the funding participation necessary for the Project; and

WHEREAS, the design of the Project is complete and Collin County has received bids for the Project; and

WHEREAS, the City agrees to appropriate funds for its participation pursuant to the Interlocal Agreements referenced herein and shall be reimbursed for such participating costs from the issuance of certain 2021 Certificates of Obligation; and

WHEREAS, the County, Prosper and Celina have agreed to the selection of Mario Sinacola & Sons Excavating, Inc., as the contractor that ranked the highest after consideration of Costs, Time, and Qualifications; and

WHEREAS, the City supports the County's proposed contract award to Mario Sinacola & Sons Excavating, Inc.; and

WHEREAS, the Town reaffirms its commitment to provide the funding participation to the Project per the terms of the 2018 Interlocal Agreement.

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

SECTION 1

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

SECTION 2

The City Council of the City of Celina, Texas, supports Collin County's contract award for the construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) to Mario Sinacola & Sons Excavating, Inc.

SECTION 3

The City Council hereby reaffirms its cost participation to the Project per the terms of the May 8, 2018 and October 15, 2018 Interlocal Agreements.

SECTION 4

Any and all resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Resolution are hereby repealed and rescinded to the extent of any conflict herewith.

SECTION 5

This Resolution shall be effective from and after its passage by the City Council.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ON THIS 8TH DAY OF DECEMBER, 2020.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Lance Vanzant, City Attorney

Attachment: 1 - Resolution Celina 12-1-20 (Frontier Parkway Right of Way Reservation Sale)

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



DEED

TxDOT ROW CSJ: 1973-01-018

TxDOT Parcel No.: 30, Parts 1 & 2

Grantor(s), whether one or more:

City of Celina, Collin County, Texas

Grantor's Mailing Address (including county):

10165 County Road 106
Celina, Texas 75009
Collin County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

125 E. 11th Street, Austin, Texas 78701
Travis County

Attachment: Deed (Frontier Parkway Right of Way Reservation Sale)



Consideration:

The sum of NINETY-FOUR THOUSAND, NINE HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$94,929.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Collin County, Texas, being more particularly described in the attached Exhibit A (the "Property").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Collin County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: N/A

Grantor covenants and agrees to remove the Retained Improvements from the Property within 30 days of formally transferring title, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR(S):

City of Celina, Collin County, Texas

By: _____

Printed Name: _____

Title: _____

Corporate Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____, 20__

by _____ of

_____.

Notary Public's Signature

Attachment: Deed (Frontier Parkway Right of Way Reservation Sale)

The property described above relates to a “whole” property acquisition, so that there is no remainder or remaining property owned by the Grantors that was originally out of or a part of the property described above. Therefore, there are no access rights retained or remaining in Grantors, their successors and assigns, out of or relating to the property described above.

EXHIBIT "A"

County: Collin
 Highway: FM 1461
 STA. 161+63.77 to STA. 166+74.04
 R.O.W. CSJ: 1973-01-018

Page 1 of 14
 September 19, 2019

Description for Parcel 30 Part 1

BEING 7,368 square feet of land situated in the Jonathan Westover Survey, Abstract No. 1030, City of Celina, Collin County, Texas, and being all of the 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening to City of Celina as shown on the plat of Lilyana Phase I, an addition to the City of Celina, Collin County, Texas recorded in Volume 2017, Page 199 of the Official Public Records of Collin County, Texas, said 7,368 square feet (0.1691 acres) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "Huitt-Zollars" found (Controlling Monument (CM)) for an exterior corner in the easterly line of Lot 1X, Block L of said Lilyana Phase I, said 5/8 inch iron rod with cap stamped "Huitt-Zollars" also being an interior corner in the existing westerly right-of-way line of Lilyana Lane (variable width right-of-way) recorded in Volume 2017, Page 199 of said Official Public Records of Collin County, Texas;

THENCE, South 44 degrees 46 minutes 30 seconds West, with the common southeasterly line of said Lot 1X and existing westerly right-of-way line of said Lilyana Lane, a distance of 28.28 feet to a 5/8 inch iron rod with cap stamped "Huitt-Zollars" found (CM) for the **POINT OF BEGINNING** and having a surface coordinate of N=7,147,777.45 and E=2,499,952.78, said 5/8 inch iron rod with cap stamped "Huitt-Zollars" being the northeast corner of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening, said 5/8 inch iron rod with cap stamped "Huitt-Zollars" being the most southerly southeast corner of said Lot 1X, said 5/8 inch iron rod with cap stamped "Huitt-Zollars" also being 75.24 feet Left of and a right angles to centerline Station 166+74.04 of FM 1461;

- (1) **THENCE**, South 00 degrees 13 minutes 29 seconds East, with the east line of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening, a distance of 15.15 feet to a calculated point for the southeast corner of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening, said point being in the north line of a called 3.885 acre tract of land described in the deed to State of Texas recorded in Volume 484, Page 275 of the Deed Records of Collin County, Texas, said point also being the intersection of the westerly right-of-way line of said Lilyana Lane with the existing north right-of-way line of FM 1461 (variable width right-of-way);
- (2) **THENCE**, South 89 degrees 45 minutes 56 seconds West, with the common south line of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening and existing north right-of-way line of said FM 1461, a distance of 471.87 feet to a calculated point for the most southerly southwest corner of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening, said point being an interior corner in the common north line of said 3.885 acre tract of land and existing north right-of-way line of said FM 1461;

EXHIBIT "A"

County: Collin
 Highway: FM 1461
 STA. 161+63.77 to STA. 166+74.04
 R.O.W. CSJ: 1973-01-018

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 September 19, 2019

Description for Parcel 30 Part 1

- (3) **THENCE**, North 00 degrees 14 minutes 04 seconds West, with the common west line of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening, north line of said 3.885 acre tract of land, and existing north right-of-way line of said FM 1461, a distance of 10.00 feet to a calculated point for a common interior corner of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening and exterior corner in the common north line of said 3.885 acre tract of land and existing north right-of-way line of said FM 1461;
- (4) **THENCE**, South 89 degrees 45 minutes 56 seconds West, with a common south line of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening, north line of said 3.885 acre tract of land, and existing north right-of-way line of said FM 1461, a distance of 38.39 feet to a calculated point for the common most westerly southwest corner of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening and southeast corner of a called 10.013 acre tract of land described in the deed to Frontier Retail Partners, LP recorded in Document No. 20190109000026970 of said Official Public Records of Collin County, Texas;
- (5) **THENCE**, North 00 degrees 13 minutes 29 seconds West, with the common west line of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening and east line of said 10.013 acre tract of land, a distance of 5.24 feet to a 5/8 inch iron rod with a pink 1-3/4 inch plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for the common northwest corner of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening and southwest corner of said Lot 1X and being 75.17 feet Left of and at right angles to centerline Station 161+63.77 of said FM 1461;
- (6) **THENCE**, North 89 degrees 46 minutes 31 seconds East, with the common north line of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening and south line of said Lot 1X, a distance of 510.27 feet to the **POINT OF BEGINNING** and containing 7,368 square feet or 0.1691 acres of land, more or less.

Attachment: Exhibit A_Legal Description (Frontier Parkway Right of Way Reservation Sale)

EXHIBIT "A"

County: Collin
 Highway: FM 1461
 STA. 161+63.77 to STA. 166+74.04
 R.O.W. CSJ: 1973-01-018

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Description for Parcel 30 Part 1

NOTES:

The basis of bearing is the Texas State Plane Coordinate System of 1983 North Central Zone (4202), North American Datum (NAD83), 2011 adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TXDOT combined scale factor of 1.000152710. Unit of measurement is U.S. Survey Feet.

**** This monument may be replaced by TXDOT Type II Right-of-Way Marker upon completion of the highway acquisition project under the supervision of a Registered Professional Land Surveyor either employed or retained by TXDOT.**

This survey was performed without the benefit of a title report. There may be easements of record that affect.

A plat of same date accompanies this description.

All stations and offsets shown are calculated relative to the project centerline (FM 1461 centerline).

I, Shaun Marvin Piepkorn, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

Shaun Marvin Piepkorn
 Registered Professional Land Surveyor No. 6432
 Date: September 19, 2019



1519 Surveying, LLC
 11498 Luna Road, Suite 103
 Farmers Branch, Texas 75234
 Office 214-484-8586
 Texas Firm No. 10194283

Attachment: Exhibit A_Legal Description (Frontier Parkway Right of Way Reservation Sale)



MATCH LINE SEE PAGE 4 OF 14

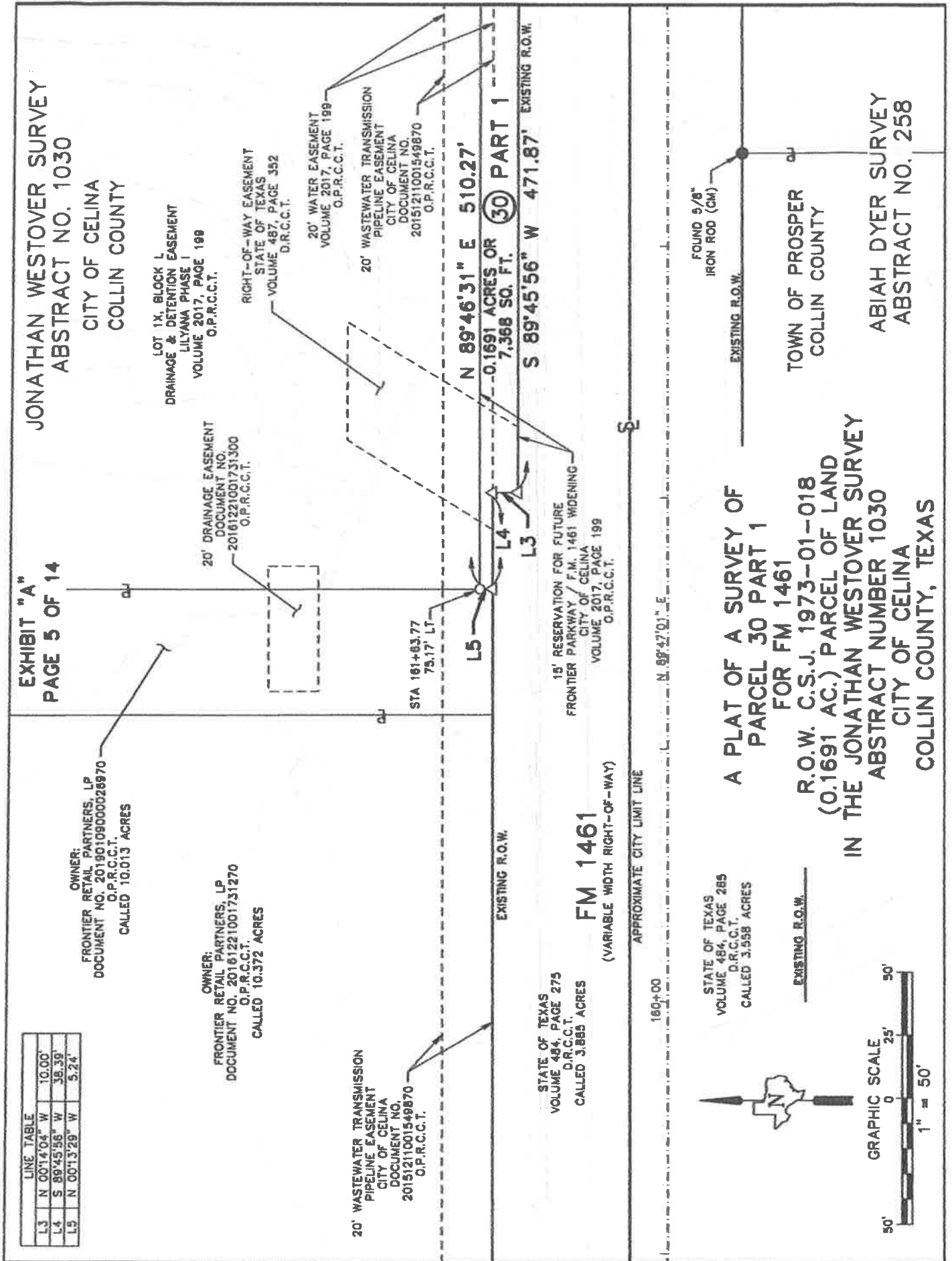


EXHIBIT "A"

County: Collin
 Highway: FM 1461
 STA. 167+99.04 to STA. 185+42.07
 R.O.W. CSJ: 1973-01-018

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 September 19, 2019

Description for Parcel 30 Part 2

BEING 26,876 square feet of land situated in the Jonathan Westover Survey, Abstract No. 1030, City of Celina, Collin County, Texas, and being all of the 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening to City of Celina and a portion of a 30' right-of-way dedication to City of Celina as shown on the plat of Lilyana Phase I, an addition to the City of Celina, Collin County, Texas recorded in Volume 2017, Page 199 of the Official Public Records of Collin County, Texas, said 26,876 square feet (0.6170 acres) of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "Huitt-Zollars" found (Controlling Monument (CM)) for the most westerly southwest corner of Lot 6X, Block A of said Lilyana Phase I, said 5/8 inch iron rod with cap stamped "Huitt-Zollars" being an interior corner in the existing easterly right-of-way line of Lilyana Lane (variable width right-of-way) recorded in Volume 2017, Page 199 of said Official Public Records of Collin County, Texas;

THENCE, South 45 degrees 13 minutes 29 seconds East, with the common southwest line of said Lot 6X and existing easterly right-of-way line of said Lilyana Lane, a distance of 28.28 feet to a 5/8 inch iron rod with a pink 1-3/4 inch plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for the **POINT OF BEGINNING** and having a surface coordinate of N=7,147,777.94 and E=2,500,077.78, said 5/8 inch iron rod with a pink 1-3/4 inch plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being the northwest corner of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening, said 5/8 inch iron rod with a pink 1-3/4 inch plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being the most southerly southwest corner of said Lot 6X, said 5/8 inch iron rod with a pink 1-3/4 inch plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" also being 75.26 feet Left of and a right angles to centerline Station 167+99.04 of FM 1461;**

- (1) **THENCE**, North 89 degrees 46 minutes 31 seconds East, with the common north line of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening and south line of said Lot 6X, a distance of 1,691.64 feet to a 5/8 inch iron rod with a pink 1-3/4 inch plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for a common angle point in the north line of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening and south line of said Lot 6X;**

EXHIBIT "A"

County: Collin
 Highway: FM 1461
 STA. 167+99.04 to STA. 185+42.07
 R.O.W. CSJ: 1973-01-018

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 September 19, 2019

Description for Parcel 30 Part 2

- (2) **THENCE**, North 44 degrees 49 minutes 38 seconds East, with the common northwesterly line of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening and southeasterly line of said Lot 6X, a distance of 28.31 feet to a 5/8 inch iron rod with a pink 1-3/4 inch plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" set for the common northeast corner of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening and most easterly southeast corner of said Lot 6X, said 5/8 inch iron rod with a pink 1-3/4 inch plastic cap stamped "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" being in the common west line of said 30' right-of-way dedication to City of Celina and existing west right-of-way line of County Road 84 (70' right-of-way);**
- (3) **THENCE**, South 86 degrees 38 minutes 32 seconds East, a distance of 30.61 feet to a calculated point for corner in the common east line of said 30' right-of-way dedication to City of Celina and west line of a 40' right-of-way dedication to City of Celina recorded in Cabinet N, Page 755 of the Plat Records of Collin County, Texas, said point being in County Road 84, said point also being 92.80 feet Left of and at right angles to centerline Station 185+42.07 of said FM 1461;
- (4) **THENCE**, South 00 degrees 11 minutes 18 seconds East, with the common east line of said 30' right-of-way dedication to City of Celina and west line of said 40' right-of-way dedication to City of Celina, and with said County Road 84, a distance of 32.92 feet to a calculated point for the common southeast corner of said 30' right-of-way dedication to City of Celina, southwest corner of said 40' right-of-way dedication to City of Celina, northwest corner of a called 4.375 acre tract of land described in the deed to State of Texas recorded in Volume 484, Page 289 of the Deed Records of Collin County, Texas, and northeast corner of a called 3.885 acre tract of land described in the deed to State of Texas recorded in Volume 484, Page 275 of said Deed Records of Collin County, Texas;
- (5) **THENCE**, South 89 degrees 45 minutes 56 seconds West, with the common south line of said 30' right-of-way dedication to City of Celina and north line of said 3.885 acre tract of land, passing at a distance of 30.59 feet, a calculated point for the common southwest corner of said 30' right-of-way dedication to City of Celina and southeast corner of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening, said point being the intersection of the existing west right-of-way line of said County Road 84 with the existing north right-of-way line of FM 1461 (variable width right-of-way), in all, a distance of 1,742.21 feet to a calculated point for the southwest corner of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening, said point being the intersection of the existing north right-of-way line of said FM 1461 with the existing easterly right-of-way line of said Lilyana Lane;

EXHIBIT "A"

County: Collin
Highway: FM 1461
STA. 167+99.04 to STA. 185+42.07
R.O.W. CSJ: 1973-01-018

Page 8 of 14
September 19, 2019

Description for Parcel 30 Part 2

- (6) **THENCE**, North 00 degrees 13 minutes 29 seconds West, with the common west line of said 15' Reservation for Future Frontier Parkway / F.M. 1461 Widening and existing easterly right-of-way line of said Lilyana Lane, a distance of 15.13 feet to the **POINT OF BEGINNING** and containing 26,876 square feet or 0.6170 acres of land, more or less.

EXHIBIT "A"

County: Collin
 Highway: FM 1461
 STA. 167+99.04 to STA. 185+42.07
 R.O.W. CSJ: 1973-01-018

Page 9 of 14
 September 19, 2019

Description for Parcel 30 Part 2

NOTES:

The basis of bearing is the Texas State Plane Coordinate System of 1983 North Central Zone (4202), North American Datum (NAD83), 2011 adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TXDOT combined scale factor of 1.000152710. Unit of measurement is U.S. Survey Feet.

**** This monument may be replaced by TXDOT Type II Right-of-Way Marker upon completion of the highway acquisition project under the supervision of a Registered Professional Land Surveyor either employed or retained by TXDOT.**

This survey was performed without the benefit of a title report. There may be easements of record that affect.

A plat of same date accompanies this description.

All stations and offsets shown are calculated relative to the project centerline (FM 1461 centerline).

I, Shaun Marvin Piepkorn, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.



Shaun Marvin Piepkorn
 Registered Professional Land Surveyor No. 6432
 Date: September 19, 2019



1519 Surveying, LLC
 11498 Luna Road, Suite 103
 Farmers Branch, Texas 75234
 Office 214-484-8586
 Texas Firm No. 10194283



MATCH LINE SEE PAGE 12 OF 14

JONATHAN WESTOVER SURVEY
ABSTRACT NO. 1030

CITY OF CELINA
COLLIN COUNTY

EXHIBIT "A"
PAGE 11 OF 14

SNAPDRAGON COURT

(50' RIGHT-OF-WAY)
VOLUME 2017, PAGE 199
O.P.R.C.C.T.

EXISTING R.O.W.

7.5' UTILITY EASEMENT
VOLUME 2017, PAGE 199
O.P.R.C.C.T.

LOT 5, BLOCK A
LILYANA PHASE I
VOLUME 2017
PAGE 199
O.P.R.C.C.T.

LOT 6, BLOCK A
LILYANA PHASE I
VOLUME 2017
PAGE 199
O.P.R.C.C.T.

LOT 7, BLOCK A
LILYANA PHASE I
VOLUME 2017
PAGE 199
O.P.R.C.C.T.

LOT 8, BLOCK A
LILYANA PHASE I
VOLUME 2017
PAGE 199
O.P.R.C.C.T.

LOT 9, BLOCK A
LILYANA PHASE I
VOLUME 2017
PAGE 199
O.P.R.C.C.T.

LOT 10, BLOCK A
LILYANA PHASE I
VOLUME 2017
PAGE 199
O.P.R.C.C.T.

LOT 11, BLOCK A
LILYANA PHASE I
VOLUME 2017
PAGE 199
O.P.R.C.C.T.

LOT 6X BLOCK A
LILYANA PHASE I
VOLUME 2017
PAGE 199
O.P.R.C.C.T.

FOUND 5/8" IRON ROD
WITH CAP STAMPED
"HUITT-ZOLLARS" (CM)

FOUND 5/8" IRON ROD
WITH CAP STAMPED
"HUITT-ZOLLARS" (CM)

FOUND 5/8" IRON ROD
WITH CAP STAMPED
"HUITT-ZOLLARS" (CM)

N 89°46'31" E 1,691.64'

30 PART 2 0.6170 ACRES OR
26,876 SQ. FT.

S 89°45'56" W 1,742.21'

EXISTING R.O.W.

20' WATER EASEMENT
VOLUME 2017, PAGE 199
O.P.R.C.C.T.

15' RESERVATION FOR FUTURE
FRONTIER PARKWAY / F.M. 1461 WIDENING
CITY OF CELINA
VOLUME 2017, PAGE 199
O.P.R.C.C.T.

STATE OF TEXAS
VOLUME 484, PAGE 275
D.R.C.C.T.
CALLED 3.885 ACRES

FM 1461

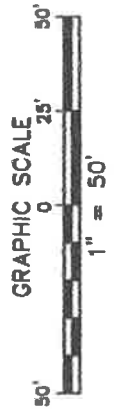
(VARIABLE WIDTH RIGHT-OF-WAY)

APPROXIMATE CITY LIMIT LINE

N 89°47'01" E

175+00

STATE OF TEXAS
VOLUME 484, PAGE 285
D.R.C.C.T.
CALLED 3.558 ACRES
EXISTING R.O.W.



A PLAT OF A SURVEY OF
PARCEL 30 PART 2
FOR FM 1461

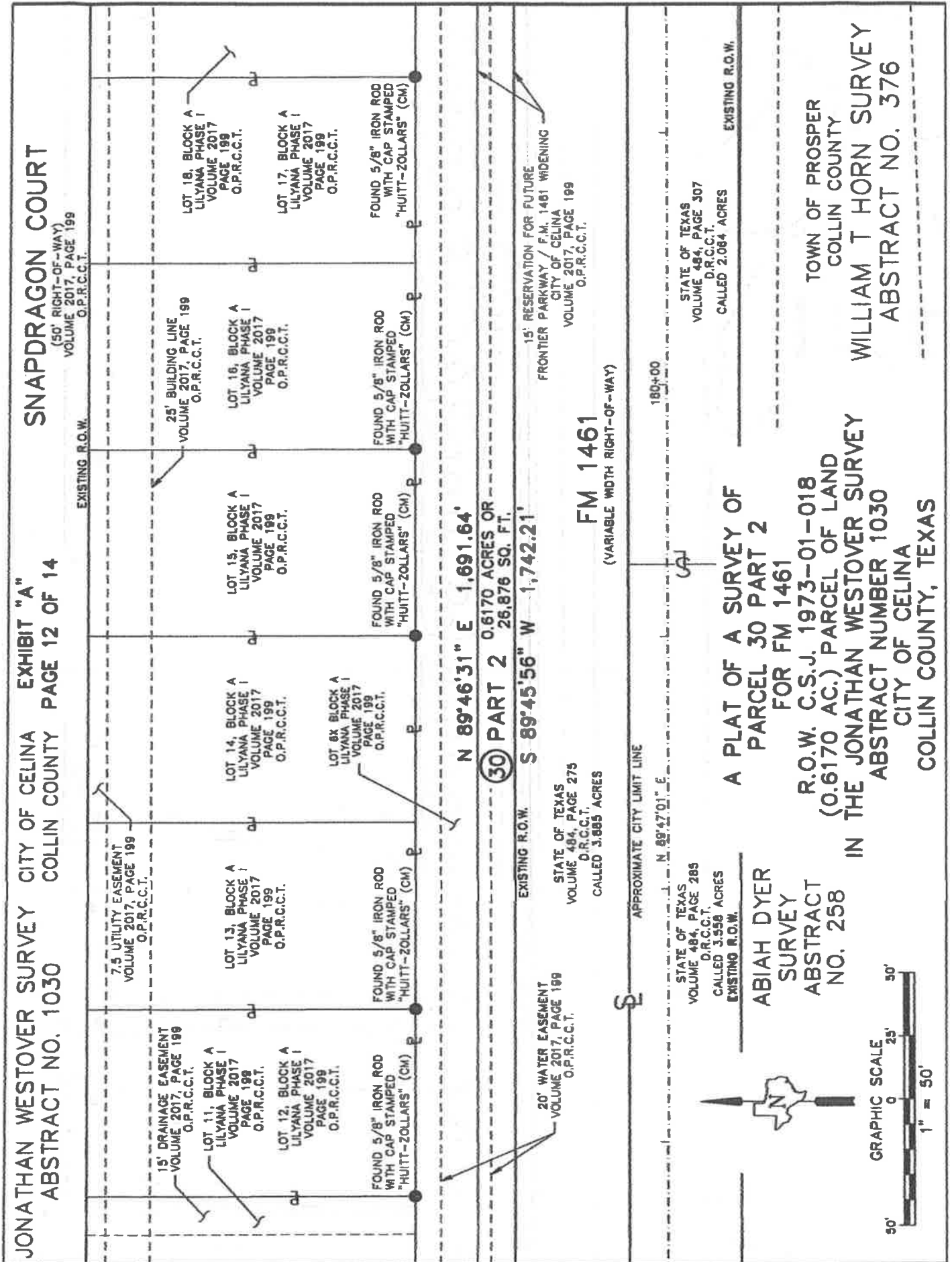
R.O.W. C.S.J. 1973-01-018
(0.6170 AC.) PARCEL OF LAND
IN THE JONATHAN WESTOVER SURVEY
ABSTRACT NUMBER 1030
CITY OF CELINA
COLLIN COUNTY, TEXAS

EXISTING R.O.W.

TOWN OF PROSPER
COLLIN COUNTY
ABIAH DYER SURVEY
ABSTRACT NO. 258

MATCH LINE SEE PAGE 10 OF 14

MATCH LINE SEE PAGE 13 OF 14



MATCH LINE SEE PAGE 11 OF 14

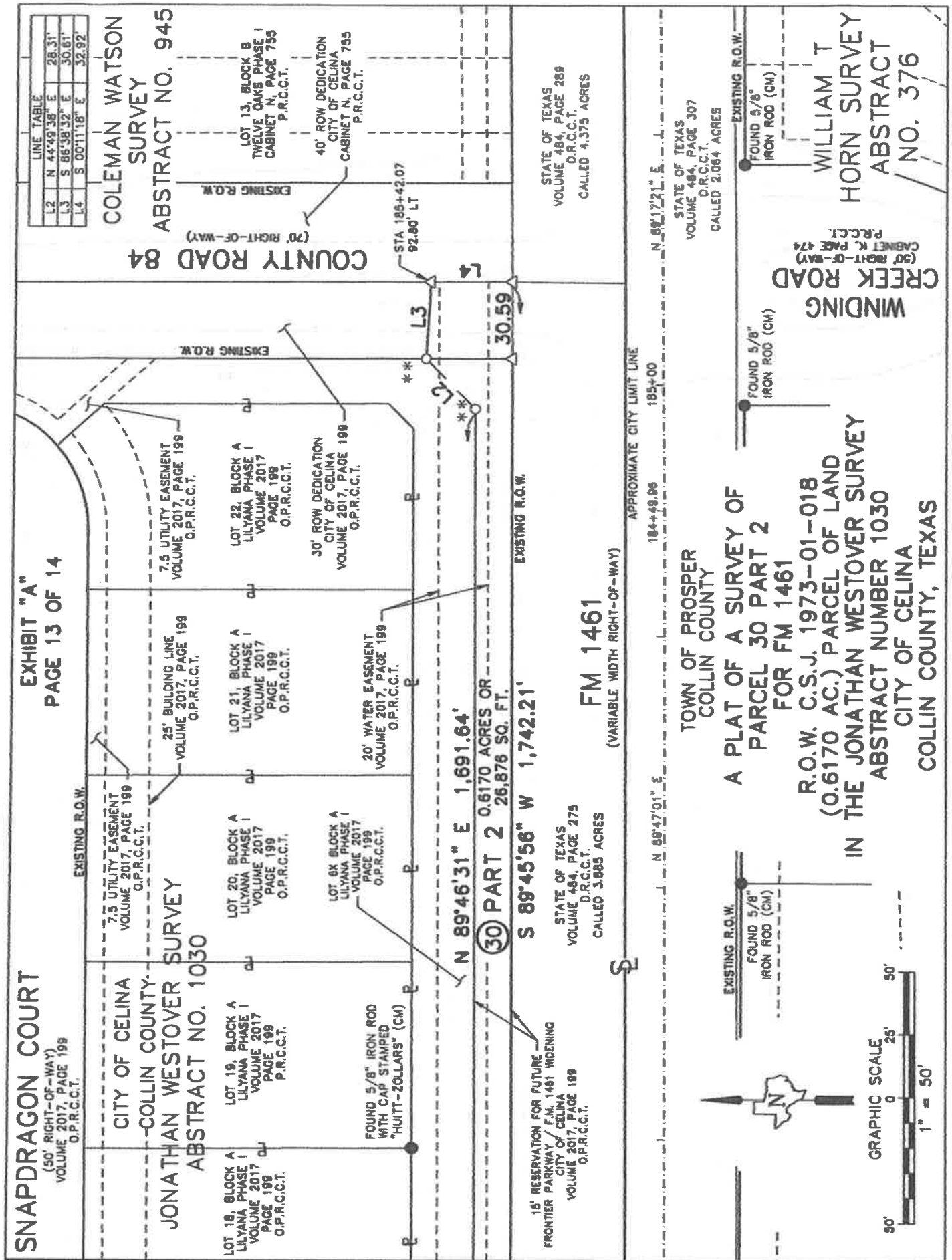


EXHIBIT "A"
PAGE 14 OF 14

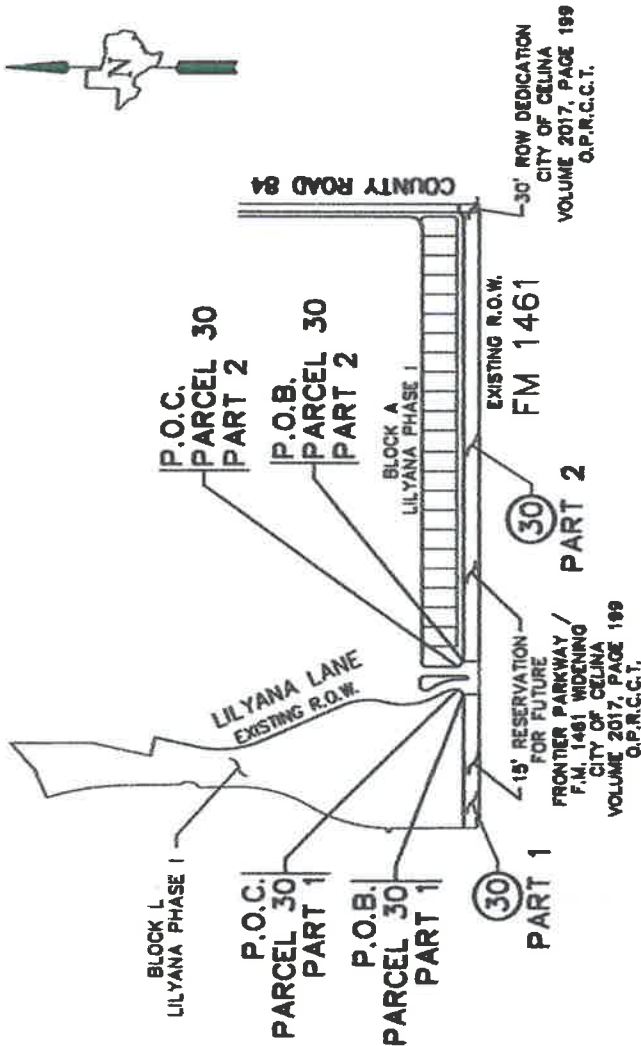
PARENT TRACT INSERT
(NOT TO SCALE)

AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
0.7861 (CALC)	0.7861	0.0000	-

- NOTES:
- THE BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM (NAD 83), 2011 ADJUSTMENT, EPOCH 2010. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE, UNLESS OTHERWISE NOTED, AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT COMBINED SCALE FACTOR OF 1.000152710. UNIT OF MEASURE IS U.S. SURVEY FEET.
 - ** THIS MONUMENT MAY BE REPLACED BY TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY ACQUISITION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.
 - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OF RECORD THAT AFFECT.
 - A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
 - ALL STATIONS AND OFFSETS SHOWN ARE CALCULATED RELATIVE TO THE PROJECT CENTERLINE (FM 1461 CENTERLINE).

LEGEND:

- | | |
|---|---------------------|
| SURVEY LINE | --- |
| EXISTING TXDOT R.O.W. LINE | --- |
| PROPERTY LINE | --- |
| NEW CENTERLINE | --- |
| NEW R.O.W. LINE | --- |
| NEW TXDOT EASEMENT LINE | --- |
| EXISTING EASEMENT LINE | --- |
| BROKEN LINE | --- |
| LAND HOOK (SAME OWNER) | --- |
| TXDOT TYPE I MONUMENT FOUND (UNLESS OTHERWISE NOTED) | ■ |
| MONUMENT FOUND (SIZE & TYPE NOTED) | ● |
| CALCULATED POINT | △ |
| 5/8" IRON ROD WITH A PINK 1-3/4" PLASTIC CAP STAMPED "TXDOT SURVEY MARKER RIGHT OF WAY MONUMENT" SET (UNLESS OTHERWISE NOTED) | ○ |
| ACRES | (CM) |
| DEED RECORDS OF COLLIN COUNTY, TEXAS | AC. |
| EASEMENT | CONROLLING MONUMENT |
| FARM TO MARKET ROAD | D.R.C.C.T. |
| LEFT | (E) FM |
| OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS | LT |
| PLAT RECORDS OF COLLIN COUNTY, TEXAS | O.P.R.C.C.T. |
| POINT OF BEGINNING | P.R.C.C.T. |
| POINT OF COMMENCING | P.O.B. |
| RIGHT | P.O.C. |
| RIGHT-OF-WAY | RT |
| SQUARE FEET | R.O.W. |
| STATE HIGHWAY | SH |



A PLAT OF A SURVEY OF
PARCEL 30
FOR FM 1461
R.O.W. C.S.J. 1973-01-018
PART 1=0.1691 ACRES (7,368 SQ. FT.)
PART 2=0.6170 ACRES (26,876 SQ. FT.)
TOTAL=0.7861 ACRES (34,244 SQ. FT.)
IN THE JONATHAN WESTOVER SURVEY
ABSTRACT NUMBER 1030
CITY OF CELINA
COLLIN COUNTY, TEXAS
SEPTEMBER 19, 2019



SHAUN MARVIN PIEPKORN, R.P.L.S.
TEXAS REGISTRATION NO. 6432



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Catherine Oduro, Engineer
 CC: Andy Glasgow, Director of Engineering
 Date: December 8, 2020
 Re:

Action Requested:

Consider and act upon an ordinance of the City of Celina, Texas, authorizing the future release of the Celina Development LLC easement dedicated as part of Lilyana Phase 1. (Glasgow)

Background Information:

As part of the Lilyana Phase 1 project **Celina Development, LLC** by that certain instrument dated the 6th day of February, 2017, recorded document number 20170206000162810, Deed Records of Collin County, Texas, dedicated an easement for the construction of a temporary turn around and water and sewer stubs for a future phase. With the construction of the Lilyana Phase 3, the easement/ ROW is being incorporated in the new ROW dedicated for Daisy Corner hence City of Celina has determined that there is no longer the need for the easement and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit "A"

Notification:

N/A

Legal Review:

The City Attorney has reviewed the Ordinance and found it acceptable.

Supporting Documents:

- Ordinance

Staff Recommendation:

Staff recommends approval.

RELEASE OF EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF COLLIN §

WHEREAS, by that certain instrument dated the 6th day of February, 2017, recorded document number 20170206000162810, Deed Records of Collin County, Texas, the City of Celina, Texas was granted a right of way, easement and right to construct, reconstruct, replace, remove and perpetually maintain and operate sewer lines, water lines, electric lines and other utilities to provide sewer, water, electric and other utility services to its customers, together with all necessary laterals, along, over, upon and across certain property more particularly described therein, the grantors of such easement being **Celina Development, LLC**, a Texas limited liability company; and

WHEREAS, the City of Celina has determined that it no longer needs the easement and rights conveyed to it by said instrument, and desires to release, remise, and relinquish all such interest created in the above-mentioned instrument insofar as it affects or appertains to the premises described therein, being the same premises described in the attached Exhibit “A”; and

WHEREAS, pursuant to Sec. 272.001, Texas Local Government Code, the City of Celina is authorized to release and convey an easement interest in land to the property owners who own the underlying fee simple;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the City of Celina of the County of Collin, State of Texas, for and in consideration

of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has forever remised, released and relinquished and by these presents does Forever Remise, Release and Relinquish all that certain easement interest created and established in the above-mentioned instrument insofar as it affects or appertains to the premises described in said Exhibit "A."

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2019.

CITY OF CELINA:

Sean Terry, Mayor

Attest:

Vicki Tarrant, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public in and for the State of TEXAS

**Exhibit “A”
to
Release of Easement**

Insert Metes and Bounds Description

Attachment: Lilyana 3_Release of Easement (Release of Celina Development LLC easement- Lilyana Ph. 1)

EXHIBIT "A"

BEING a tract of land situated in the W. Wilhite Survey, Abstract No. 1002, City of Celina, Collin County, Texas, being part of a tract conveyed to Celina Development, LLC, by deed recorded in Document No. 20151123001468620 of the Deed Records, Collin County, Texas (DRCCT), and being all of a temporary turnaround and utility easement recorded in Document No. 20170206000162810 DRCCT, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap found for the most westerly southwest corner of the right-of-way of Daisy Corner Drive, a 60-foot right-of-way created by the final plat of Lilyana Phase 1, an addition recorded in Cabinet 2017, Page 199, Plat Records, Collin County, Texas;

THENCE departing said line, the following:

A curve to the right having a central angle of 42°01'27", a radius of 235.00 feet, a chord of N 48°00'48" W – 168.53 feet, an arc length of 172.36 feet;

N 28°13'13" W, 30.00 feet;

N 61°46'47" E, 60.00 feet;

S 28°13'13" E, 30.00 feet;

N 61°46'47" E, 52.56 feet;

And S 45°16'08" E, 97.12 feet to the west line of Lot 29, Block N, Lilyana Phase 1, from which a 1/2" iron rod with plastic cap found for the northwest corner thereof bears N 18°41'16" E, 73.60 feet;

THENCE S 18°41'16" W, 46.40 feet along the west line thereof to a 1/2" iron rod with plastic cap found on the north line of said right-of-way;

THENCE along said right-of-way, around a non-tangent curve to the right having a central angle of 02°17'13", a radius of 175.00 feet, a chord of N 70°10'08" W – 6.98 feet, an arc length of 6.98 feet;

THENCE S 20°58'28" W, 60.00 feet crossing said right-of-way to the POINT OF BEGINNING with the subject tract containing 17,334 square feet or 0.398 acres of land.

PAGE 1 OF 2



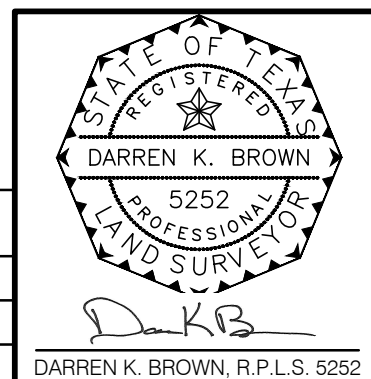
Drawn:	Checked:	Date	Job No.
ED	DKB	10/20/20	16-171

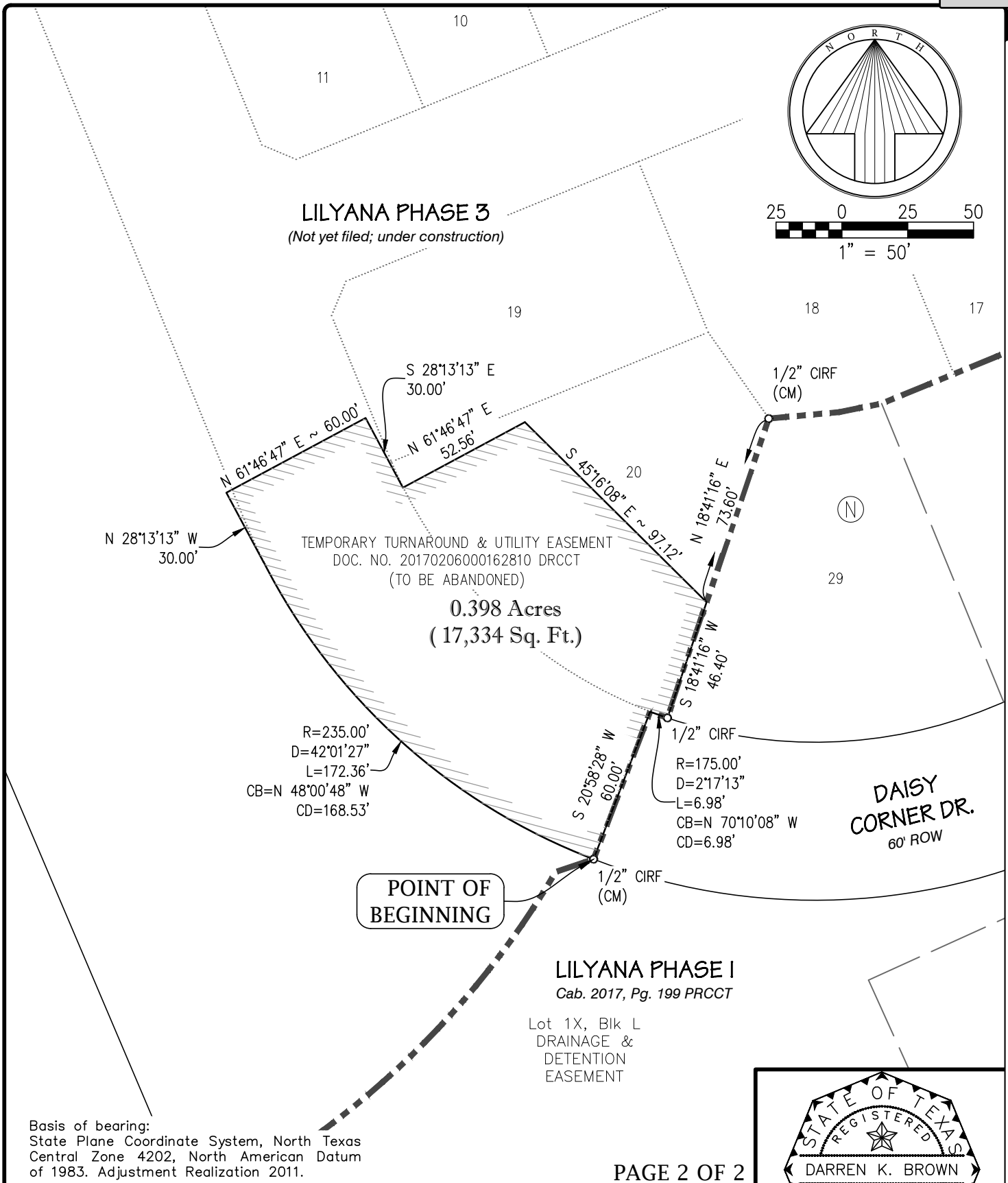
EASEMENT ABANDONMENT

LILYANA PHASE 3

CITY OF CELINA

COLLIN COUNTY, TEXAS

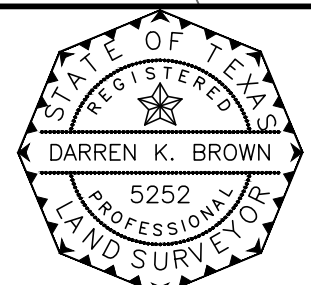




PAGE 2 OF 2

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 ~ Plano, TX 75075 ~ 972.422.0077
TOLPE No F-2121 ~ TOLPE No F-10049100 ~ www.spiars.com

Drawn:	Checked:	Date	Job No.
ED	DKB	10/20/20	16-171

EASEMENT ABANDONMENT**LILYANA PHASE 3****CITY OF CELINA****COLLIN COUNTY, TEXAS**

D.K.B.
DARREN K. BROWN, R.P.L.S. 5252



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Andy Glasgow, Director of Engineering
 CC: Kim Brawner, Executive Director of Public Services
 Date: December 8, 2020
 Re: ILA Between Collin County and the City of Celina for Segment 3 of the Outer Loop

Action Requested:

Consider and act to authorize the City Manager to conduct minor editorial edits and execute an Interlocal Agreement between City of Celina and Collin County for segment 3 of the Collin County Outer Loop. (Glasgow)

Background Information:

This interlocal agreement joins the City of Celina and Collin County together on the Segment 3 of the Collin County Outerloop that runs through Celina. This agreement formalizes each entities' separate responsibilities for the frontage roads and the future main lanes.

Board Review/Citizen Input:

N/A

Alternatives:

Council could not approve the proposed agreement.

Financial Considerations:

The cost of future maintenance will be paid from available funds.

Legal Review:

City attorney has reviewed and approved the proposed amendment.

Supporting Documents:

Interlocal Agreement

Staff Recommendation:

Staff recommends approval of the Interlocal Agreement.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CELINA AND
THE COLLIN COUNTY TOLLROAD AUTHORITY
REGARDING SEGMENT 3 OF THE COLLIN COUNTY OUTER LOOP**

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN	§	

THIS AGREEMENT (herein "Agreement") is entered into effective as of the ____ day of _____, 2020 ("Effective Date"), by and among the CITY OF CELINA, TEXAS, a home-rule municipality existing under the laws of the State of Texas (the "City"), and the COLLIN COUNTY TOLLROAD AUTHORITY, a regional tollway authority and a political subdivision of the State of Texas (the "Authority");

WITNESSETH:

WHEREAS, the Authority is planning to make improvements to Segment 3 of Collin County Outer Loop ("CCOL") from U.S. Highway 75 west to the Collin/Denton County Line (Future Legacy Drive), said improvement, extension, and enlargement to ultimately include the construction of main lanes, service roads, approaches, interchanges, ramps, toll facilities, bridges, and buildings, all of said improvement, extension, and enlargement being known as Collin County Outer Loop, Segment 3 ("County Segment 3"), all in conformance with the provisions of the Regional Tollway Authority Act, Chapter 366 of the Texas Transportation Code, as amended (hereinafter referred to as the "Act"); and

WHEREAS, the City and the Authority have determined that the future construction of the CCOL will provide regional transportation benefits that are in the best interest of their citizens; and

WHEREAS, a portion of County Segment 3 between F.M. Highway 2478 (Custer Road) and the Collin/Denton County Line (Future Legacy Drive) is located within the incorporated limits or extraterritorial jurisdiction ("ETJ") of the City of Celina, as shown on Exhibit "A" hereto, which is hereby made a part hereof ("Segment 3"); and

WHEREAS, the Authority (1) has approved a Technical Alignment for the portion of Segment 3 located between F.M. Highway 2478 (Custer Road) and the Collin/Denton County line (Future Legacy Drive), attached hereto as Exhibit "A", (2) is in the process of preparing conceptual schematic design plans of Segment 3 (the "Project Schematic Design"), which the Authority will submit to the City, (3) is in the process of preparing legal descriptions and acquiring right-of-way for all of the property, including, but not limited to, fee parcels and easements, required for a five-hundred foot-wide (500'-wide) right-of-way, (4) has determined said right-of-way is of sufficient width to construct Main Lanes and Segment 3 Frontage Roads (as both are defined in Section 5.2) and (5) is currently developing engineering plans for construction of two lanes of an ultimate three lane southerly, future east bound service road between the Dallas North Tollroad (DNT) and State Highway 289 (Preston Road) (the "South Service Road"); and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities , and the Regional Tollway Authority Act, Chapter 366 of the Texas Transportation Code authorizes a tollroad authority, to contract with one another to perform governmental functions and services under the terms thereof, and the City and the Authority have determined that mutual benefits and advantages can be obtained by formalizing their agreement as to the separate and distinct issues of importance to them regarding Segment 3 and the matters addressed in this Agreement;

NOW, THEREFORE, in consideration of these premises and the mutual benefits and advantages accruing to the City and the Authority, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Article 1 - Obligations of the Authority

1.1 Surveying. In accordance with applicable statutory requirements, the Authority, at no cost to the City, shall retain a professional surveying firm or firms reasonably acceptable to the Authority to prepare ground surveys, set or establish monuments and property corners, locate features (including all improvements of any kind), prepare survey plats, and prepare legal descriptions for all land which, in the reasonable determination of the Authority is required to be (a) acquired in fee to provide a five-hundred foot wide (500'-wide) right-of-way for this portion of Segment 3, or (b) encumbered with drainage, slope or embankment, temporary construction or detour, or other easement interests, to permit construction and operation of Segment 3, including, but not limited to, the South Service Road.

1.2 Right-of-Way. The Authority, at no cost to the City, has acquired or will acquire in whole or in part (a) fee simple ownership in and to all property required for a five-hundred foot wide (500'-wide) right-of-way strip as depicted in Exhibit "A" (the "Segment 3 ROW") and (b) the appropriate easement interests of suitable length and widths in and to all property as determined by the Project Schematic Design. The Authority shall, receive good and indefeasible fee simple title to all property required for Segment 3, and good title to all easement interests required for Segment 3, subject only to those matters of title reasonably acceptable to and approved by the Authority and free from all liens, rights of assessments, private easements, rights of reverter, and use restrictions. At its option, the City may acquire one or more right-of-way or easement parcels and convey them to the Authority on terms agreeable to the City and Authority. All property and easement interests shall be conveyed or granted to the Authority by such instruments and with such warranties of title as are required by the Title Company (hereinafter defined) as a condition to the issuance of the title insurance described below. The City, if applicable, shall cooperate with Authority's designated General Counsel (hereinafter defined) in (a) reviewing and, to the extent necessary, clearing the status of title to each fee and easement parcel that is to be conveyed or granted by the City to the Authority, and (b) preparing the conveyance instruments for such parcels conveyed or granted by the City to the Authority. The Authority shall review and approve the conveyance instruments and title to all right-of-way parcels before acceptance thereof by the Authority. The Authority shall select and retain one or more title insurance companies to issue, at no cost to the City, owner policies of title insurance insuring good and indefeasible title to the property conveyed to the Authority in fee and good title to easements granted to the Authority, said policies to be subject only to those matters of title reasonably acceptable to and approved by the Authority. Unless and until a right-of-way parcel is conveyed to the Authority, the City, if

applicable, shall operate, maintain, regulate, and police such parcel, and the Authority shall have no responsibility therefore; thereafter, the City's and Authority's respective obligations shall be governed by Article 5 below.

1.3 Project Schematic Design. The Project Schematic Design shall provide the design for the entire County Segment 3, up to the 30% design completion stage, and include, but is not limited to, designs for (a) the service roads, including but not limited to, the South Service Road for initial use as a two-lane, bi-directional service road, and, ultimately, as a three-lane eastbound service road, (b) the main lanes, and (c) all ramps, bridges, cross streets, and major drainable structures comprising County Segment 3. The City supports the Project Schematic Design to be provided to them by the Authority.

1.4 Design Standards. The Authority has ensured that the service roads, including but not limited to the South Service Road, conforms to the proposed design and location of the Main Lanes in Segment 3, is suitable for conversion to use as a service road for Segment 3, and is designed and constructed in accordance with the latest edition and revisions of the American Association of State Highway and Transportation Officials' (AASHTO) Standard Specifications for Highway Bridges, including applicable interim specifications, the Highway Design Division Operations and Procedures Manual of the Texas Department of Transportation ("TxDOT"), TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges, TxDOT's Foundation Exploration Manual, TxDOT's Bridge Design Guide, and the Texas Manual on Uniform Traffic Control Devices (TMUTCD) (collectively, "Design Guidelines"). For all items not discussed in the above-referenced documents, AASHTO's A Policy on Geometric Design of Highways and Streets shall be referenced for guidance. The Project Schematic Design shall conform to the foregoing documents, as well as the Authority's Design Guidelines and the utility-clear requirements described in Section 2.3

1.5 Technical Work Group. All parties shall assist one another in the coordination of design and construction activities and in the efficient scheduling and sequencing of the construction of future components of Segment 3.

1.6 Segment 3 Frontage Roads. The Authority is obligated to design and construct at its sole expense service, frontage and access roads, including but not limited to the Segment 3 Frontage Roads in connection with Segment 3.

Article 2 - Obligations of the City

2.1 City Utilities. The City agrees to direct and oversee the proper installation or relocation of all municipally franchised utilities located in or crossing the Segment 3 ROW so as to minimize conflicts and the necessity for future relocation to accommodate later expansion or other construction.

2.2 Utility Relocation. If the Authority elects to proceed with construction of the Segment 3 project, the Authority shall timely relocate City-owned utilities that, as of the Effective Date, are located in the Segment 3 ROW or are otherwise affected by, or in conflict with, the construction, operation or maintenance of Segment 3 ("Existing City Utilities") at the Authority's sole expense or, at the City's option, the Authority shall reimburse the City for the City's cost of

said relocation work. Should the City elect to complete the relocation work for the Existing City Utilities, City shall cause any and all necessary relocations to be completed in a timely manner so as to avoid any delay in any portion of the construction of Segment 3. If the City elects to have the Authority perform the relocation work for the Existing City Utilities, the Authority, its engineer(s) and contractor(s), at the Authority's sole expense, shall design and undertake said relocation, and the City provide, at the Authority's expense, quality assurance inspection services during said relocation and adjustment, all as may be more specifically set forth in a Subsequent Agreement (as defined in Section 6.4 of this Agreement). **The City shall, at its expense, relocate any City-owned utilities that are in conflict with the Segment 3 project that were placed after the Effective Date. The Authority will timely make available to the City any schematics or design plans that have been prepared to use in conjunction with future placement of City-owned utilities so as to facilitate the placement of utilities in locations that do not conflict with the Segment 3 project.** The Authority shall provide utility easements to the City, at no cost to the City, for each utility relocation within the Authority's right-of-way prior to the City relocating its utilities. The City shall not be responsible for the relocation work for any utility not owned and operated by the City.

2.3 Utility-Clear Zones at CCOL Overpasses. If the Authority elects to proceed with construction of the Main Lanes in Segment 3, the relocation of City-owned utilities during the design of the Main Lanes for Segment 3 shall be governed by Section 2.2. Relocations shall be made in such a manner to provide an unobstructed zone for the overpass bridge foundations at each location where Segment 3 crosses over existing or proposed City streets. This utility clear zone shall be located between four feet (4') and twelve feet (12') behind the back of curb of the through traffic lanes of the ultimate cross street width. The Authority will design the overpass bridges to accommodate the ultimate cross-street widths as determined by the City. The City has provided such widths to the Authority, which shall be incorporated into the Project Schematic Design. If the Authority determines that the Segment 3 bridge foundation elements are required in the center median of cross streets, an eight foot (8') wide utility clear zone shall also be provided by the City. Unless otherwise approved in the final construction plans, the utility clear zone shall extend not less than two hundred fifty feet (250') in either direction of the Segment 3 centerline (five hundred feet [500'] total). This clear zone is not intended to prohibit any city utilities that are located within and parallel to the ROW lines of the Outer Loop according to an agreement between the City and the Authority. The City shall cause any and all necessary relocations to be completed in a timely manner so as to avoid any delay in any portion of the construction of Segment 3.

2.4 Specifications for Utility Lines. Exhibit "B" attached hereto and made a part hereof contains the Authority's specifications and regulations for the placement of public utilities in or across the Authority's rights-of-way. The City agrees to comply with all applicable laws and such specifications and regulations in connection with any request to place utilities in or across Segment 3 ROW.

2.5 Soundwalls. It is the intent of the Authority to use Federal Highway Administration (FHWA) guidelines for the determination as to whether or not soundwalls (sometimes known as noise walls), screen walls, retaining walls or similar structures will be considered as a condition to operating Segment 3, or any portion thereof. If it is determined that sound walls will be constructed adjacent to residential properties or other properties eligible for protection under the FHWA guidelines that were zoned for a residential use, or other zoning use

eligible for protection under the FHWA guidelines, prior to the Effective Date, the Authority will pay the cost of the construction of the sound walls. For any residential properties eligible for protection under the FHWA guidelines that are zoned for residential use after the Effective Date, the City will determine whether or not sound walls are necessary and pay for any sound walls constructed in those areas. In either case sound walls will be located to maximize the effectiveness of the sound reduction to the adjoining properties, within the limits of what is allowed by the necessary geometric design of the Segment 3 project. The sound walls will be maintained by the Authority if the walls are located in the Main Lane Area, as defined by Section 5.2, or by the City if the walls are located in the Segment 3 Frontage Road Area, as defined in Section 5.2.

Article 3 – Additional Obligations of the Authority

3.1 Design of Main Lanes. If the Authority proceeds with construction of the Main Lanes in Segment 3, the design of the Main Lanes shall be according to the Authority's design criteria and standards, including, but not limited to, its Design Guidelines. In such event, the Authority shall implement a technical work group similar to the one described in Section 1.5 to aid in communication, coordination, and review during the design process for the Main Lanes. The technical work group shall meet regularly during the development of the main-lane design. The City shall assign an active, qualified, and authorized decision-making member to the technical work group; provided, however, that except as expressly provided otherwise in this Agreement, the Authority's determination of the design, alignment, location, grade, composition and construction methods employed for the Segment 3 or any components thereof shall be made in its discretion and shall be final.

3.2 Conveyance of Frontage Roads to the City. The Authority shall convey to the City a permanent perpetual easement for street purposes and right-of-way within the corporate limits and ETJ of the City of Celina on which Segment 3 Frontage Roads have been constructed. The City thereafter shall operate, maintain, regulate and exercise its police powers over said Segment 3 Frontage Roads, and the Authority shall have no responsibility therefor.

3.3 Annexation. This Agreement constitutes the consent of the Authority to the City's full purpose annexation of the Segment 3 ROW between F.M. Highway 2478 (Custer Road) and the Collin/Denton County line (Future Legacy Drive) owned by the Authority. The Authority agrees to provide any voluntary petitions or other documentation requested by the City to facilitate the annexation of the Segment 3 ROW into the corporate boundaries of the City. The Authority hereby represents that it is the sole owner of the Segment 3 ROW.

Article 4 - Further Agreements

4.1 Support of Segment 3. Each of the parties agrees to take all actions consistent with this Agreement that are reasonably necessary in the furtherance of the purposes hereof. Without limiting the generality of the preceding sentence, upon request by the Authority, the City agrees to (a) acknowledge its approval of and support for the Authority's financing, design, construction, operation and maintenance of Segment 3 as a freeway or turnpike project, (b)

acknowledges its support of the Authority in the necessary environmental clearance and review process for Segment 3, and (c) provide such information and administrative support as may be reasonably requested by the Authority, TxDOT, FHWA, or any other governmental or quasi-governmental entity in the environmental application and review process or with regard to the Studies. If the Authority elects to proceed with construction of Segment 3 as a freeway or turnpike project, the parties agree to coordinate and conduct all necessary public hearings and public participation efforts required to initiate and complete Segment 3. The City shall coordinate and assist the Authority with respect to such matters. The parties shall make every reasonable effort to maintain communication with the public and with their respective representatives regarding the progression of Segment 3 review process. In addition, the City agrees to administratively assist and join with the Authority in obtaining the various approvals, permits and agreements required of the applicable governmental entities and agencies, with federal, state or local jurisdictions, regarding Segment 3.

4.2 Construction Staging Areas. If the Authority elects to proceed with construction of Segment 3 as a project, the City shall, if requested by the Authority, provide on a temporary basis as described below any available, as determined solely by the City, right-of-way located along Segment 3 for the Authority's exclusive use as a staging area during the construction of Segment 3. Such areas may be used for the placement and operation of construction site trailers, temporary material disposal, temporary embankments or shoring structures, the operation of a concrete and/or asphalt batch plant, and for any other purpose related to the construction of Segment 3. During its use of the staging areas, the Authority shall use all reasonable efforts to maintain the property in an orderly condition, free from excessive debris and clutter. Upon completion of construction activities for Segment 3 or cessation of the Authority's use of the staging areas, whichever comes first, the Authority shall promptly return the staging areas to the City or the County, as applicable, in a condition comparable to when received for use by the Authority.

4.3 Signalization. If the Authority elects to proceed with construction of Segment 3 as a freeway project, the City (with respect to property within its corporate limits), shall, in conjunction with the design of Segment 3, design, prepare and issue construction plans and specifications, take bids, award contracts and purchase orders, and shall install, test, supervise and maintain (or cause the same to be done) any temporary or permanent traffic signalization systems at the intersections of the City's streets with Segment 3, and also shall relocate, at its sole expense, any traffic signals conduit, controllers or any other related facilities that may be required for the construction of Segment 3 (collectively, the "Signalization Work"). The City shall ensure that the design and performance of the Signalization Work (including all related relocation and installation activities) do not delay or impede the construction, opening to traffic or subsequent operation of Segment 3. To that end, the City shall submit plans and specifications for the Signalization Work to the Authority for its review and approval prior to commencing any of the Signalization Work, provided that the Authority's review and approval shall not impose any obligation or liability on the Authority with respect to the Signalization Work or alter or abrogate any of the City's obligations pursuant to this Agreement. The Authority shall cooperate with the City in providing and determining the location of the Signalization Work. Notwithstanding the foregoing, at the City's request, the Authority shall agree to undertake the installation and subsequent removal of temporary traffic signalization systems at the City's cost

upon terms set forth in a Subsequent Agreement (as defined below). Upon completion of the Signalization Work, the City agrees to operate and maintain the described traffic signalization systems at no cost to the Authority and to assume the responsibility for provision of all electrical power required for signal operations, including that required during construction and test periods. Nothing contained in this Agreement shall impose upon or create for the Authority any responsibility for (a) the proper design, operation or maintenance of traffic signalization along Segment 3 or (b) the police enforcement required for securing compliance with the traffic signals described in this Agreement.

4.4 Drainage Map Revisions. If the City determines that it is necessary or desirable to obtain a Letter of Map Revisions (“LOMR”) and/or Conditional Letter of Map Revisions (“CLOMR”) for the diversion of storm water runoff or the disturbance of any channel sections within its rights-of-way along Segment 3, the City agrees to submit all applications required to obtain a LOMR and/or CLOMR from the Federal Emergency Management Agency (“FEMA”) and the Authority shall reimburse the City for the City’s cost of obtaining a LOMR and/or CLOMR. The City shall be responsible for the permitting process, including design, field survey, print fees and any document revisions that are necessary to complete a LOMR and/or CLOMR, provided that the Authority shall reimburse the City for the City’s permitting costs and shall provide technical information and assistance required to prepare the application. The City agrees to use its reasonable efforts to secure approvals from FEMA and from any property owners affected by any proposed map revisions. The Authority and City shall take the steps necessary to expedite and avoid delays in the application process for the LOMR or CLOMR. The City agrees to promptly contact the Authority regarding technical and other matters requiring assistance from the Authority’s staff or agents. If easements across private property are required to effect a proposed map revision determined by the City to be necessary or desirable and to accommodate the drainage improvements related to and necessitated by Segment 3, the Authority shall be responsible for acquiring the easements at its sole cost. The City and Authority acknowledge and agree that if the map revisions indicate the passage on, over, through or under City-owned property, the City shall grant the necessary easements and the Authority shall pay the City market value for the City-owned property.

Article 5 - Maintenance

5.1 Conditions. The provisions of this Article 5 are conditioned upon the Authority’s election to proceed with the construction of the Segment 3 project; provided, however, that all provisions regarding the Segment 3 Frontage Roads shall apply with respect to the South Service Road, regardless of whether the Authority elects to proceed with the other elements of the Segment 3 project.

5.2 Summary of Terms and Maintenance Obligations. The South Service Road and all other subsequent service or frontage roads comprising Segment 3 are hereinafter referred to as the “Segment 3 Frontage Road(s).” The eastbound and westbound main lanes, together with all ramps extending to or from said lanes up to their gore nose or intersection with the applicable Segment 3 Frontage Roads or other streets, are hereinafter referred to as the “Main Lanes”; the portion of the Segment 3 ROW on which the Main Lanes are situated is referred to as the “Main Lane Area”; and the remaining portion of the Segment 3 ROW is hereinafter referred to as the “Segment 3 Frontage Roads Area.” The Authority shall be responsible for the operation,

maintenance, policing, regulation and repair of the Main Lanes, and the City shall be responsible for the operation, maintenance, policing, regulation and repair of the Segment 3 Frontage Roads, all as more specifically set forth in Sections 5.3 and 5.4 below. The maintenance provisions of this Agreement shall apply to those portions of the Segment 3 Frontage Road Area comprising the portion of Segment 3 in the City's corporate limits.

5.3 Authority Maintenance Responsibilities. With respect to Segment 3, the City and the Authority acknowledge and agree that the Authority has the responsibility to do each of the following:

- (a) Maintain all the Segment 3 improvements, including, but not limited to, the performance of all mowing, snow/ice control, and the collection and removal of debris, within the limits of Main Lane Area.
- (b) Maintain all improvements constructed by the Authority as a part of the Segment 3 exit and entrance ramps within the limits extending from the Main Lane Area to the ramp gore nose at the applicable Segment 3 Frontage Road.
- (c) Repair and maintain all soundwalls, screen walls, retaining walls and similar structures, if any, within the limits of the Main Lane Area.
- (d) Maintain the fence and guardrail, if any, placed along and between the Main Lane Area and the Segment 3 Frontage Roads Area used to protect ramp entries.
- (e) Maintain all the Segment 3 illumination structures, if any, including under-bridge luminaires, but specifically excluding all Segment 3 Frontage Road illumination and street intersection illumination.
- (f) Maintain complete bridge structures that carry the Main Lanes over the City's streets.
- (g) Maintain structural bridge components carrying the City's streets over the Main Lanes.
- (h) Maintain all the Segment 3 trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding Segment 3 within the corporate limits of the City.
- (i) License, permit, and regulate utility construction and maintenance along and across the Main Lanes.

5.4 City Maintenance Responsibilities. The City will maintain the elements listed below using an asset management system, that includes at a minimum (1) proactive preventive maintenance inspections conducted at intervals appropriate to the element being inspected and (2) standards by which decisions are made to make repairs or apply preventive maintenance processes. The asset management plan will be submitted to the Authority by the opening of the first Segment

3 Frontage Road, and updates to the plan will be submitted as they are prepared. The results of inspections and reports of repairs and preventive maintenance conducted in the prior five-year period will be submitted to the Authority by June 1 following the end of each five-year period. With respect to Segment 3, the City and the Authority acknowledge and agree that the City has the responsibility to do each of the following:

- (a) Repair and maintain all the City's streets over and under the Main Lanes and all Segment 3 Frontage Roads, including all traffic signal systems, luminaires, other illumination structures, and foundations therefor, in substantial conformity with the City's roadway standards.
- (b) Repair and maintain all storm water conduits and receivers, both open and closed, on, along and across the Segment 3 Frontage Roads Area and maintain any drainage, utility, right-of-way or other easements situated thereon for the purpose of serving Segment 3.
- (c) Repair and maintain all soundwalls, screen walls, retaining walls and similar structures within the Segment 3 Frontage Roads Area, if any.
- (d) Maintain all unpaved Segment 3 ROW not otherwise identified herein as a responsibility of the Authority.
- (e) Keep the vegetation mown, maintain all landscaping and irrigation systems, and remove, collect and dispose of unauthorized signs, debris and trash accumulated in the Segment 3 Frontage Roads Area not otherwise identified herein as a responsibility of the Authority.
- (f) Maintain and, as necessary, modify guardrail and fences, if any, along the Segment 3 Frontage Roads and the City's streets crossing over and under the Main Lanes.
- (g) Maintain and, as necessary, modify or supplement all traffic regulatory and directional signs and all pavement traffic markings on the Segment 3 Frontage Roads and on the City's streets over and under the Main Lanes, except Segment 3 trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding Segment 3.
- (h) Furnish all sweeping, flushing, snow/ice control services (as the City determines to be appropriate) and other public safety services on the Segment 3 Frontage Roads and on the City's streets crossing over and under the Main Lanes.
- (i) License, permit, and regulate all driveway and street connections to the Segment 3 Frontage Roads, and otherwise maintain proper control of access in relation to ramps to and from the Main Lanes.

The City acknowledges and agrees that the Authority shall have no responsibility or obligation to operate, maintain, police, regulate and provide public safety functions for the Segment 3 Frontage Roads and/or with respect to the Segment 3 Frontage Roads Area.

5.5 Emergency Services. With respect to Segment 3, the City and the Authority acknowledge and agree that within the City's corporate boundaries, the City shall have the responsibility to provide police, fire, "haz-mat", and EMS services for Segment 3, including but not limited to the Main Lanes and Segment 3 Frontage Roads, in the same manner as such services are provided within the entire corporate boundaries.

Article 6 - General Provisions

6.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and end on the earlier to occur of (a) the complete performance by the parties hereto of all provisions of this Agreement or (b) upon determination by the Authority that it is not going to construct Segment 3. If the Authority determines in its sole discretion that it is terminating the design or construction of Segment 3, the Authority shall notify the City in writing of its intent to terminate this Agreement, which shall become effective immediately upon the City's receipt of said notification. Notwithstanding the foregoing, the provisions of Article 5 and Section 6.8 hereof shall remain in full force and effect notwithstanding any such termination.

6.2 Service Roads. Subject to termination under Section 6.1 above, the Authority is obligated to design, construct the Segment 3 Frontage Roads, and immediately upon substantial completion of construction, transfer ownership thereof to the City. The Authority shall be responsible for designing and constructing at its sole expense any Segment 3 Frontage Road, and underpass U-turns and U-turn deceleration lanes along any Segment 3 Frontage Road, and that to the greatest extent practicable, the Authority shall design and construct bridges for Segment 3 so as to accommodate said lanes. The City agrees to maintain and operate at its sole expense any Segment 3 Frontage Road and underpass U-turns and U-turn deceleration lanes along any Segment 3 Frontage Road after the Authority designs, constructs and transfers said roads to the City. The City shall ensure that the operation and maintenance of such facilities will not delay or impede any phase of the construction of Segment 3 or the subsequent operation thereof. The City agrees that the Segment 3 Frontage Roads will not be operated or maintained in such a manner so as to impede access to or egress from the Main Lanes, and, without limiting the foregoing, in exercising its authority to license, permit and regulate driveway permits for the Segment 3 Frontage Roads, the City shall maintain control of access consistent therewith and with all other applicable terms of this Agreement.

6.3 Cross Streets or Roads. If the City desires at any time to construct or modify a cross street or road over or under Segment 3, it shall contact the Authority and thereafter take all steps the Authority reasonably deems necessary or desirable to ensure that the design, construction, maintenance, and operation of the cross street or road does not impair or interfere with the design, construction, operation, or maintenance of Segment 3. The City shall submit the plans for any such proposed cross street or road to the Authority for the Authority's review, which shall be completed within a reasonable time period so as to not the delay the City's construction, and the applicable construction contract shall not be let unless and until the Authority approves the plans in writing. Thereafter, the cross street or road shall be constructed in accordance with the approved plans and the Authority shall have the right to make such inspections and testing it desires to confirm same. Without limiting the foregoing, the City at its sole expense shall cause any cross

street or road to be designed and constructed to accommodate the profile grade design of Segment 3. The City also shall cause its staff and consultants to meet and communicate with the Authority regularly during the design and construction phases of any cross street or road, and the Authority shall reasonably cooperate and with the City in advancing the design and construction of any cross street or road complying with the provisions of this Section 6.3. The Authority shall provide any easements or rights-of-way needed by the City from the Authority for a cross street or road, at no cost to the City.

6.4 Subsequent Agreements. When the Authority determines, in its sole discretion, to construct any segment of Segment 3, the Authority and City agree to negotiate, in good faith, such agreement(s) as may be necessary related to the construction, operation and maintenance of Segment 3 and not addressed in this Agreement (whether one or more, the “Subsequent Agreements”). The Subsequent Agreements may, among other things, (a) specify the final alignment of and/or final schematics for Segment 3 and (b) more precisely delineate cost sharing between the parties, responsibilities for property acquisition and transfer, details and timing for the Authority’s construction and City’s operation and maintenance of the Segment 3 Frontage Roads, details and timing of interchanges and traffic control devices (including specific project limits), details and timing regarding the relocation of utilities, and such other terms as may be appropriate to ensure the physical integrity of Segment 3. Although the precise terms of the Subsequent Agreements shall be negotiated at a later time, none of those terms shall conflict with any provision of this Agreement, absent the specific agreement of the parties to the contrary, and all such Subsequent Agreements otherwise shall be consistent with the provisions hereof. Notwithstanding, nothing in this Agreement shall alter the legislative power of the governing body of the City.

6.5 Control of Authority Facilities and Operations; Nonapplicability of Certain City Codes to Segment 3. The City acknowledges and agrees that as to the construction and operation of Segment 3, the Authority is not subject to any zoning, building and development codes and/or ordinances promulgated and enforced by the City, except as set forth in Section 6.6, and that the City shall not assess against the Authority any development, impact, license, zoning, permit, building, connection or construction fee(s) of any kind with respect to the construction or operation of Segment 3. The City acknowledges that as a result of federal and/or state regulations, traffic control concerns, work sequencing or weather-related issues or general scheduling matters, the Authority may be required to perform construction activity at night, and the City agrees to accommodate and support such activity, if necessary, upon receiving reasonable prior notice thereof by the Authority.

6.6 Storm Water Permitting. The City will permit the Authority to connect to the City’s municipal separate storm sewer and storm water drainage systems (the “MS4”), if any, and the City will provide easements and other interests and make such enlargement or other betterment work required for the efficient discharge of project storm water from Segment 3. If the Authority must seek permitting for storm water discharges or outfalls, the City agrees, at the Authority’s option, to either (1) include the Authority as a co-permittee in the City’s MS4 storm water permit applications or (2) provide the information and assistance necessary to allow the Authority to seek an individual permit for the MS4 operated by the Authority within the corporate limits of the City. If the Authority is unable to permit individually, the City will submit all permits and conduct all storm water quality testing and reporting, and the Authority shall promptly reimburse the City for

all additional actual costs that result. At the City's request, the Authority will provide the City with technical information and assistance required to prepare the applications. Whether an individual or co-permit is obtained, the City and the Authority agree as follows:

(a) The Authority shall comply with all City ordinances, requirements, regulations, and standards for storm water drainage, including but not limited to, debris separators to minimize first flush and sediment.

(b) The Authority will be responsible for the construction, operation, maintenance and inspection of the MS4s it owns within the Main Lane Area unless otherwise provided in a Subsequent Agreement with the City. The City shall be responsible for the construction, operation, maintenance and inspection of the MS4s it owns.

(c) Each party will submit its own proposed storm water management program as part of its MS4 permit application and will be responsible for implementing the program on the MS4 for which it is the operator and for complying with the conditions of its storm water permit relating to the program.

(d) Each party will implement procedures to investigate, detect and abate unlawful discharges and improper disposal into the MS4s that each party operates. If discharges to the MS4 operated by the Authority are involved, the City and the Authority shall consult with each other on water quality problems attributable to third parties, and will coordinate efforts to initiate a mutually acceptable response to minimize or eliminate the water quality problem. At the Authority's request, the City will enforce the City's regulations regarding the contribution of pollutants to the MS4 caused or occurring within the Authority's right-of-way, provided that the Authority's right to abate or otherwise regulate the same third-party conduct shall not be affected thereby.

(e) The Authority will use reasonable efforts to control pollution in storm water that originates on the Authority's right-of-way, as required by the conditions of its MS4 storm water permit. The City will use reasonable efforts to control pollution in storm water discharged onto the City's right-of-way, as required by the conditions of its MS4 storm water permit.

(f) Each party will promptly notify the other if it knows of a release of oil or a hazardous substance in an amount that may be harmful and that may be introduced into the other party's MS4.

(g) After reasonable notice to and approval by the Authority and subject to safety and traffic-control measures required by the Authority in response to such notice, the City may enter the Authority's right-of-way to conduct inspections reasonably related to monitoring compliance with storm water pollution laws by parties other than the Authority. Without limiting the foregoing, any activity performed by the City, its agents, employees or contractors on the Authority's right-of-way shall comply with all applicable, local, state and federal laws and regulations.

(h) The Authority may incorporate into its MS4 permit applications and reports the results of the City's tests conducted in connection with its MS4 storm water permits, including "wet-weather" monitoring results (whether under the wet-weather monitoring program coordinated by the North Central Texas Council of Governments or otherwise) and "dry-weather" field screening.

(i) The City and the Authority each may incorporate into its respective MS4 permit applications and reports information from the permit applications or reports filed by the other.

6.7 Billboards. With respect to billboards or similar outdoor signs within the Main Lane Area, the Authority shall follow its current policy removing all existing billboards and similar outdoor signs when acquiring real property and terminating all leases and other instruments pertaining thereto, to the greatest extent practical and permissible under applicable law. The City agrees to cooperate with the Authority to prohibit and eliminate the presence of billboards or other similar outdoor signs that would or could be visible from the traveled portion of Segment 3. The City shall be solely responsible for the removal of any billboards and similar outdoor signs situated within that portion of the Segment 3 ROW the City acquires and conveys to the Authority pursuant to Article 1. The Authority agrees that, to the extent permitted by law, it shall not consent to or permit the future construction or installation of billboards or similar outdoor signs on, or visible from, the Segment 3 ROW.

6.8 No Liability. Nothing in this Agreement shall be construed to place any liability on the City, the Authority, or any of the Authority's, the City's respective employees, consultants, contractors, agents, servants, directors or officers for any alleged personal injury or property damage arising out of the Segment 3 evaluation, design, construction or operation, or for any alleged personal injury or property damage arising out of the City's operation, policing, regulation, maintenance or repair of the Segment 3 Frontage Roads, the Segment 3 Frontage Roads Area or the City's streets connecting to or crossing Segment 3. Furthermore, it is not the intent of this Agreement to impose upon the City or the Authority any liability for any alleged injury to persons or damage to property arising out of any matters unrelated to the terms of this Agreement or with respect to any actions undertaken by any consultant or contractor employed or engaged by the Authority or the City. Nothing herein shall be construed as a waiver of any rights which may be asserted by the City, the Authority, and/or their officials, including the defense of governmental immunity, sovereign immunity, official immunity or qualified immunity.

6.9 Financing. The Authority intends to finance the design and construction of Segment 3 with proceeds from the sale of one or more series of municipal bonds and/or other financing, which bonds or other products also may include amounts for refunding all or certain Authority or Collin County bonds previously issued by the Authority (collectively, the "Financing"). All of the Authority's obligations regarding the construction of Segment 3 are contingent and conditioned upon the successful sale of said municipal bonds or other actions pertaining to the Financing and the Authority's receipt of the proceeds from the Financing. If reasonably requested by the Authority, the City shall promptly cooperate with the Authority by providing assurances or other information reasonably necessary for obtaining the Financing, including assurances and information contained in any official statement or similar document

7.4 Severability. If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

7.5 Written Amendments. Any change in the agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the City and the Authority.

7.6 Limitations. All covenants and obligations of the City and Authority under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the City or the Authority shall have any personal obligations or liability hereunder.

7.7. Sole Benefit. This Agreement is entered into for the sole benefit of the City, the Authority and their respective successors, and nothing in this Agreement or in any approval subsequently provided by any party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

7.8 Authorization. Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Agreement. Each signatory on behalf of the City and the Authority, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

7.9 Choice of Law; Venue. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas and exclusive venue for any legal actions arising hereunder shall be in Collin County, Texas.

7.10 Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

7.11 Waiver. No delay or omission by any party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the parties hereto of any of the covenants, conditions or agreements to be performed by any other party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

7.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.

7.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

7.14 Headings. The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

7.15 Expenses For Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

7.16 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). The specified time for performance shall be extended by the numbers of days of delay caused by the Force Majeure Event. The extension of time to perform allowed by this Section 7.16 shall not apply unless, upon the occurrence of a Force Majeure Event, the party needing additional time to perform notifies the other party of the Force Majeure Event, the detailed plan for handling the Force Majeure Event, and the amount of additional time reasonably required to resume performance within ten (10) business days of the occurrence of the Force Majeure Event.

7.17 Payment from Current Revenues. The obligations of each party under this Agreement will be paid from then- available current revenues or bond proceeds.

7.18 Governing Bodies to Approve. The governing body of the Authority and the governing body of the City each must approve this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day above stated.

CITY OF CELINA, TEXAS

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, of the City of Celina, Texas, on behalf of said city.

Notary Public, State of Texas

**COLLIN COUNTY TOLLROAD AUTHORITY
COLLIN COUNTY, TEXAS**

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, _____ of Collin County, Texas, on behalf of said authority.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

**CITY OF CELINA
142 N. OHIO STREET
CELINA, TX 75009**

Exhibit A
PORTION OF SEGMENT 3 SUBJECT TO THIS AGREEMENT

EXHIBIT B
COLLIN COUNTY TOLLROAD AUTHORITY

**SPECIFICATIONS FOR PLACING WATER, SEWER, GAS AND
OIL LINES AND CONDUIT WITHIN THE RIGHTS-OF-WAY OR
CROSSING TURNPIKE PROJECTS**

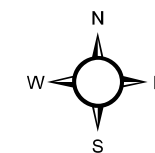
1. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6" horizontal layers by approved hand-operated mechanical tamping equipment. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
2. Where sodding is disturbed by excavation or backfilling operations, such areas shall be replaced by 100% Bermuda block sod, regardless of slope.
3. Crossing under surfaced roads and under surfaced cross roads within the Project shall be placed by boring. Boring shall extend from crown line to crown line. All lines under the Project carrying pressure shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. All utilities under a tollway pavement shall be encased in a separate structure from the actual utility line. This can be steel, concrete or plastic, designed to support the load of the highway.
4. Operations shall be performed in such manner that all excavated material be kept off the pavements at all times, as well as all operating equipment.
5. Barricades and warning signs and flagmen when necessary shall be provided by the Contractor or Owner. No main lane, ramp lane closures, nor blocking of any portion of the roadway may be made without specific written approval of the Authority.
6. All excavations within the right-of-way and under the proposed roadway embankment, and/or proposed surfacing, will be backfilled by tamping in 6" horizontal layers by approved hand-operated, mechanical tamping equipment to the density at optimum moisture content required by the North Texas Tollway Authority.
7. Minimum cover above the top of pipe conduit or encasement shall be 2'-0" or as required by the Authority.
8. Any right-of-way fence shall be left undisturbed during construction and may not be cut or moved within the permission of the Authority. Any moving, cutting, or damage to the right-of-way fence by the Utility Company shall be replaced at the Utility Company's expense to the satisfaction of the Authority.

The cutting or mutilating of trees and shrubs will not be permitted without the written approval
of the Authority.

Outer Loop ROW Exhibit

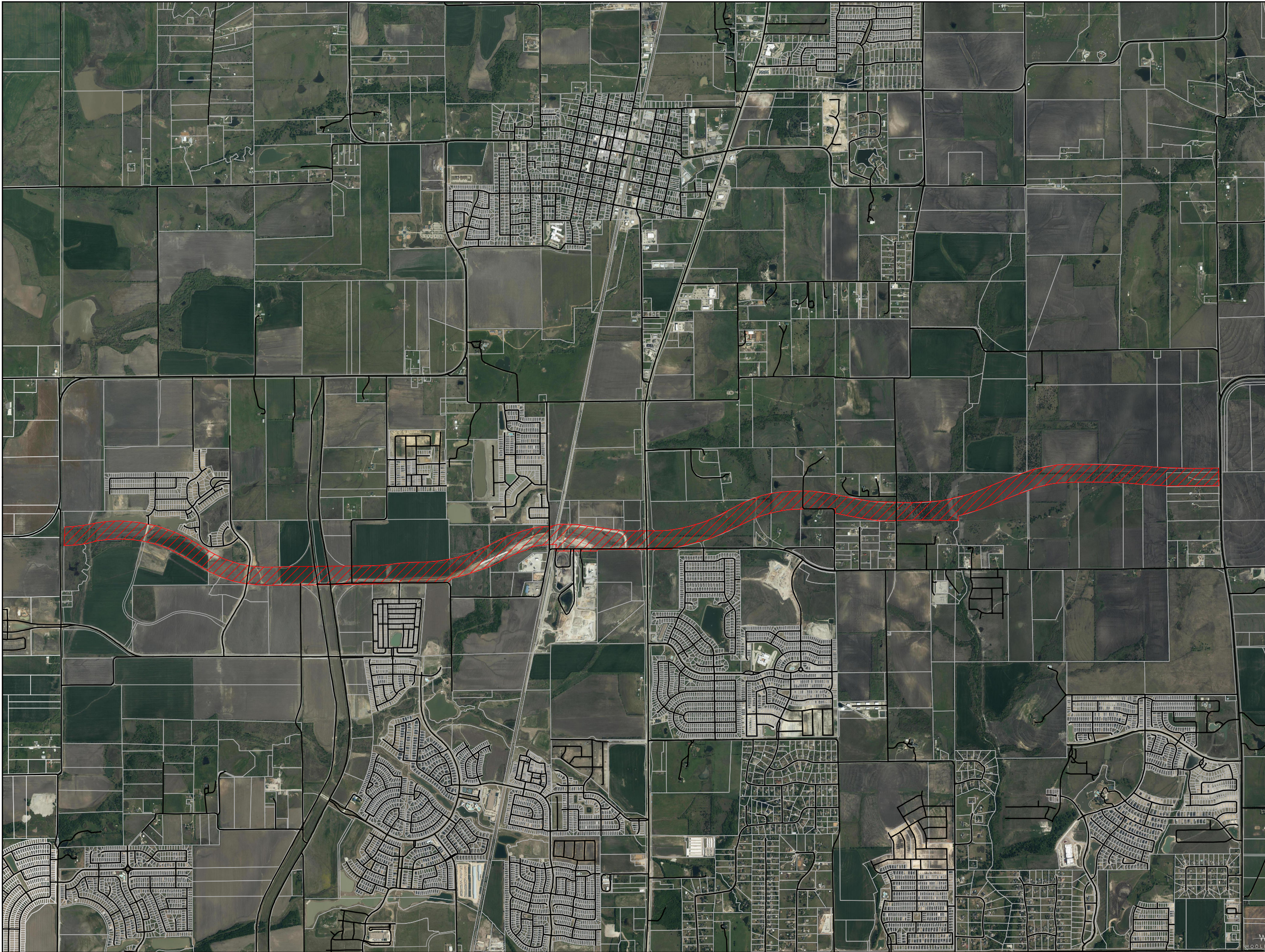
Legend

- Roads
- SubjectProperty
- Parcels
- Denton County Parcels



0 950 1,900 3,800 Feet

Date: 11/9/2020





City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Vicki Tarrant, City Secretary
 CC: Jason Laumer, City Manager
 Date: December 8, 2020
 Re: Annexation/ETJ Development Agreements

Action Requested:

Consider and act upon a resolution authorizing the City Manager to discuss annexation and/or negotiate Chapter 43 and/or Chapter 212 Annexation/ETJ Development Agreements with owners of property in the city's extraterritorial jurisdiction. (Laumer)

Background Information:

The City authorizes the City Manager or his designee to discuss annexation and/or negotiate Local Government Code Chapter 43 and/or Chapter 212 annexation/ETJ development agreements with property owners of tracts of land located in the City's extraterritorial jurisdiction.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney prepared the resolution.

Supporting Documents:

Resolution

Staff Recommendation:

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO DISCUSS ANNEXATION AND/OR NEGOTIATE CHAPTER 43 AND/OR CHAPTER 212 ANNEXATION/ETJ DEVELOPMENT AGREEMENTS WITH OWNERS OF PROPERTY IN THE CITY'S EXTRATERRITORIAL JURISDICTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City") is a home-rule municipality pursuant to Section 5, Article XI of the Texas Constitution and exercises powers granted by the Texas Constitution and the City's Charter; and

WHEREAS, Section 1.03 of the Charter of the City provides that the City may from time to time alter its boundaries by annexing any territory adjoining its present or future boundaries in any size or shape desired in any manner provided by State law; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") has found it necessary and in the public interest to expand the city limits of the City, so that the City will grow in an orderly manner, ensure emergency services are available and that the residents both present and future, of the annexed area will be provided services; and

WHEREAS, the Texas Local Government Code Section 43.016 provides that the City may not annex property appraised for agricultural, wildlife management, or timber land use unless it first offers to make an agreement with a property owner pursuant to such section; and

WHEREAS, the Texas Local Government Code Section 212.172 provides that the City and property owners may make written agreements, to among other things, provide for the annexation of land and the terms of annexation; and

WHEREAS, the City Council acknowledges that offering annexation/ETJ development agreements as authorized by Texas Local Government Code Chapter 43 and/or 212 with the property owners of the Properties is the first step in the annexation process as established in Chapter 43 of the Texas Local Government Code; and

WHEREAS, Section 2.02 of the City Charter, as a home-rule municipality, grants the City the power to contract and be contracted with; and

WHEREAS, Section 4.03 of the City Charter grants the City Manager the power and duty to execute contracts on behalf of the City when authorized by ordinance or resolution of the City Council, and approved as to form by the City Attorney; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City to authorize the City Manager or his designee to discuss annexation and/or negotiate Local Government Code Chapter 43 and/or Chapter 212 annexation/ETJ development agreements with property owners of tracts of land located in the City's extraterritorial jurisdiction.

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

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

SECTION 2: Authorization to Proceed and Execute. The City Manager is hereby authorized and directed, on behalf of the City Council of Celina, Texas, to negotiate and execute annexation/ETJ development agreements entered pursuant to the authority granted to the City under Texas Local Government Code Chapters 43 and/or 212 with the property owners located in the City's extraterritorial jurisdiction. Should the City Manager decline to execute any particular agreement, he may present such agreement to the City Council for consideration.

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

PASSED AND APPROVED this the 8th day of December, 2020.

Attest:

Approved:

Vicki Tarrant, City Secretary

Sean Terry, Mayor

Attachment: Authorizing CM to negotiate execute Ch 43-212 Agreements (City Manager and contracts resolution)



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: Honorable Mayor Terry and the Celina City Council
From: Kim Brawner, Executive Director of Public Services
Date: December 8, 2020
Re: Interlocal Agreement between the City of Celina, Town of Prosper, and Collin County for Inspection Services on Frontier Parkway between Preston Road (SH 289) and North Dallas Parkway.

Action Requested:

Authorize the City Manager to enter into an Interlocal Agreement by and between the Town of Prosper, Collin County, and the City of Celina for construction Inspection Services on Frontier Parkway between Preston Road (SH 289) and North Dallas Parkway. (Brawner)

Background Information:

In May 2014, the City of Celina entered into an Interlocal Agreement with the Town of Prosper and Collin County to reconstruct Frontier Parkway from two lanes to four lanes. In July 2014, Celina City Council passed a resolution opposing the construction of a grade separated bridge over BNSF railroad. In April 2017, Celina City Council reversed its decision and passed a resolution supporting the construction of a grade separated bridge over BNSF railroad. In October 2018, Celina City Council agreed to fund the cost difference in design and construction of the grade separation to expedite the project.

As expected, the cost of the Frontier Parkway has increased over the course of the project design. Below is a summary of the cost increases (in millions of dollars):

- July 2014 = \$16 M
- March 2017 = \$22 M
- January 2018 = \$18 M
- October 2018 = \$20 M
- June 2019 = \$28 M
- March 2020 = \$33 M
- November 2020 = \$31 m

Cost increase can be attributed to overall construction cost increases, the addition of a grade separation at the BNSF railroad and the increase in right of way costs. The City has secured an additional \$1 million dollars from NCTCOG to cover the additional cost for the BNSF grade separation. The additional construction and ROW costs area being shared equally between the three partners.

Collin County bid Project 2020-303 as a competitive sealed bid proposal on September 22, 2020 and closed the bid on October 22, 2020. The County received 5 bids and Mario Sinacola was the apparent low bidder.

Inspection services for a typical construction project are approximately 2% of the total construction cost. At \$31M, the estimated inspection services would be approximately \$620,000. In an effort to control costs, the Town of Prosper and the City of Celina have agreed to self-perform construction inspections services for the duration of this project. A separate contractor (EST) has been hired to perform bridge inspections over the BNSF railroad.

Board Review/Citizen Input:

N/A

Alternatives:

City Council could decide to not proceed with the project.

Financial Considerations:

Currently, the City of Celina has \$2 million dollars allocated from the 2018 Bond Funds and \$3 million dollars allocated from the 2021 Bond Funds. The City has an additional funds allocated from General Fund and Capital Fees.

Legal Review:

N/A

Supporting Documents:

Interlocal Agreement

Staff Recommendation:

Staff recommends approval.

THE STATE OF TEXAS §
 §
 COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS AND THE CITY OF CELINA, TEXAS

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas, a political subdivision of the State of Texas, hereinafter "the County" and the City of Celina, Texas, a duly incorporated municipality, hereinafter "the City", the County and the City are collectively referred to herein as "the Parties."

WHEREAS, the County and the City mutually desire to enter into this Agreement for the purpose of providing for the schematic design and environmental impact study for the widening of Frontier Parkway/Parvin Road from its intersection with FM 1385 to Dallas Parkway, for a length of approximately 4.5 miles, hereinafter "the Project," which is located within the municipal limits of the Denton County Commissioner Precinct #1 and the City; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter "the Act," provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Project which involves roads which are an integral part of the County's road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

WITNESSETH:**I.**

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the City hereby agree that the scope of the Project shall be to develop the schematic design and the environmental impact study of Frontier Parkway/Parvin Road from FM 1385 to Dallas Parkway for a length of approximately 4.5 miles, at a cost of completion which shall not exceed TWO MILLION AND THREE HUNDRED THOUSAND DOLLARS (\$2,300,000.00). Phase 1 of the project will be ONE MILION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS. Phase 2 of the project will be EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) and will not be executed at this time.

III.

The County hereby agrees to contribute an amount which shall not exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) toward satisfactory completion of the Project, provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The City of Celina hereby agrees to contribute an amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) toward satisfactory completion of the Project, provided that any and all funding is approved by formal action of the City of City Council.

Phase 2 will be funded in the future.

IV.

The City agrees to provide all necessary design required for satisfactory completion of the Project.

V.

This exchange of in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the City proceeds with the completion of the Project, the City shall submit invoices for reimbursement to the following individuals at Denton County:

TO:	Denton County Auditor Jeff May 401 W. Hickory Street, Suite 423 Denton, Texas 76201
With a copy to:	Mr. John Polster, c/o Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234
With a copy to:	Commissioner Hugh Coleman, 110 W. Hickory Street, 3 rd Floor, Denton, Texas 76201-4116

The invoices shall be submitted on a monthly basis and the County shall reimburse the City on a pro rata basis, based on the relative funding obligations of the Parties, for all approved expenses related to the Project within thirty (30) calendar days of receipt of an invoice from the City, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing bodies of the City by the execution of and approval of this Agreement hereby approve of the expenditure of County money to finance the schematic design and environmental impact study of Frontier Parkway/Parvin Road from FM 1385 to Dallas Parkway.

VIII.

This Agreement may be terminated in whole or in part by the County or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall reimburse the city for a prorated amount of all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations and agreements, either oral or written. This

Agreement may be amended only in writing, signed by both of the Parties. Notices shall be directed as follows:

For City: Jason Laumer
City Manager
142 N Ohio Street
Celina, TX 75009

Copy To: Kimberly Brawner, P.E.
Executive Director of Public Services
142 N Ohio Street
Celina, TX 75009

For County: Honorable Andy Eads
Denton County Judge
110 West Hickory
Denton, Texas 76201

Copy To: Denton County Criminal District Attorney's Office
Attention: Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising under this Agreement shall lie in Denton County, Texas.

XI.

The County agrees and understands that the County, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the City.

XII.

The City agrees and understand that the City, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the County.

XIII.

The County agrees to accept full responsibility for the acts, negligence or omissions of all County employees, agents, subcontractors or contract laborers doing work under a contract or

agreement with the County.

XIV.

The City agrees to accept full responsibility for the acts, negligence or omissions of all City employees, agents, subcontractors or contract laborers doing work under a contract or agreement with the City.

XV.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XVI.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XVII.

The undersigned officers or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVIII.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this 8th day of December, 2020.

DENTON COUNTY, TEXAS

110 West Hickory Street, 2nd Floor
Denton, TX 76201

By: _____

Honorable Andy Eads
Denton County Judge

ATTEST:

By: _____

Denton County Clerk

CITY OF CELINA

142 N Ohio Street
Celina, TX 79339

By: _____

Sean Terry
Mayor

ATTEST:

By: _____

Vicki Tarrant
City Secretary

Attachment: Revised Celina-Denton County Interlocal Agreement 11.30.20 (Frontier Parkway Inspection Agreement)

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas,
under this Agreement.

Denton County Auditor

INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE CITY OF CELINA, TEXAS

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, at a total project cost which shall not exceed TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00). Phase 1 of the project will be ONE MILION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS. Phase 2 of the project will be EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) and will not be executed at this time. Denton County agrees to contribute an amount toward satisfactory completion of the Project, which shall not exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) towards Phase 1 of the project, hereby gives its specific written approval to the Project prior to beginning the Project in satisfaction of Texas Government Code §791.014. The City of Celina hereby agrees to contribute an amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) toward satisfactory completion of Phase 1 of the Project, provided that any and all funding is approved by formal action of the City Council.

The description of the Project and its location are as follows: providing for the schematic design and environmental impact study for the widening and reconstruction of Frontier Parkway/Parvin Road from FM 1385 to Dallas Parkway, for a length of approximately 4.5 miles, located within the municipal limits of the City of Celina, Texas and Denton County Commissioner Precinct #1.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas and the City of Celina.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

BY: _____

Presiding Officer of Denton County Commissioner Court

Attachment: Revised Celina-Denton County Interlocal Agreement 11.30.20 (Frontier Parkway Inspection Agreement)



Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Robin Bromiley, Director of Finance
 Date: December 8, 2020
 Re: <Insert Subject/RE Here>

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas approving authorized representatives to make transactions with TexPool, a Texas Local Government Investment Pool as needed for the purpose of investing city funds. (Bromiley)

Background Information:

The City of Celina is a participating member of TexPool and often utilizes the Texas Investment Pool as a custodian of investments purchased with City funds. The individuals (Robin Bromiley, Stormy Johnson, and Karla Stovall) whose names appear on the attached document are proposed to be authorized representatives to transmit as well as withdraw funds from time to time for the investment of City funds.

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:

TexPool Document - resolution amending authorized representatives

Staff Recommendation:

Approval



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

CITY OF CELINA

Participant Name*

7 7 2 8 6

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. ROBIN BROMILEY DIRECTOR OF FINANCE
Name Title

9 7 2 3 8 2 2 6 8 2 RBROMILEY@CELINA-TX.GOV
Phone Fax Email

Signature
2. STORMY JOHNSON ASSISTANT FINANCE DIRECTOR
Name Title

9 7 2 3 8 2 2 6 8 2 SJOHNSON@CELINA-TX.GOV
Phone Fax Email

Signature
3. KARLA STOVALL ASSISTANT CITY MANAGER
Name Title

9 7 2 3 8 2 2 6 8 2 STOVALL@CELINA-TX.GOV
Phone Fax Email

Signature

1. Resolution (continued)

4.
 Name Title

 Phone Fax Email

 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

ROBIN RBOMILEY
 Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

 Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 08 day of DECEMBER, 2020.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

CITY OF CELINA
 Name of Participant*

SIGNED

Signature*

 Printed Name*

 Title*

ATTEST

Signature*
VICKI TARRANT
 Printed Name*
CITY SECRETARY
 Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
 1001 Texas Avenue, Suite 1150
 Houston, TX 77002



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dusty McAfee AICP, Director of Development Services
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Aboveground Storage Tanks

Action Requested:

Consider and act upon an ordinance amending the City's Code of Ordinances Chapter 3: Building Regulations; Article 3.11: Aboveground Storage Tanks. (Aboveground Storage Tanks Ordinance) (McAfee)

Background Information:

Refer to the attached document for further information.

Supporting Documents:

- Draft Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 3 BUILDING REGULATIONS BY AEMNDING ARTICLE 3.11 ABOVEGROUND STORAGE TANKS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, all legal notices, requirements and conditions were fulfilled prior to passing of this Ordinance; and

WHEREAS, the City has determined that certain revisions to the safety regulations regarding aboveground structures are in the public interest; and

WHEREAS, after due deliberations and consideration, the City Council has determined that the amendments set forth herein should be adopted, and that such amendments are in the best interest of the public health, safety, and welfare of the citizens of the City.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENTS

- 3.01 That the City of Celina Code of Ordinances, Chapter 3: Building Regulations; Article 3.11 Aboveground Storage Tanks, Sec. 3.11.001 Purpose is hereby amended to read as follows:

“ARTICLE. 3.11 – ABOVEGROUND STORAGE TANKS.

Sec. 3.11.001 Purpose

These guidelines are to be followed when an aboveground storage tank is constructed, relocated, modified or otherwise installed within the city. All aboveground storage tank requirements for the purposes of this guideline and any other guidelines or requirements of the fire department shall conform to the latest version of the International Fire Code, as adopted and amended by the city, and the National Fire Protection Association (NFPA) 30, Flammable and Combustible Liquids Code.

(1) The following regulations apply to aboveground storage tanks intended for the storage and dispensing of Class IIIB Combustible Liquids, as defined by International Fire Code (IFC), section 2306.2.3.

(A) The tank(s) shall be listed and labeled in accordance with Underwriter laboratories as being protected above-ground tanks in accordance with UL 2085, and shall be installed in accordance with Chapter 57.

(B) Tank(s) shall be constructed of steel. Poly-tanks are prohibited.

(C) When the installation location may be subject to vehicular impact, bollards must conform to IFC section 312.

(D) The tank must display the UL Listing placard.

(E) Normal and emergency venting shall be provided. Emergency venting shall include the calculations to determine the minimum vent sizing in cubic feet per hour (cfh).

(F) Approved flame arrestors, when required by American Petroleum Institute (API) 2028, and venting devices shall be installed in all the vent lines.

(G) A spill container having a capacity of not less than 5 gallons shall be provided at each fill connection.

(H) Appropriate labeling and signs in accordance with the IFC, section 5003.5, must be provided.

(i) Smoking or open flames prohibited.

(ii) Emergency procedures.

(iii) NFPA 704 or equivalent placard specifically identifying the material therein.

(I) All piping and piping systems shall be designed in accordance with NFPA 31 and IFC, chapter 34.

(2) The following regulations apply to aboveground storage tanks intended for the storage and/dispensing of flammable liquids, as defined by IFC, section 2306.2.3 and in compliance with applicable requirements of Section 5704.2.9.

(A) The tank(s) must be installed by a licensed or approved aboveground storage tank installer.

(B) Approved flame arrestors and venting devices shall be installed in the all vent lines per IFC, section 5704.2.7.3.1 through 5704.2.7.3.5.3.

(C) The tank(s) shall be listed and labeled as protected above-ground tanks in accordance with 2085 and shall be in accordance with Chapter 57.

- (D) When the installation location may be subject to vehicular impact, bollards must conform to IFC, section 312.
- (E) The tank must display the UL listing placard.
- (F) A leak detection system must be installed, equipped with on-site audible and/or visual warning devices, as approved by the latest version of the IFC and NFPA 30.
- (G) A spill container having a capacity of not less than 5 gallons shall be provided at each fill connection.
- (H) An overfill prevention system shall be provided for each tank to prevent being filled in excess of 95% capacity. The system must meet the requirements of IFC, section 5704.2.9.7.5:
 - (i) Provide an independent means of notifying the person filling that the fluid level has reached 90 percent of tank capacity by providing a tank level gauge marked at 90 percent of tank capacity, or other approved means;
 - (ii) Automatically shut off the flow of fuel to the tank when the quantity reaches 95 percent of tank capacity; and
 - (iii) Reduce the flow rate to not more than 15 gallons per minute so that at the reduced flow rate, the tank(s) will not overflow for 30 minutes and automatically shut-off flow into the tank(s) so that none of the fittings on the top of the tank(s) are exposed to product, because of overfilling.
- (I) The tank fill connection shall be provided with a means for making a direct connection to the tank's vehicle fuel delivery hose so that no fuel is exposed to the open air during the filling operation.
- (J) Anti-siphon devices shall be installed in each pipe connected to the AST, where the piping extends below the level of the tank.
- (K) Emergency shut offs shall be provided during filling and dispensing operations.
- (L) Relief valves shall be provided.
- (M) Pump dispensing devices shall be equipped with vapor-recovery connections.
- (N) Appropriate labeling and signs in accordance with the latest version of the IFC, section 5704.2.9.7.5.1 must be provided; as follows:
 - (i) A permanent sign shall be placed at the fill point for the tank(s), documenting the filling procedure and tank calibration chart;
 - (ii) Smoking or open flames prohibited;
 - (iii) An approved emergency procedures sign in accordance with IFC 2304.3.5;
 - (iv) A permanent sign indicating that when filling the tank(s), parking is prohibited in the fire lane; and
 - (v) A placard specifically identifying the material therein. The placard shall be in accordance with NFPA 704.
- (O) Dispensing locations shall limit fuel delivery to 25 gallons and require a manual action to resume, pursuant to IFC 2204.3.7.

(P) Any additional requirements of NFPA 30 and/or latest version of the IFC, must also be met.

(3) These regulations do not replace, nor supersede any codes and/or ordinances adopted by the city, or written determinations of the fire chief or fire marshal.

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

SECTION 4 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 5 **SEVERABILITY**

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

SECTION 6 **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) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

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

SECTION 7 **ENGROSSMENT AND ENROLLMENT**

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 8
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this 8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

Lance Vanzant, City Attorney
City of Celina, Texas

Attachment: Ordinance (Aboveground Storage Tanks)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: The Cottages - Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 51 acres within the Extraterritorial Jurisdiction, generally located west of Louisiana Drive and north of J Fred Smith Parkway. (The Cottages - Annexation) (Mohan)

Applicant:

James Land & Development
102 E. Broadway Street Suite # 940
Prosper, TX 75078

Background Information:

Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.

COX LN

CR 994

BUS 289

J FRED SMITH PWKY

Attachment: Location Map (The Cottages - Annexation)

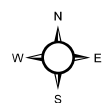


The Cottages Location Map

Date: 11/3/2020

Legend

- Roads
- Subject Property
- City Limits
- Parcels



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Packet Pg. 280

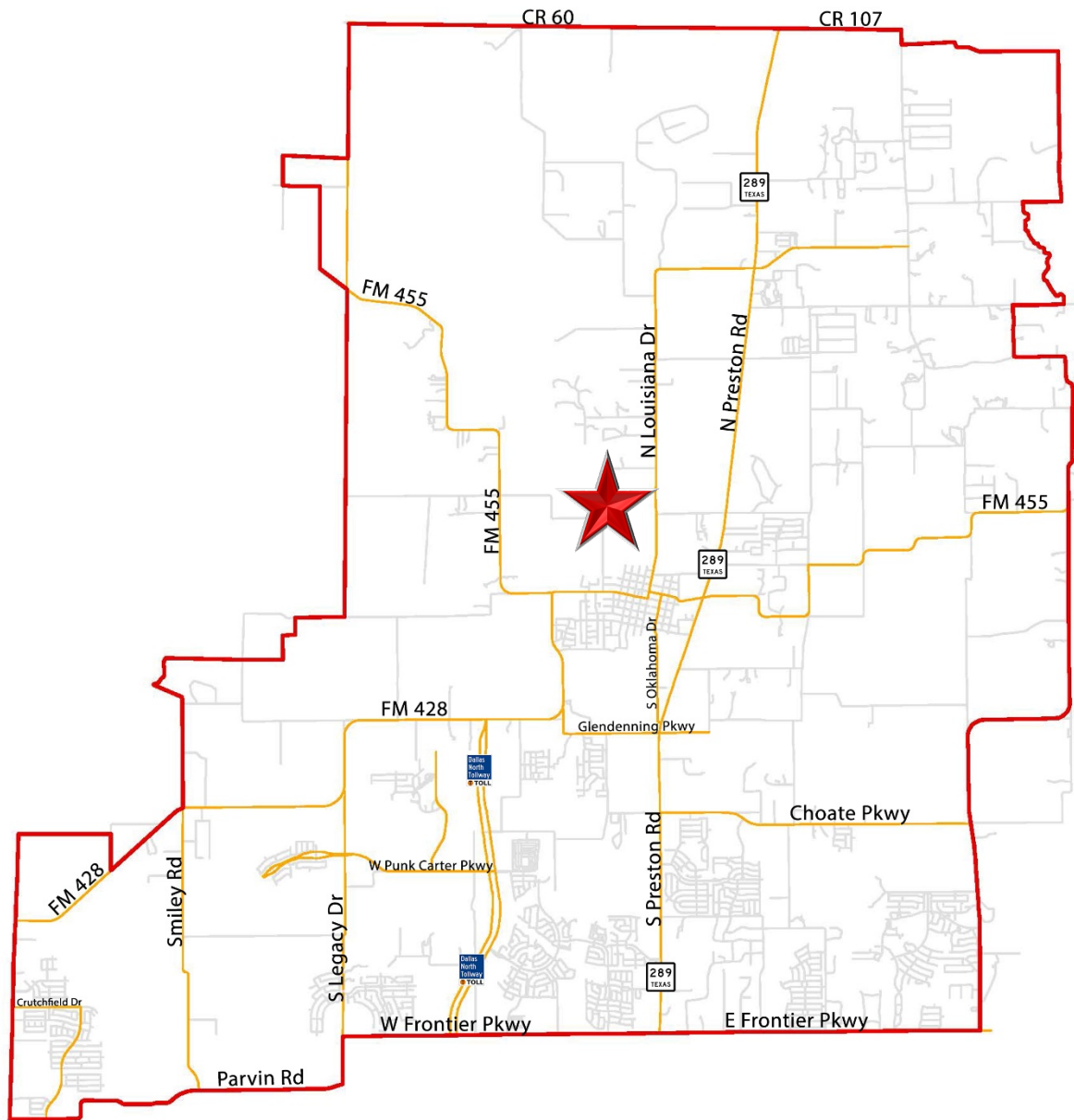
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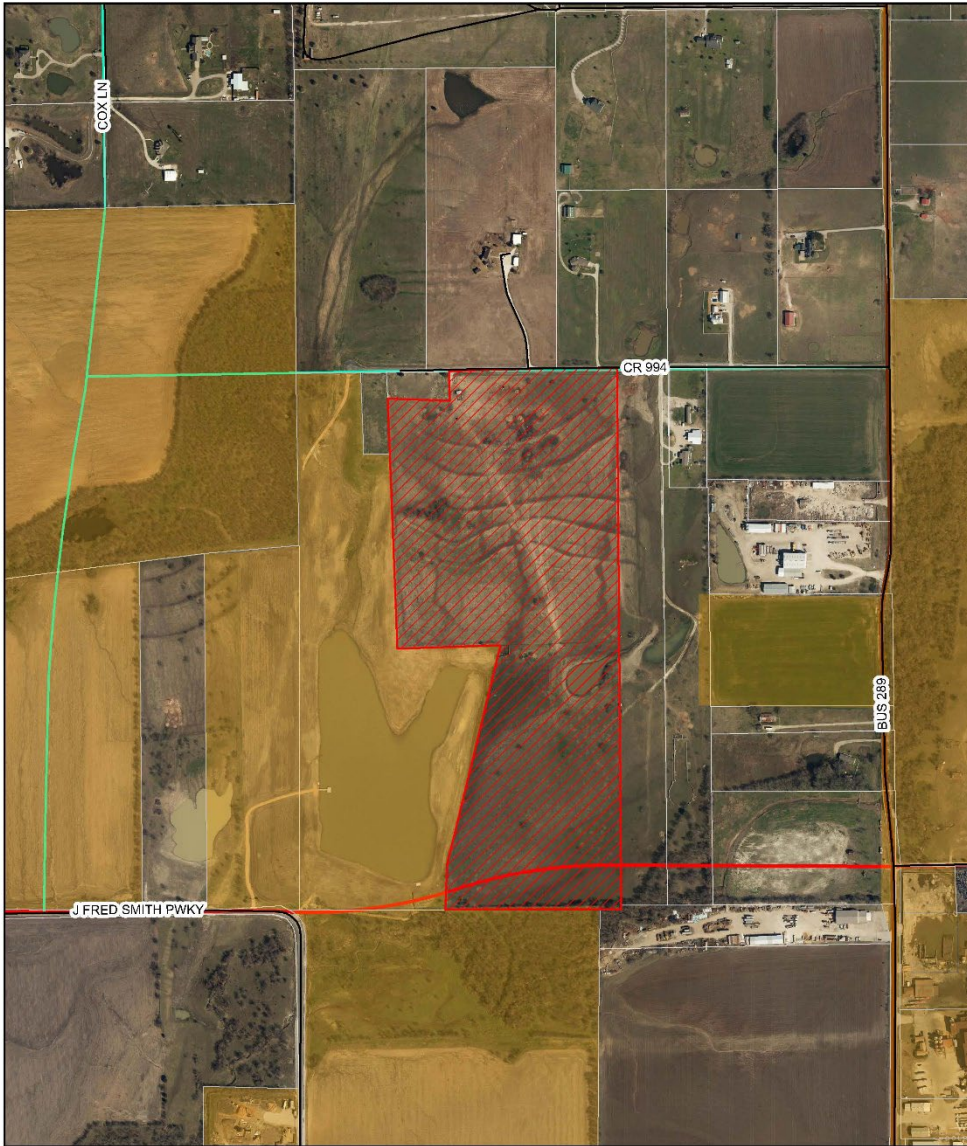
The Cottages

Annexation & Planned Development

City Council

December 8, 2020





Location Map

The subject property is generally located north of future J Fred Smith Parkway and west of Louisiana Drive

Attachment: Staff Presentation (The Cottages - Annexation)

Background

- In December 2018 the City approved a Development Agreement, which was amended in October 2020, that outlined the property's future annexation and zoning
- The subject property is approximately 51 acres and located in the Extraterritorial Jurisdiction (ETJ)
- The applicant's request is to zone the property for a single family neighborhood, per the governing DA

8.A.b



Policy Considerations

- The development is annexing 51 acres into the City
- The proposed zoning is appropriate for the location and is in conformance with the governing DA
- The annexation & zoning requests will be considered concurrently by City Council this evening

P&Z Public Hearing

- One resident spoke against the development
- Another representative for an adjacent property owner spoke in favor of the project

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its November 17th regular meeting
- Staff recommends approval of both the Annexation & Zoning as presented, in conformance with the governing DA

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
THE COTTAGES C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 51 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED WEST OF LOUISIANA DRIVE AND NORTH OF J FRED SMITH PARKWAY AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 8th day of December, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 23rd day of November, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year

Attachment: Draft Ordinance (The Cottages - Annexation)

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (The Cottages - Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Legal Description

BEING a tract of land situated in the Ousley and Floyd Survey, Abstract No. 490, Collin County, Texas, being the same tract of land described to Richard C. Smith and Wife, Janet L. Smith by deed recorded in Volume 4412, Page 78 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described by the metes and bounds as follows (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000152710):

BEGINNING at a 3/8 inch rebar found for the Southwest corner of said Smith tract, same being the Southeast corner of a tract of land described to Old Celina LTD., recorded in Document No. 20060815001168150 of the Official Public Records of Collin County, Texas, and lying on the North line of a tract of land described to G BAR 7, LTD., recorded in Volume 5850, Page 990, (D.R.C.C.T.);

THENCE North 02 Degrees 31 Minutes 13 Seconds East, departing the North line of said G BAR 7, LTD. tract, with the East line of said Old Celina LTD. tract, a distance of 213.74 feet to a 3/8 inch rebar found for corner;

THENCE North 13 Degrees 43 minutes 20 Seconds East, with the East line of said Old Celina LTD. tract, a distance of 1056.81 feet to a 3/8 inch rebar found for the easternmost Northeast corner of said Old Celina LTD. tract, same being an interior ell corner of said Smith tract;

THENCE South 88 Degrees 08 Minutes 58 Seconds West, with the Northeast line of said Old Celina LTD. tract, a distance of 483.98 feet to a point for corner for the westernmost Southwest corner of said Smith Tract, from which a fence post found for reference bears North 12 Degrees 43 Minutes 17 Seconds East, a distance of 0.97 feet;

THENCE North 02 Degrees 17 Minutes 31 Seconds West, with the East Line of said Old Celina LTD., tract, and with the East line of a tract of land conveyed to Community Cemetery Association recorded in Volume 1979, Page 407, (D.R.C.C.T.), in all, a total distance of 1174.51 feet to a point for corner for the westernmost Northwest corner of said Smith tract, same being the Southwest corner of a tract of land conveyed to Community Cemetery Association recorded in Volume 537, Page 346, (D.R.C.C.T.), from which a fence post found for reference bears South 06 Degrees 40 minutes 14 Seconds East, a distance of 1.5 feet;

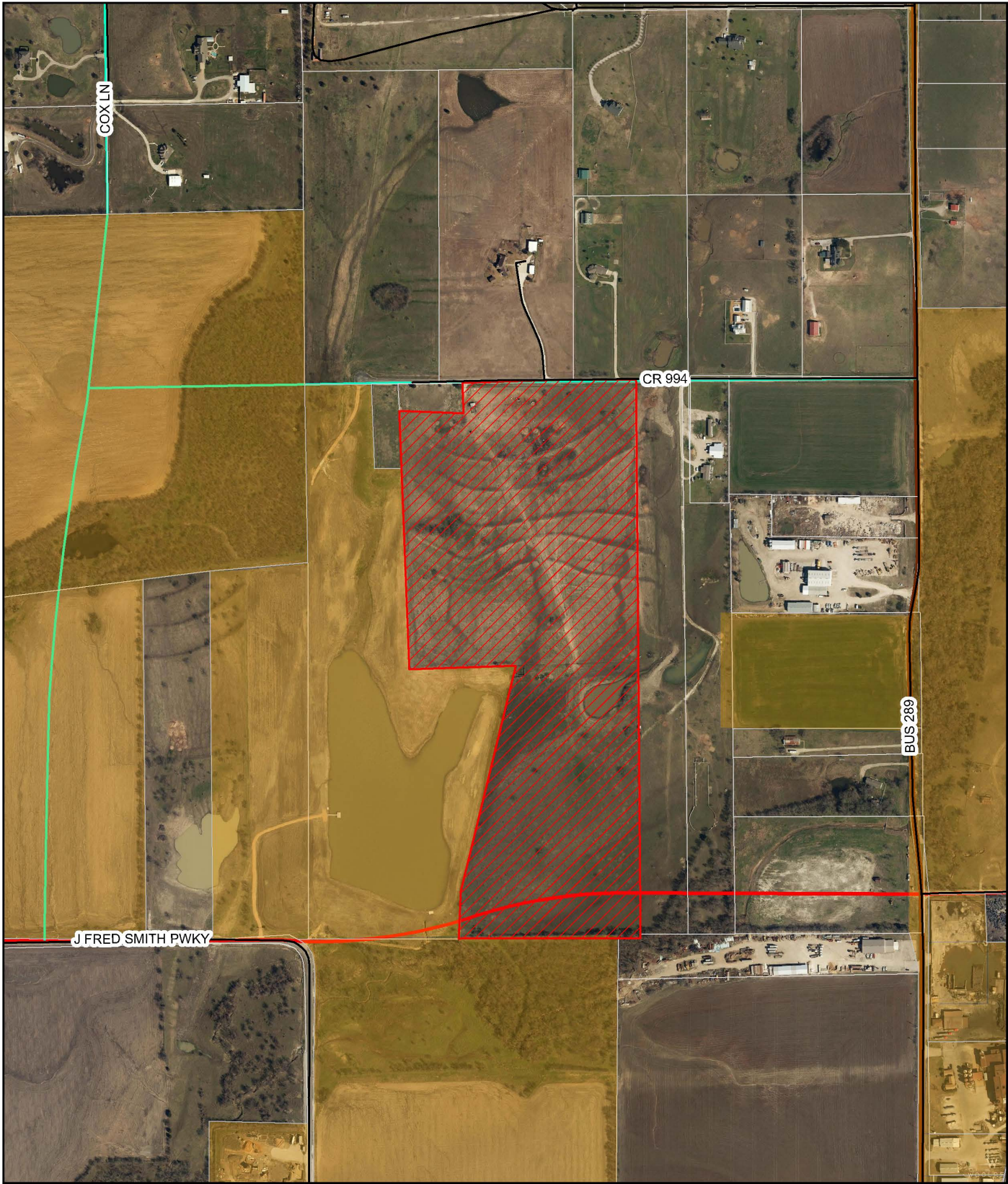
THENCE South 87 Degrees 58 Minutes 28 Seconds East, departing the East line of the first mentioned Community Cemetery Association tract, with the South line of the second mentioned Community Cemetery Association tract, a distance of 293.70 feet to a 3/8 inch rebar found for the Southeast corner of the second mentioned Community Cemetery Association tract, same being an interior ell corner of said Smith tract;

THENCE North 02 Degrees 30 Minutes 28 Seconds West, with the East line of the second mentioned Community Cemetery Association tract, a distance of 149.10 feet to a PK nail set for the northernmost Northwest corner of said Smith tract, same being the Northeast corner of the second mentioned Community Cemetery Association tract, and lying on the South line of a tract of land described to Alan Keith Walvoord by deed recorded in File No. 93-0097665, (D.R.C.C.T.), and on the approximate centerline of County Road 994;

THENCE North 89 Degrees 33 Minutes 32 Seconds East, with the South line said Alan Keith Walvoord tract, the South line of a tract of land described to Alan Keith Walvoord by deed recorded in File No. 93-0097664, (D.R.C.C.T.), the South line of a tract of land described to Douglas Raymond Momary and Emily Jo Momary by deed in Document No. 20101007001082630 of the Official Public Records of Collin County, Texas, and with the approximate centerline of said County Road 994, in all a distance of 777.40 feet to a PK nail set for the Northeast corner of said Smith tract, same being the Northwest corner of a tract of land described to Randolph P. Jaral and Maria Dolores Jaral by deed recorded in Document No. 20140626000653560 of the Official Public Records of Collin County, Texas;

THENCE South 00 Degrees 34 Minutes 27 Seconds East, departing the South line of said Momary tract, with the West line of said Jaral tract, a distance of 2539.85 feet to a point for the Southeast corner of said Smith tract, same being the Southwest corner of said Jaral tract, and lying on the North line of a tract of land described to Jerry & Lewis Dickerson by deed recorded in Volume 4572, Page 4113, (D.R.C.C.T.), from which a wood post found for reference bears North 55 Degrees 41 Minutes 57 Seconds West a distance of 2.26 feet;

THENCE South 89 Degrees 47 Minutes 38 Seconds West, with the North line of said Dickerson tract, and with the North line of said G Bar 7, LTD., tract, a distance of 819.22 feet to the POINT OF BEGINNING and containing 2,193,792 square feet or 50.363 acres of land, more or less.



Attachment: Draft Ordinance (The Cottages - Annexation)

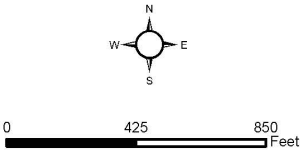
	The Cottages Location Map Date: 11/3/2020	Legend — Roads  Subject Property  City Limits  Parcels	
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Exhibit “B”**Substance from body of executed Service Agreement for C-3 Annexed Property****A) SERVICE PLAN GENERALLY**

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and

- equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: The Cottages - PD Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 51 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located west of Louisiana Drive and north of J Fred Smith Parkway. (The Cottages – PD Zoning) (Mohan)

Applicant:

James Land & Development
102 E. Broadway Street Suite # 940
Prosper, TX 75078

Background Information:

Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.

COX LN

CR 994

BUS 289

J FRED SMITH PWKY

Attachment: Location Map (The Cottages - PD Zoning)

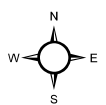


The Cottages Location Map

Date: 11/3/2020

Legend

- Roads
- Subject Property
- City Limits
- Parcels



0

Packet Pg. 301

Feet

CITY OF CELINA, TEXAS

ORDINANCE 2020-_____

THE COTTAGES

PLANNED DEVELOPMENT #115

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 51 ACRE TRACT OF LAND LOCATED IN THE OUSLEY AND FLOYD SURVEY, ABSTRACT NO. 490, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF LOUISIANA DRIVE AND NORTH OF J FRED SMITH PARKWAY; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 115; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in December 2018 and amended in October 2020 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated as though fully set forth herein (the “Property”); and

WHEREAS, the Concept Plan, Shared Driveway Detail, Architectural Exhibit, Landscape Amenities, and Development Regulations, set forth in Exhibit “C”, “D”, “E,” “F”, and “G”, respectively, attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 115 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

- | | |
|------------|-------------------------|
| Exhibit B: | Depiction of Property |
| Exhibit C: | Concept Plan |
| Exhibit D: | Shared Driveway Detail |
| Exhibit E: | Architectural Exhibit |
| Exhibit F: | Landscape Amenities |
| Exhibit G: | Development Regulations |

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 115, and incorporates the Concept Plan, Shared Driveway Detail, Architectural Exhibit, Landscape Amenities, and Development Regulations, attached hereto as Exhibit "C", "D", "E", "F", and "G", respectively.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6

COMPLIANCE REQUIRED

That the property described on Exhibit “A” and depicted in Exhibit “B” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7

PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8

CUMULATIVE REPEALER CLAUSE

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

SECTION 9

SAVINGS CLAUSE

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

SECTION 10

SEVERABILITY

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

SECTION 11

PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (The Cottages – PD Zoning)

Exhibit A Legal Description

BEING a tract of land situated in the Ousley and Floyd Survey, Abstract No. 490, Collin County, Texas, being the same tract of land described to Richard C. Smith and Wife, Janet L. Smith by deed recorded in Volume 4412, Page 78 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described by the metes and bounds as follows (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000152710):

BEGINNING at a 3/8 inch rebar found for the Southwest corner of said Smith tract, same being the Southeast corner of a tract of land described to Old Celina LTD., recorded in Document No. 20060815001168150 of the Official Public Records of Collin County, Texas, and lying on the North line of a tract of land described to G BAR 7, LTD., recorded in Volume 5850, Page 990, (D.R.C.C.T.);

THENCE North 02 Degrees 31 Minutes 13 Seconds East, departing the North line of said G BAR 7, LTD. tract, with the East line of said Old Celina LTD. tract, a distance of 213.74 feet to a 3/8 inch rebar found for corner;

THENCE North 13 Degrees 43 minutes 20 Seconds East, with the East line of said Old Celina LTD. tract, a distance of 1056.81 feet to a 3/8 inch rebar found for the easternmost Northeast corner of said Old Celina LTD. tract, same being an interior ell corner of said Smith tract;

THENCE South 88 Degrees 08 Minutes 58 Seconds West, with the Northeast line of said Old Celina LTD. tract, a distance of 483.98 feet to a point for corner for the westernmost Southwest corner of said Smith Tract, from which a fence post found for reference bears North 12 Degrees 43 Minutes 17 Seconds East, a distance of 0.97 feet;

THENCE North 02 Degrees 17 Minutes 31 Seconds West, with the East Line of said Old Celina LTD., tract, and with the East line of a tract of land conveyed to Community Cemetery Association recorded in Volume 1979, Page 407, (D.R.C.C.T.), in all, a total distance of 1174.51 feet to a point for corner for the westernmost Northwest corner of said Smith tract, same being the Southwest corner of a tract of land conveyed to Community Cemetery Association recorded in Volume 537, Page 346, (D.R.C.C.T.), from which a fence post found for reference bears South 06 Degrees 40 minutes 14 Seconds East, a distance of 1.5 feet;

THENCE South 87 Degrees 58 Minutes 28 Seconds East, departing the East line of the first mentioned Community Cemetery Association tract, with the South line of the second mentioned Community Cemetery Association tract, a distance of 293.70 feet to a 3/8 inch rebar found for the Southeast corner of the second mentioned Community Cemetery Association tract, same being an interior ell corner of said Smith tract;

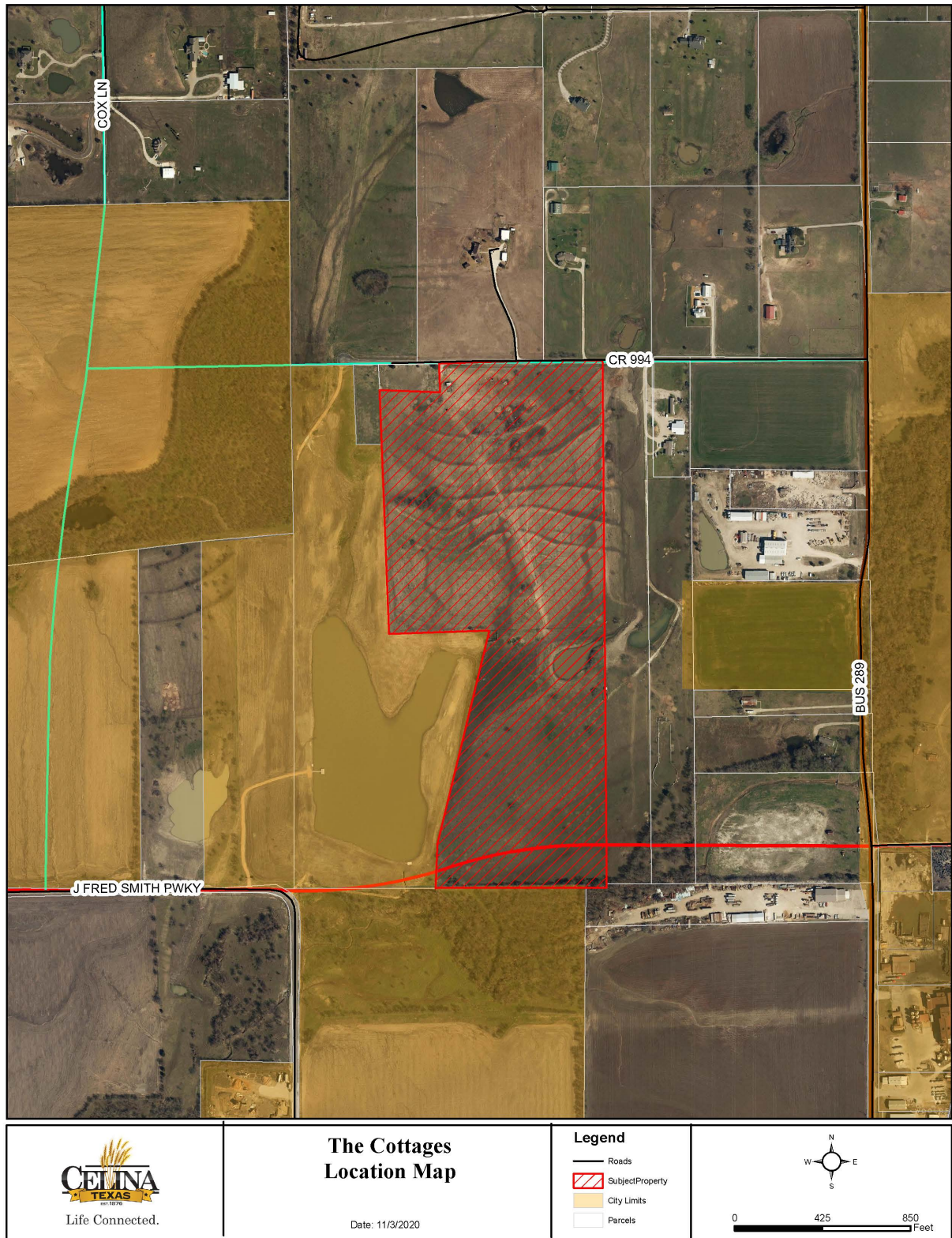
THENCE North 02 Degrees 30 Minutes 28 Seconds West, with the East line of the second mentioned Community Cemetery Association tract, a distance of 149.10 feet to a PK nail set for the northernmost Northwest corner of said Smith tract, same being the Northeast corner of the second mentioned Community Cemetery Association tract, and lying on the South line of a tract of land described to Alan Keith Walvoord by deed recorded in File No. 93-0097665, (D.R.C.C.T.), and on the approximate centerline of County Road 994;

THENCE North 89 Degrees 33 Minutes 32 Seconds East, with the South line said Alan Keith Walvoord tract, the South line of a tract of land described to Alan Keith Walvoord by deed recorded in File No. 93-0097664, (D.R.C.C.T.), the South line of a tract of land described to Douglas Raymond Momary and Emily Jo Momary by deed in Document No. 20101007001082630 of the Official Public Records of Collin County, Texas, and with the approximate centerline of said County Road 994, in all a distance of 777.40 feet to a PK nail set for the Northeast corner of said Smith tract, same being the Northwest corner of a tract of land described to Randolph P. Jaral and Maria Dolores Jaral by deed recorded in Document No. 20140626000653560 of the Official Public Records of Collin County, Texas;

THENCE South 00 Degrees 34 Minutes 27 Seconds East, departing the South line of said Momary tract, with the West line of said Jaral tract, a distance of 2539.85 feet to a point for the Southeast corner of said Smith tract, same being the Southwest corner of said Jaral tract, and lying on the North line of a tract of land described to Jerry & Lewis Dickerson by deed recorded in Volume 4572, Page 4113, (D.R.C.C.T.), from which a wood post found for reference bears North 55 Degrees 41 Minutes 57 Seconds West a distance of 2.26 feet;

THENCE South 89 Degrees 47 Minutes 38 Seconds West, with the North line of said Dickerson tract, and with the North line of said G Bar 7, LTD., tract, a distance of 819.22 feet to the POINT OF BEGINNING and containing 2,193,792 square feet or 50.363 acres of land, more or less.

Exhibit B
Depiction of Property



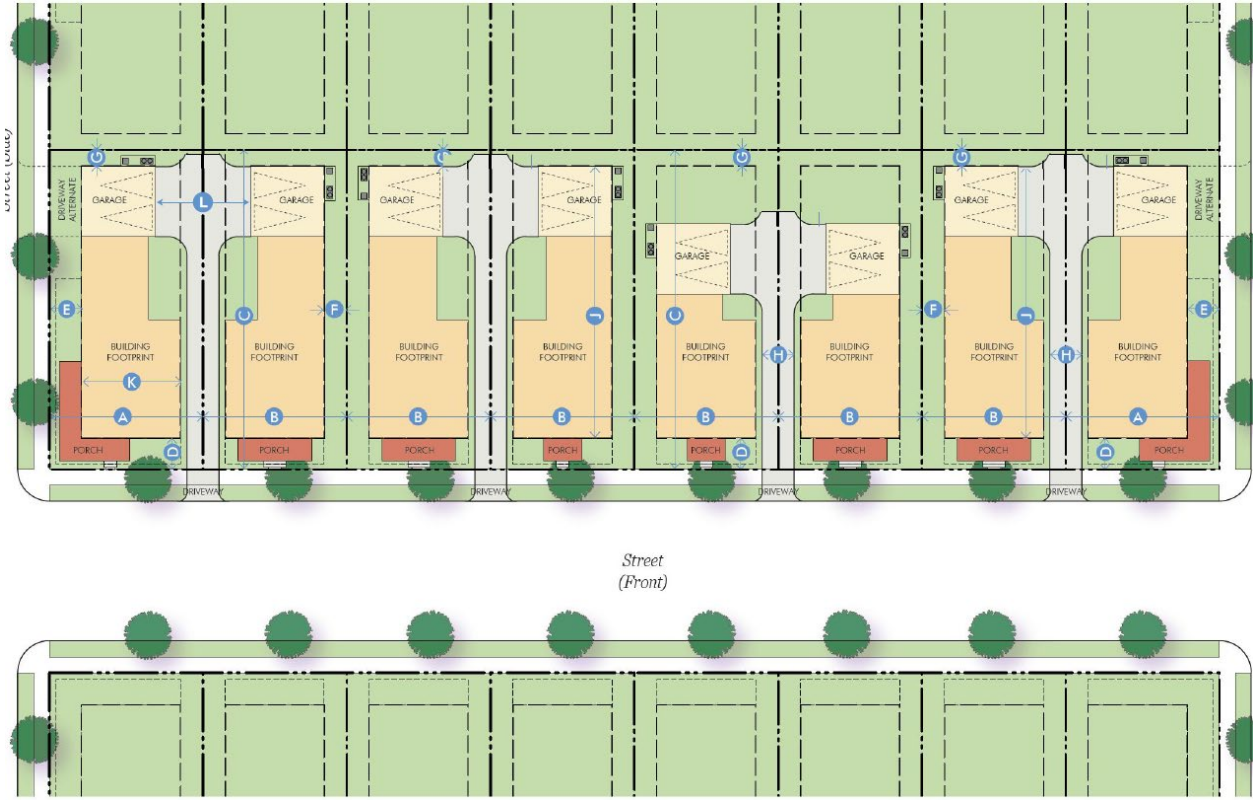
Attachment: Draft Ordinance (The Cottages – PD Zoning)

Exhibit C Concept Plan



Attachment: Draft Ordinance (The Cottages – PD Zoning)

Exhibit D
Shared Driveway Detail



Attachment: Draft Ordinance (The Cottages – PD Zoning)

EXHIBIT E Architectural Exhibit

ARCHITECTURAL VARIETY

AMERICAN CLASSICAL



ARCHITECTURAL VARIETY

AMERICAN CLASSICAL

The American Classical Style is the American adaptation of the Georgian style brought over to the colonies by masons and carpenters in the 1700's. The American Classical style simplified the ornate classical details and introduced the use of clapboard siding in addition to the more traditional brick cladding.

FACADE COMPOSITION

Single rectangular forms with a regular, repetitious composition of windows and doors, often symmetrical.

Ornamentation is typically limited to the entry, stoop, or porch details.

MATERIALS AND COLOR

Exterior cladding is typically smooth finished wood or cementitious 6" exposure lap siding or brick.

Colors are typically whites with white accents, light colors with white trim, or dark red brick with white trim, dark contrasting shutters.

Roof colors are typically green, gray, charcoal, or black.

PORCHES AND STOOPS

Covered entry stoop or a single 1-story porch with small square, chamfered, or turned columns.

ROOFS

Roofs are moderately pitched (6:12 to 8:12)

The main roof form is typically side-gabled, but occasionally hipped or with a cross gable.

CORNICES, EAVES, & RAKES

Sillows eaves with a simplified classical cornice.

DOORS AND WINDOWS

Windows are vertically proportioned equal sized single- or double-hung windows with 6 over 6 or 9 over 9 pane configurations.

Doors are typically either solid with 4 or 6 raised panels or 1/2 to 3/4 glass with panes of similar size and proportion to the windows. Elaborate door surrounds and door assemblies with transoms and sidelights are common in this style.

Gable attic windows on front facing gables are common in this style.

SHUTTERS

Shutters are very common, except on accent windows and are typically raised panel or louvered.

DORMERS

Typically gabled, occasionally hipped.



EXHIBIT E
Architectural Exhibit

ARCHITECTURAL VARIETY

EUROPEAN ROMANTIC



ARCHITECTURAL VARIETY

EUROPEAN ROMANTIC

The European Romantic style is an amalgamation of Tudor, French Country, and other picturesque European styles. The style developed as a derivative of Medieval Revival architecture and as the style evolved, it began to emulate the English Renaissance styles of the 16th and 17th centuries. The style was popularized in U.S. in the 20th Century by returning troops who served in Europe.

FACADE COMPOSITION

Facades are typically asymmetrical and commonly 1-1 1/2 stories with a front facing gable. There is often a dominant central massing with added secondary dependencies.

MATERIALS AND COLOR

Exterior cladding is typically brick, stone, or light colored stucco, sometimes used in combination. Decorative half-timbering is occasionally used as a gable detail. Heavy trim and wood or stone lintels are common in this style. Horizontal wood or cementitious lap siding is less common in this style. Colors are typically brick in dark clay colors, white painted brick, or varied earth tones with varied dark trim. Roof colors are typically green, brown, or grey.

STOOPS

Entries are typically recessed with a small stoop. Full or partial width porches are less common in this style.

ROOFS

Roofs are steeply pitched (12:12). The roof form typically consists of side gable main roof form with cross gables & dormers. Gable variations common to this style include nested, asymmetrical eaves (eave side), sweeping eaves, and clipped.

CORNICES, EAVES, & RAKES

Eaves and rakes are typically right to the board with shallow overhangs and with decorative brick corbels in the gable.

DOORS & WINDOWS

Elevations are typically composed with multiple window sizes, gabled windows, oversized first floor windows, and small accent windows.

Windows are typically vertically proportioned casement windows with small vertically proportioned panes. If single- or double-hung windows are used instead of casements, they shall be vertically proportioned equal sash windows with 4 over 4 or 6 over 6 pane configurations.

Doors are typically either solid or primarily solid board and batten, plank, or panel, often with a small glass pane or openwork. 1/2 to 2/3 glass doors are less common, but when used shall have panes of similar size and proportion to the windows. Arched top doors are common in this style.

SHUTTERS

Typically board and batten, occasionally raised panel.

DORMERS

Typically shed or hipped, occasionally gabled or eyebrow.



A Prominent front facing cross gable, B Stepped gables, C Asymmetrical mass, D Clipped gable, E Sweeping eaves, F Shed dormer, G Decorative half-timbering, H Gabled windows, I Brick or stone corbels

EXHIBIT E Architectural Exhibit

ARCHITECTURAL VARIETY

CRAFTSMAN



ARCHITECTURAL VARIETY

CRAFTSMAN

The Craftsman Style is rooted in the Arts and Crafts movement that influenced much of the architecture popular in the early part of the 20th century. The Craftsman style emphasizes an expression of the house's structure in its form and detail. Craftsman homes have been easily adapted to various regions of the country both as modest cottages and as larger homes.

FACADE COMPOSITION

Symmetrical and balanced asymmetrical compositions.

MATERIALS & COLOR

Craftsman style houses are clad in a variety of materials based on regional construction practices.

Typical regional cladding includes smooth or rough finished wood or cementitious 6" exposure lap siding or shingles, stucco, stone or brick.

Brick or stone is often used as a base for porch columns and as waterable detail.

Colors are typically light colors with white trim, light earth tones with light trim, or dark earth tones with dark trim.

Roof colors are typically red, green, brown, or gray.

PORCHES & STOOPS

Generous full or partial porches with tapered or straight square columns on stone, stucco, or brick base are a prominent feature of this style.

ROOFS

Roofs are shallow to moderately pitched (6:12 to 8:12) with deep overhangs.

Roof forms are typically front or side gabled roof. Hipped roof forms are found in the style, but are less common.

CORNICES, EAVES, & RAKES

Deep eaves and rakes with exposed, often elaborate roof beams, rafters, and trusses.

DOORS & WINDOWS

Windows are often grouped horizontally and oversized on the first floor.

Windows are vertically proportioned equal sized single- or double-hung windows with multiple panes on the upper sash over a single pane lower sash. Small square accent windows are sometimes found in gables.

Gable end windows are common in this style.

Doors are typically 1/3 to 2/3 glass with panes of similar size and proportion to the windows.

DORMERS

Typically shed, occasionally gabled or eyebrow.



A Tapered square columns with a brick or stone base. B Gabled windows. C Deep eaves with exposed rafters or rafter tails. D Deep rake with decorative brackets. E Shed Dormer.

EXHIBIT E Architectural Exhibit

ARCHITECTURAL VARIETY

TEXANA FARMHOUSE



ARCHITECTURAL VARIETY

TEXANA FARMHOUSE

The Texana Farmhouse style is derived from eastern Texas and Louisiana vernacular house designs and is similar to the very simple Folk Victorian style of rural America.

FACADE COMPOSITION

Symmetrical and balanced asymmetrical compositions with simple lines and little ornamentation.

MATERIALS AND COLOR

Exterior cladding is typically smooth finished wood or cementitious 6" exposure lap siding or board and batten siding. Brick or stone is occasionally used as exterior cladding, but is more commonly found as part of a water table detail.

Colors are typically light colors with white trim, whites with white trim and dark accents, or varied earth tones, brick, or stone with light trim. Roof colors are typically red, brown, green, gray, or charcoal.

PORCHES

Porches are a prominent feature of this style and are typically a simple 1-story porch with small square, chamfered, or turned columns.

ROOFS

Roofs are moderately to steeply pitched (8:12).

Roof forms are typically gabled, with the main roof form typically being side gabled.

CORNICES, EAVES, & RAKES

Simple eaves with eave returns on the gable end.

Brackets and eave tails are occasionally found as ornamentation on this style.

DOORS & WINDOWS

Windows are vertically proportioned equal sash single- or double-hung windows with 2 over 2, 1 over 1, 4 over 4, or 6 over 6 pane configurations. Doors are typically either solid with 3 or 4 raised panels or 1/2 to 3/4 glass with panes of similar size and proportion to the windows.

SHUTTERS

Not typical, but if used are raised panel, louvered, or board and batten.

DORMERS

Shed or gable.



A: Protruded front porch, B: Bracket detail on rake, C: Exposed rafter tails, D: Eave returns, E: Gable pediment detail, F: Shed dormer, G: Eave accent on chimney, H: Gable vents or windows

EXHIBIT E
Architectural Exhibit – 2400 Series



Attachment: Draft Ordinance (The Cottages – PD Zoning)

EXHIBIT E
Architectural Exhibit – 2500 Series



Attachment: Draft Ordinance (The Cottages – PD Zoning)

EXHIBIT E
Architectural Exhibit – 2900 Series



Attachment: Draft Ordinance (The Cottages – PD Zoning)

EXHIBIT E
Architectural Exhibit – 3500 Series



Attachment: Draft Ordinance (The Cottages – PD Zoning)

EXHIBIT F
Landscape Amenities

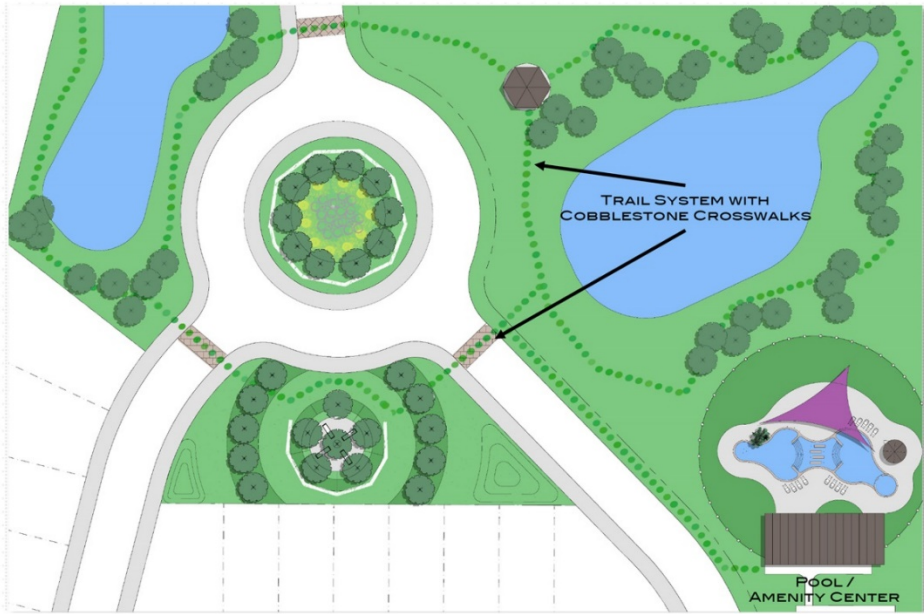


Exhibit G Development Regulations

PROJECT OVERVIEW

The vision is for an urban neighborhood north of Downtown that provides an alternative product type than more traditional neighborhoods.

HOMEOWNERS/PROPERTY OWNERS ASSOCIATION

A homeowners' association shall be established and shall be responsible for the ownership and maintenance of all common areas, including all private open space areas shown on the Concept Plan.

PROPOSED ACCESS

CR 994 is designated on the Thoroughfare Plan as a future two-lane collector. Future J. Fred Smith Parkway, shown on the Thoroughfare Plan as a six-lane divided major arterial, is planned to be generally adjacent to the southern property line. These roadways will provide the access to the property. Roadways within the property are planned to be standard residential sections of 29 feet of paving within a 50 feet right-of-way.

LAND USES

The following uses are permitted by right except as otherwise noted:

1. Single-family detached
2. Temporary marketing and sales centers associated with the development of the Property
3. Temporary construction offices and storage yards associated with development of the Property
4. Public works related facilities necessary to serve the development.
5. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space
6. Recreation/Amenity centers, pools, cabana buildings and/or locker/changing rooms
7. All other SF-R single family residential district uses listed in the Zoning Ordinance, as it exists or may be amended

CONCEPT PLAN

The concept plan calls for three types of lots: street-facing lots with front driveways, street-facing lots with shared front driveways, and street-facing lots with alley-loaded garages. The amenity center and open space/detention areas will be located near the center of the property where the floodplain transverses the tract.

DEVELOPMENT REGULATIONS

Development shall meet the standards as required in the Subdivision Regulations except as follows:

1. Block length - The maximum internal block length shall be 750 feet (measured from intersections such as elbows, tees and cross intersections) and shall contain no more than twenty (20) lots on each side of the street. Other exceptions to this block length requirement may be granted for special circumstances or conditions affecting the property in question; exceptions shall be applied for as a subdivision ordinance variance and presented to the

Planning & Zoning Commission and City Council at the time of Preliminary Plat consideration for approval. Pecuniary interests standing alone shall not be justification for the granting of a variance.

2. Cul-de-Sac Length and Diameter - The maximum cul-de-sac length is 250 feet.
3. Temporary Dead-End Streets - temporary dead-end streets, which are less than or equal to 150 feet in length, are not required to have a temporary turnaround at the end of the street, even if the dead-end street has lots facing it.

RESIDENTIAL DESIGN GUIDELINES

Area Regulations. General Area regulations for residential uses are set forth in the table and notes below that contains the exclusive lot size, setback, height, dwelling size, and lot coverage requirements for the Property.

	Lot Type A	Lot Type B	Lot Type C
Minimum Lot Size	3,150 SF	4,050 SF	4,000 SF
Maximum Building Height	45 feet	45 feet	45 feet
Minimum Front Yard Setback	10 feet	10 feet	10 feet
Minimum Side Yard Setback (Interior Side)	3 feet	3 feet	3 feet
Minimum Side Yard Setback (Corner Side)	10 feet	10 feet	10 feet
Minimum Rear Setback	5 feet	5 feet	5 feet
Minimum Lot Width	35 feet	45 feet	40 feet
Minimum Lot Depth	90 feet	90 feet	90 feet
Minimum Dwelling Unit Size	900 square feet	900 square feet	900 square feet
Maximum Lot Coverage	No Maximum	No Maximum	No Maximum

1. The lot widths shall be measured along the arc of the front building line.
2. Lot coverage is defined as the footprint of the primary residential structure, excluding without limitation patios (covered or uncovered), pools, driveways, sidewalks and other improvements which are not part of an enclosed building.
3. For street corner lots with a side touching and adjacent to the front yard of a lot behind it, the side yard on the street side of the lot shall be the same width as the adjacent lot front yard.
4. Alleys shall be fifteen (15) feet in width with 12 feet of pavement.

Design Standards in General. Exterior building facades for residential structures shall abide by the governing architectural design standards of the zoning ordinance.

1. Cottage/Craftsman style architecture is allowed within the development. This will specifically allow a deviation from the masonry requirements of the Zoning Ordinance and allow the use of cementitious wood planking (such as Hardiboard) or treated, engineered wood planking too achieve the historic aesthetic of the development. Other architectural features will be required to augment and enhance the chosen architectural style. The allowed architectural styles are attached on Exhibit E.
2. Up to thirty percent (30%) of the total number of homes may be constructed with a single enclosed parking space. The remainder of the homes must include a two-car enclosed parking space.
3. Shared driveways shall be constructed per Exhibit C, Concept Plan and Exhibit D, Driveway Detail. When platted, a mutual access easement for the property owners on either side of the shared driveway shall be provided.
4. Front facing garage doors with access from the street shall be allowed provided the garage doors are located at or behind the front building line. Front facades shall be defined as the front of a building, or any face of a building given special architectural treatment. In order for a front porch to be treated as the front of the building, it must extend the entire portion of the facade not encompassed by a garage and must be covered.
5. The primary roof pitch for residential building types shall not be less than 4:12. The minimum pitches do not apply to porches, specialty roofs, awnings, dormers, or other similar architectural features.
6. No building shall exceed a height of more than forty-five (45) feet, measured at the mid-point between the top plate and the dominate roof ridge.

OPEN SPACE & TRAILS

1. Open space areas within The Cottages containing trails shall be open to the public. Amenity centers, common areas, multi-use fields, playground equipment, or other amenities shall be privately owned and maintained by the The Cottages Homeowners Association.
2. The amenity center and pool shall be constructed prior to the issuance of the 100th home permit within Phase 1.
3. Any retention pond shall be amenitized with a fountain for aeration.
4. A minimum of five (5) acres (approximately ten percent (10%) of the total planned development acreage), shall be retained as open space. Such open space may be located anywhere on the Property. For the purposes of this PD, the term "open space" means natural areas, floodplain, areas used for drainage and detention, perimeter landscape buffers, common areas and parkway and landscape easements. Open space shall be privately owned. Open space shall not consist of any area platted for residential dwellings or road right-of-way. Open space, as shown on the Concept Plan, is required.
5. Trails, a minimum of 10 feet in width, shall be provided through the open space and shall provide future connections to developments that may be located to the east or west in the future.
6. All open space areas shall be owned and maintained by the HOA.

PERIMETER SCREENING & LANDSCAPE BUFFERS

1. A variable width landscape buffer, with an average width of twenty (20) feet and a minimum width of ten (10) feet, shall be provided along CR 994.
2. A combination of decorative metal fencing (i.e. wrought iron) with evergreen screening and solid masonry screening wall shall be provided along CR 994.

3. A forty (40) foot landscape buffer shall be provided along J. Fred Smith Parkway.
4. A six-foot tall solid masonry screening wall shall be required for screening along J. Fred Smith Parkway.
5. Where adjacent to large open space areas, wrought iron or decorative metal fencing with appropriate landscaping shall be provided.
6. Where adjacent to the existing cemetery, generally located in the northwest corner of the subject property, new homes shall install a matching cedar, board-on-board fence, with decorative cap with the smooth side facing outward.

DEVELOPMENT AMENITIES

1. A divided entry with landscaping on both sides of the main entrance from CR 994 is planned, as shown on the Concept Plan.
2. An amenity center with swimming pool will be constructed with Phase 1 of the development. Amenitized open space/detention areas will be located adjacent to both the amenity center and the traffic round-about located generally in the center of the development.
3. The design of the perimeter landscaping, amenity center area, entrance feature, and open spaces shall generally develop per the attached Exhibit F. A comparable alternative is also allowed so that strict application does not impede future design at time of permitting, so long as the design is of comparable quality. However, it is understood that the Concept Plan has changed from what is depicted in Exhibit F. Therefore, the final landscape plan is expected to be different than what is shown in Exhibit F and will reflect the quality and style that is expected of the Development.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Wilson Creek Meadows - Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 81 acres within the Extraterritorial Jurisdiction, generally located east of CR 86 (future Coit Road) and south of Choate Parkway. (Wilson Creek Meadows - Annexation) (Mohan)

Applicant:

106 Decker Court, Suite 310
Irving, TX 75062

Background Information:

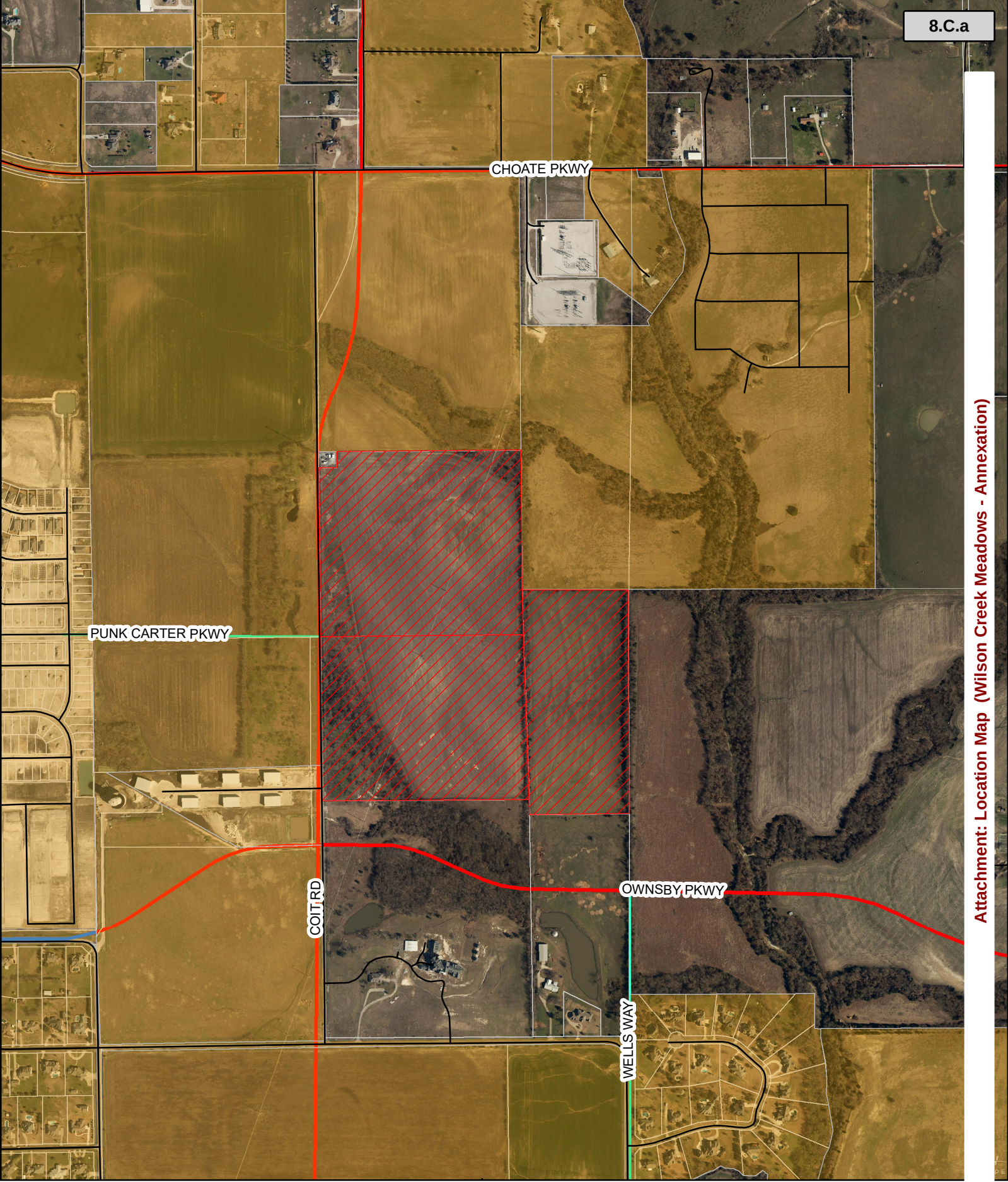
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.



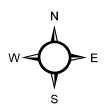
Life Connected.

Wilson Creek Meadows ETJ Section Location Map

Date: 11/25/2020

Legend

- Roads
- Wilson Creek Meadows
- City Limits
- Parcels



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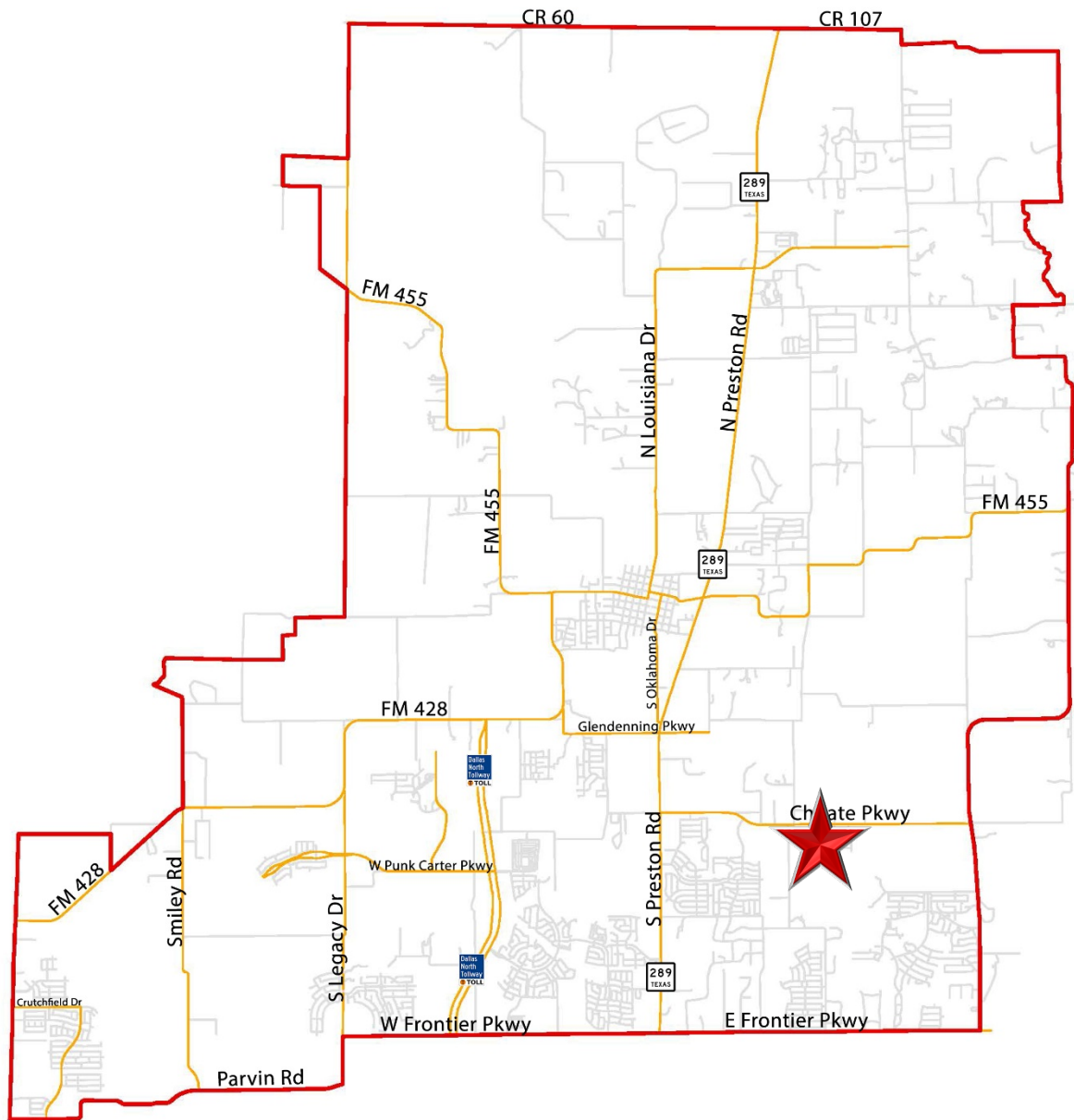
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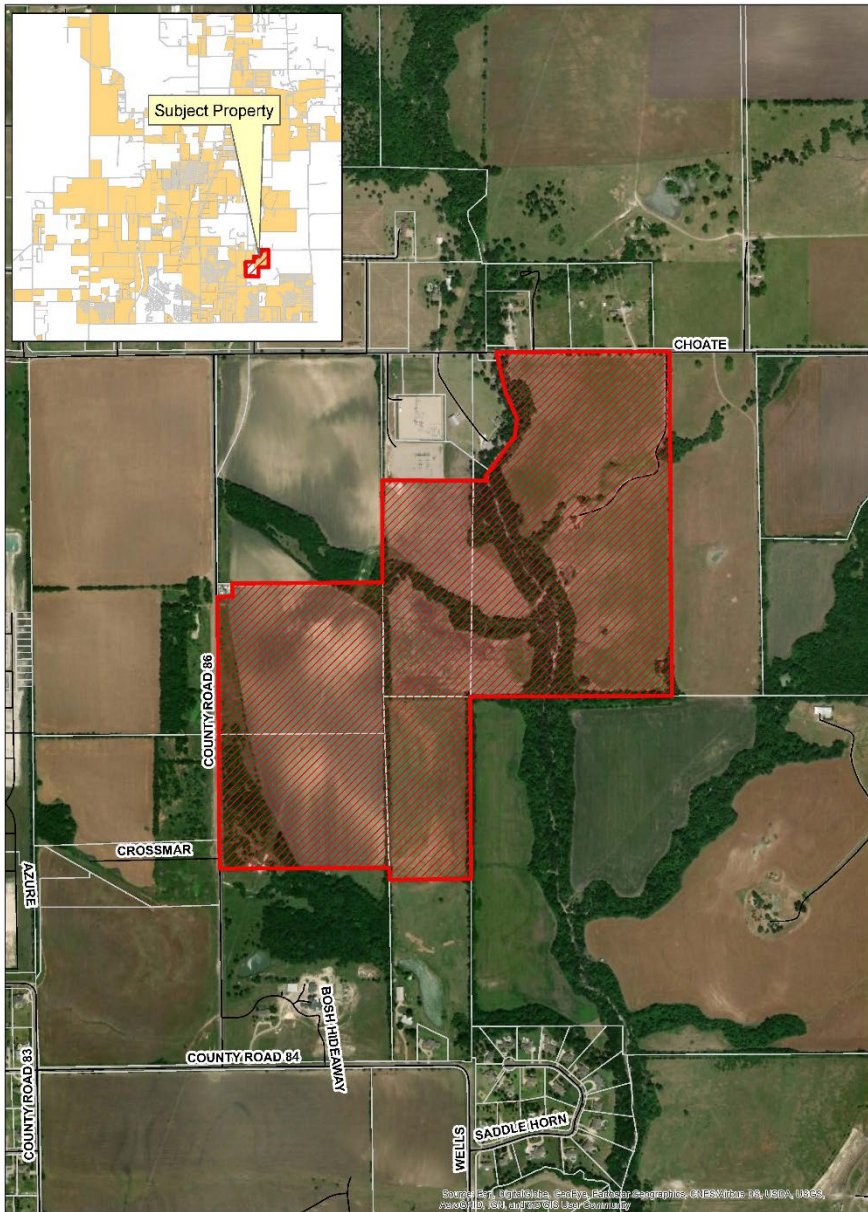
Wilson Creek Meadows

Annexation & Planned Development

City Council

December 8, 2020





Location Map

The subject property is generally located south of Choate Parkway and east of CR 86 (future Coit Road)

Background

- In June 2019 the City approved a Development Agreement that outlined the property's future annexation and zoning
- The subject property is approximately 186 acres and located both in the City Limits and in the Extraterritorial Jurisdiction (ETJ)
- The applicant's request is to zone the property for a single family neighborhood, per the DA

Project Overview

- Two amenity centers will be provided– 1 on each side of Wilson Creek
- Trail extensions, wider sidewalks, enhanced landscape buffers and internal landscaping will also be provided

Policy Considerations

- The development is annexing approximately 81 acres into the City
- The proposed zoning is appropriate for the location and is in conformance with the governing DA
- The annexation & zoning requests will be considered concurrently by City Council this evening

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its November 17th regular meeting
- Staff recommends approval of both the Annexation & Zoning as presented

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
WILSON CREEK MEADOWS C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 81 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED NORTH OF FUTURE OWNSBY PARKWAY AND EAST OF FUTURE COIT ROAD AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 8th day of December, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 23rd day of November, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Wilson Creek Meadows - Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Consisting of a 19.048 acre tract and a 60.971 acre tract

19.048 Acre Tract

1030, City of Celina ETJ, Collin County, Texas, and being all of a called 19.047 acre tract of land described in a Warranty Deed to Donald L. Vest, as recorded in Instrument No. 93-0016270 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said 19.047 acre tract, common to the southwest corner of a called 105.79 acre tract of land described in a deed to Celina Titus, LLC, as recorded in Instrument No. 20160401000388930 of the Official Public Records of Collin County, Texas, being on the easterly line of a called 60.971 acre tract of land described in a deed to Celina Ownsby Coit, LLC as recorded in Instrument No. 20180518000609810 of the Official Public Records of Collin County, Texas;

THENCE North 89°54'06" East, departing the easterly line of said 60.971 acre tract, along the northerly line of said 19.047 acre tract, the southerly line of said 105.79 acre tract, and generally along a fence, a distance of 618.09 feet to a 3/4 inch iron pipe found for the northeast corner of said 19.047 acre tract, common to the northwest corner of a called 185.094 acre tract of land described in a deed to Brinkman Ranches of Collin County, L.P., as recorded in Volume 6067, Page 1306 of the Land Records of Collin County, Texas;

THENCE South 00°19'07" East, departing the southerly line of said 105.79 acre tract, along the easterly line of said 19.047 acre tract, the westerly line of said 185.094 acre tract, and generally along a fence, a distance of 1360.48 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 19.047 acre tract, common to the northeast corner of a called 18.531 acre tract of land described in a deed to Donald L. Vest and wife, Julie Ann Vest, as recorded in Volume 1344, Page 66 of the Deed Records of Collin County, Texas;

THENCE South 89°24'52" West, along the southerly line of said 19.047 acre tract, the northerly line of said 18.531 acre tract, and generally along a fence, a distance of 599.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 19.047 acre tract, common to the northwest corner of said 18.531 acre tract, being on the easterly line of a called 42.970 acre tract of land described in a deed to Christopher Wesson Bosh and Adrienne Bosh, as recorded in Instrument No. 20131001001373380 of the Official Public Records of Collin County, Texas;

THENCE North 01°01'45" West, along the westerly line of said 19.047 acre tract, the easterly line of said 42.970 acre tract, and generally along a fence, a distance of 108.16 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northeast corner of said 42.970 acre tract, common to the southeast corner of aforesaid 60.971 acre tract;

THENCE North 01°06'13" West, continuing along a westerly line of said 19.047 acre tract, along the easterly line of said 60.971 acre tract, and generally along a fence, a distance of 1257.62 feet to the POINT OF BEGINNING and containing 19.048 acres (829,747 square feet) of land, more or less.

60.971 Acre Tract

BEING a tract of land situated in the McKenzie Wilhite Survey, Abstracts 1008 and 1009, Collin County, Texas, said tract being a remainder of that tract of land conveyed to Rene Bates, according to the document filed of record in Volume 3861, Page 2239, Land Records Collin County, Texas, said tract of land being more particularly described as follows:

BEGINNING at the northwest corner of that tract of land conveyed to Christopher Wesson Bosh and Adrienne Bosh, according to the document filed of record in Document Number 20131001001373380, Official Public Records Collin County, Texas, located in the east line of that tract of land conveyed to Tambros Land Company, LLC, according to the document filed of record in Document Number 20170106000027700, Official Public Records Collin County, Texas, from which a "PK NAIL" found for witness in Collin County Road 86 bears North 03°49'24" West, 0.50 feet;

THENCE North 00°49'54" West, generally with said road and the west line of the above mentioned Bates tract, a portion of the east line of said Tambros tract and passing at a distance of 210.00 feet a "PK NAIL" found for the northeast corner of said Tambros tract, same being common with the southeast corner of that tract of land conveyed to Westgate 115 Investors, L.P., according to the document filed of record in Document Number 20130621000869270, Official Public Records Collin County, Texas and continuing with the east line of said Westgate tract, same being common with the west line of said Bates tract for a total distance of 2024.54 feet to a "PK nail" set in said common line for the most westerly northwest corner of this tract;

THENCE North 89°30'21" East, leaving said road and common line, over and across said Bates tract, a distance of 113.00 feet to a 5/8" Iron rod with red plastic cap stamped "KHA" set for an interior "ell" corner of this tract;

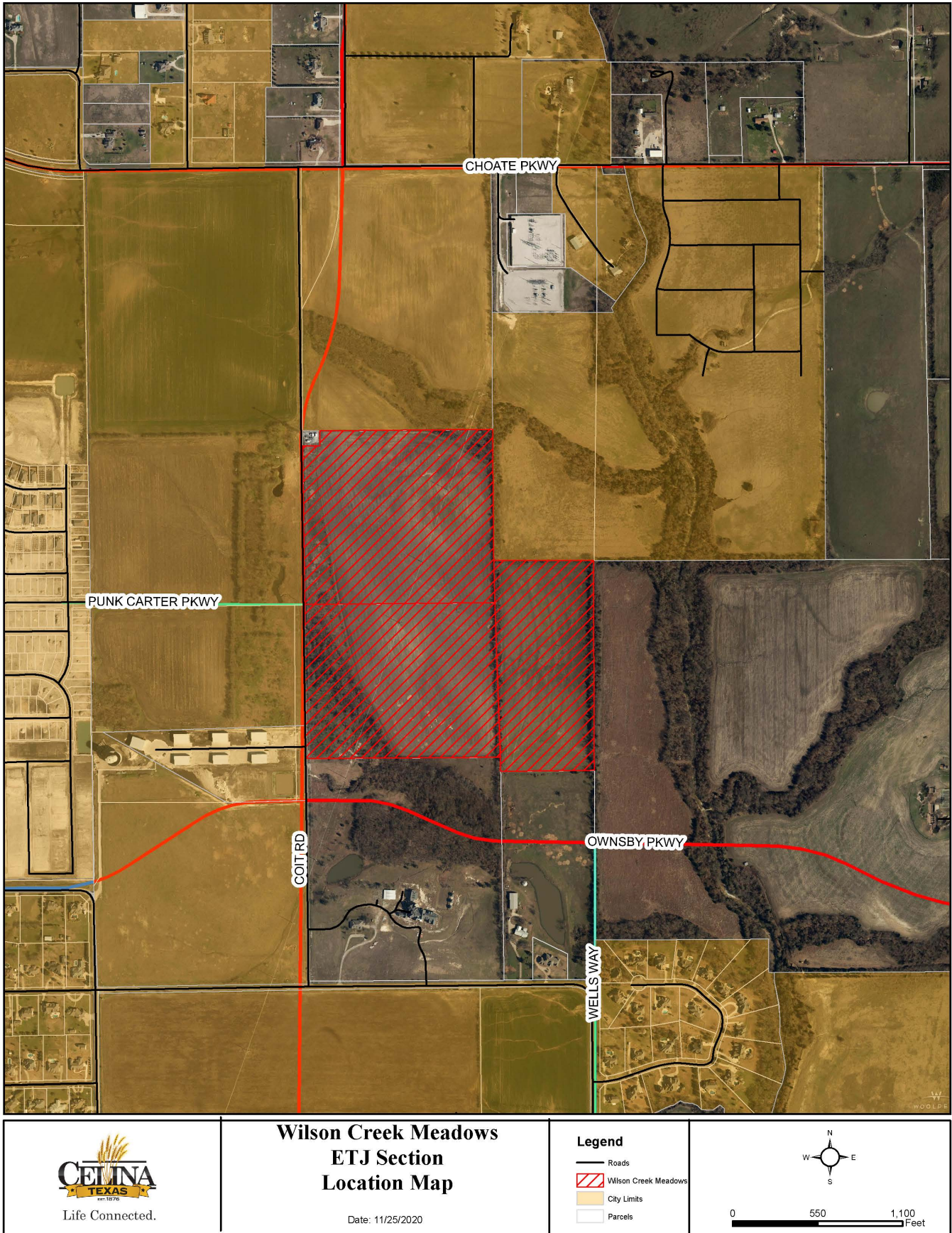
THENCE North 00°49'54" West, a distance of 100.00 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the most easterly northwest corner of this tract and being in the south line of that tract of land conveyed to Celina Coit 49 Partners, LTD., according to the document filed of record in Document Number 20120812000700130, Official Public Records Collin County, Texas;

THENCE North 89°30'21" East, with said south line, a distance of 1140.10 feet to a 1/2" iron rod found in the west line of that tract of land conveyed to Celina Titus, LLC, according to the document filed of record in Instrument Number 20160401000388930, Official Public Records Collin County, Texas and being the southeast corner of said Celina Coit 49 Partners tract;

THENCE South 01°00'46" East, with said west line, a distance of 861.54 feet to a 1/2" iron rod found for the southwest corner of said Celina Titus tract, same being the northwest corner of that tract of land conveyed to Donald L. Vest, according to the document filed of record in Document Number 93-0016270, Deed Records Collin County, Texas;

THENCE South 01°06'13" East, with the west line of said Vest tract, a distance of 1257.62 feet to a 1/2" iron rod with red plastic cap stamped "KHA" set in said west line for the northeast corner of the above mentioned Bosh tract;

THENCE South 89°15'31" West, leaving said west line and with the north line of said Bosh tract, a distance of 1261.77 feet to the **POINT OF BEGINNING** and containing 60.971 acres (2,655,876 square feet) of land, more or less.



Attachment: Draft Ordinance (Wilson Creek Meadows - Annexation)

Exhibit “B”**Substance from body of executed Service Agreement for C-3 Annexed Property****A) SERVICE PLAN GENERALLY**

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and

- equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Wilson Creek Meadows - PD Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 187 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located east of CR 86 (future Coit Road) and south of Choate Parkway. (Wilson Creek Meadows – PD Zoning) (Mohan)

Applicant:

Terry W. Mitchell
106 Decker Court, Suite 310
Irving, TX 75062

Background Information:

Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.

COLLIN COUNTY OUTER LOOP

8.D.a

CHOATE PKWY

PUNK CARTER PKWY

COIT RD

WELLS WAY

OWNSBY PKWY

Attachment: Location Map (Wilson Creek Meadows – PD Zoning)

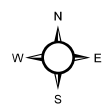


Wilson Creek Meadows Location Map

Date: 11/3/2020

Legend

- Roads
- Subject Property
- City Limits
- Parcels



0

Packet Pg. 346

Feet

CITY OF CELINA, TEXAS

ORDINANCE 2020-_____

WILSON CREEK MEADOWS

PLANNED DEVELOPMENT #116

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 187 ACRES LOCATED IN THE MCKENZIE WILHITE SURVEYS, ABSTRACT NO. 1008 AND 1009, THE JONATHAN WESTOVER SURVEY, ABSTRACT NO. 1030, AND THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945 CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED EAST OF CR 86 (FUTURE COIT ROAD) AND SOUTH OF CHOATE PARKWAY; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 116; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in June 2019 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated as though fully set forth herein (the “Property”); and

WHEREAS, the Concept Plan, Conceptual Open Space & Sidewalk Plan, the Landscape Plan Details, and the Development Regulations, set forth in Exhibit “C”, “D”, “E”, and “F”, respectively, attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 116 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

- Exhibit B: Depiction of Property
- Exhibit C: Concept Plan
- Exhibit D: Conceptual Open Space & Sidewalk Plan
- Exhibit E: Landscape Plan Details
- Exhibit F: Development Regulations

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 116, and incorporates the Concept Plan attached hereto as Exhibit "C", the Conceptual Open Space &

Sidewalk Plan as Exhibit “D”, the Landscape Plan Details as Exhibit “E,” and the Development Regulations attached hereto as Exhibit “F.”

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property described on Exhibit “A” and depicted in Exhibit “B” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Wilson Creek Meadows – PD Zoning)

Exhibit A Legal Description

LEGAL DESCRIPTION 185.8118 ACRES

BEING a tract of land situated in the McKenzie Wilhite Surveys, Abstract Numbers 1008 and 1009, the Jonathan Westover Survey, Abstract Number 1030 and the Coleman Watson Survey, Abstract Number 945, Collin County, Texas, and being all that called 60.971 acre tract of land conveyed to Celina Ownsby Coit, according to the document filed of record in Instrument Number 20180518000609810, all that called 105.79 acre tract of land conveyed to Celina Titus, LLC, according to the document filed of record in Instrument Number 20160401000388930 and all that called 19.048 acre tract of land conveyed to Celina Ownsby Coit, LLC, according to the document filed of record in Instrument Number 20180816001026240, all being from the Official Public Records Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at the northwest corner of that tract of land conveyed to Christopher Wesson Bosh and Adrienne Bosh, according to the document filed of record in Document Number 20131001001373380, Official Public Records Collin County, Texas, same being the southwest corner of said 60.971 acre tract, being located in the east line of that tract of land conveyed to Tambros Land Company, LLC, according to the document filed of record in Document Number 20170106000027700, Official Public Records Collin County, Texas, from which a "PK NAIL" found for witness in Collin County Road 86 bears North 03°49'24" West, 0.50 feet;

THENCE North 00°49'54" West, generally with said road, with the west line of the above mentioned 60.971 acre tract, a portion of the east line of said Tambros tract and passing at a distance of 210.00 feet a "PK NAIL" found for the northeast corner of said Tambros tract, same being common with the southeast corner of that tract of land conveyed to Westgate 115 Investors, L.P., according to the document filed of record in Document Number 20130621000869270, Official Public Records Collin County, Texas and continuing with the east line of said Westgate tract, same being common with the west line of said 60.971 acre tract for a total distance of 2024.54 feet to a "PK nail" set in said common line for the most westerly northwest corner of said 60.971 acre tract;

THENCE North 89°30'21" East, leaving said road and common line, over and across said 60.971 acre tract, a distance of 113.00 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for an interior "ell" corner of said 60.971 acre tract;

THENCE North 00°49'54" West, a distance of 100.00 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the most easterly northwest corner of said 60.971 acre tract and being in the south line of that tract of land conveyed to Celina Coit 49 Partners, LTD., according to the document filed of record in Document Number 20120612000700130, Official Public Records Collin County, Texas;

THENCE North 89°30'21" East, with said south line, same being common with the north line of said 60.971 acre tract, a distance of 1140.10 feet to a 1/2" iron rod found in the west line of the above mentioned 105.79 acre tract for the southeast corner of said Celina Coit 49 Partners tract and common northeast corner of the above mentioned 60.971 acre tract;

THENCE North 0°34'09" West, with the west line of said 105.79 acre tract same being the east line of said 49.25 acre tract, a distance of 748.86 feet to a 3/4 inch iron pipe found for the southerly northwest corner of said 105.79 acre tract, common to the southwest corner of a called 20.00 acre tract of land described in a deed to Grayson Collin Electric Cooperative, Inc., as recorded in Volume 5191, Page 313 of the Land Records of Collin County, Texas;

Kimley»Horn

5750 Granite Court, Suite 200 FIRM # 10193822 Tel. No. (972) 335-3580
Frisco, Texas 75034 Fax No. (972) 335-3779

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Attachment: Draft Ordinance (Wilson Creek Meadows – PD Zoning)

LEGAL DESCRIPTION

(continued)

THENCE North 89°29'12" East, departing the easterly line of said 49.25 acre tract, along the northerly line of said 105.79 acre tract and the southerly line of said 20.00 acre tract, a distance of 783.89 feet to a point for the southeast corner of said 20.00 acre tract, common to an ell corner of said 105.79 acre tract, same being in the center of Wilson Creek;

THENCE North 21°13'48" West, along the westerly line of said 105.79 acre tract, the easterly line of said 20.00 acre tract, and along said creek, a distance of 38.95 feet to a point for corner;

THENCE North 35°29'12" East, continuing with the westerly line of said 105.79 acre tract and the easterly line of said 20.00 acre tract, along the easterly line of a called 8.626 acre tract of land described in a deed to Prosper Land Company, Ltd., as recorded in Instrument No. 20161116001556640 of the Official Public Records of Collin County, Texas, and continuing along said creek, a distance of 367.50 feet to a point for corner;

THENCE continuing with the westerly line of said 105.79 acre tract and the easterly line of said 8.626 acre tract, with the westerly line of aforesaid southeastern 0.172 acre tract, the easterly line of a called 0.172 acre tract of land described in a deed to the County of Collin, as recorded in Volume 2383, Page 570 of the Deed Records of Collin County, Texas (described as the southwestern 0.172 acre tract from hereon), and continuing along said creek, the following courses:

North 06°29'12" East, a distance of 135.40 feet to a point for corner;

North 23°45'48" West, a distance of 206.30 feet to a point for corner;

North 14°59'48" West, a distance of 136.00 feet to a point for corner;

North 12°30'48" West, a distance of 119.98 feet to a point for corner;

THENCE North 89°42'50" East, leaving said creek, a distance of 125.00 feet to a point for corner;

THENCE North 0°17'10" West, a distance of 50.00 feet to a point for corner in the above mentioned County Road Number 88;

THENCE North 89°42'50" East, along said County Road, a distance of 1148.86 feet to a railroad spike found in said road for the northeast corner of the above mentioned 105.79 acre tract, same being the common northwest corner of a called 40.039 acre tract of land described in a deed to City Global Investment, LLC, as recorded in Instrument No. 20151130001493760 of the Official Public Records of Collin County, Texas and being on the south line of a called 317.729 acre tract of land described in a deed to Belknap FP, Ltd., as recorded in Volume 4288, Page 156 of the Land Records of Collin County, Texas;

THENCE South 00°27'04" East, leaving said County Road 88, with the east line of said 105.79 acre tract and the west line of said 40.039 acre tract, a distance of 2571.21 feet to the southeast corner of said 105.79 acre tract, same being common with the southwest corner of said 40.039 acre tract and being on the northerly line of a called 185.094 acre tract of land described in a deed to Brinkman Ranches of Collin County, L.P., as recorded in Volume 6067, Page 1306 of the Land Records of Collin County, Texas, from which a 1/2 inch iron rod found for witness bears South 05°02' West, 0.2 foot;

Kimley»Horn

5750 Geneale Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

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Attachment: Draft Ordinance (Wilson Creek Meadows – PD Zoning)

LEGAL DESCRIPTION

(continued)

THENCE South 89°39'55" West, with the south line of said 105.79 acre tract, and generally along a fence, a distance of 1507.18 feet to a 3/4 inch iron pipe found for the northeast corner of the above mentioned 19.048 acre tract, same being common with the northwest corner of a called 185.094 acre tract of land conveyed to Brinkman Ranches of Collin County, L.P., according to the document filed of record in Volume 6067, Page 1306 of the Land Records of Collin County, Texas;

THENCE South 00°19'07" East, leaving the south line of said 105.79 acre tract, with the east line of said 19.048 acre tract, same being common with the west line of said 185.094 acre tract and generally along a fence, a distance of 1360.48 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 19.048 acre tract and common northeast corner of a called 18.531 acre tract of land described in a deed to Donald L. Vest and wife, Julie Ann Vest, as recorded in Volume 1344, Page 66 of the Deed Records of Collin County, Texas;

THENCE South 89°24'52" West, along the south line of said 19.048 acre tract and common north line of said 18.531 acre tract, generally along a fence, a distance of 599.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set in the east line of the above mentioned Christopher Wesson Bosh and Adrienne Bosh tract, for the southwest corner of said 19.048 acre tract and being common with the northwest corner of said 18.531 acre tract;

THENCE North 1°01'45" West, with said east line, same being common with the west line of said 19.048 acre tract, a distance of 108.16 feet to a 5/8" iron rod with plastic cap stamped "KHA" found in said west line for the northeast corner of said Christopher Wesson Bosh and Adrienne Bosh tract, same being common with the southeast corner of the above mentioned 60.971 acre tract;

THENCE South 89°15'31" West, leaving said west line, with the north line of said Christopher Wesson Bosh and Adrienne Bosh tract, same being the common south line of said 60.971 acre tract, a distance of 1261.77 feet to the **POINT OF BEGINNING** and containing 8,093,961 square feet or 185.8118 acres of land, more or less.


 SYLVIANA GUNAWAN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6461
 5750 GENESIS COURT, SUITE 200
 FRISCO, TEXAS 75034
 PH. 972-335-3580
 sylviana.gunawan@kimley-horn.com



Kimley»Horn

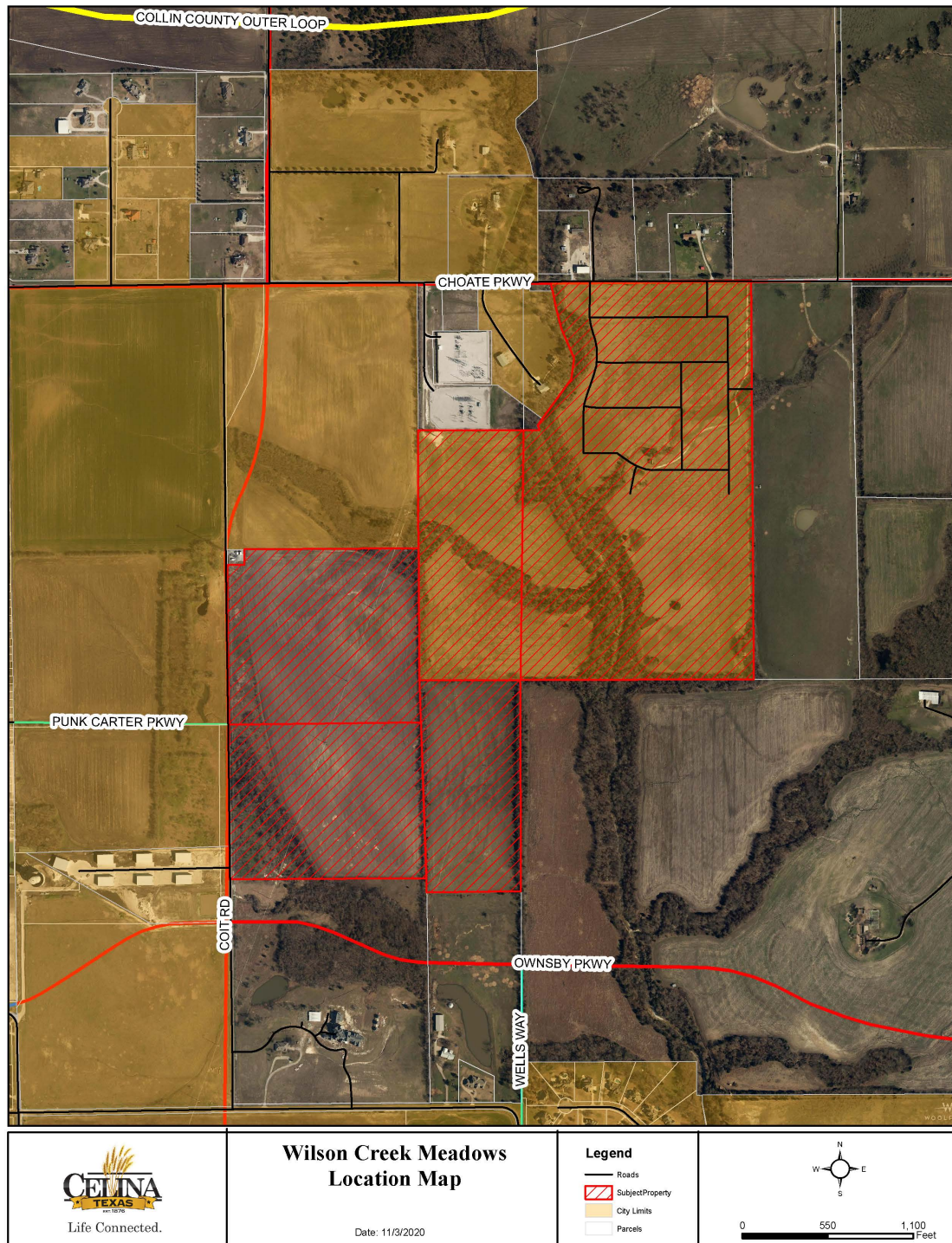
5750 Genesis Court, Suite 200
 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580
 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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Attachment: Draft Ordinance (Wilson Creek Meadows – PD Zoning)

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Wilson Creek Meadows – PD Zoning)

Exhibit C Concept Plan

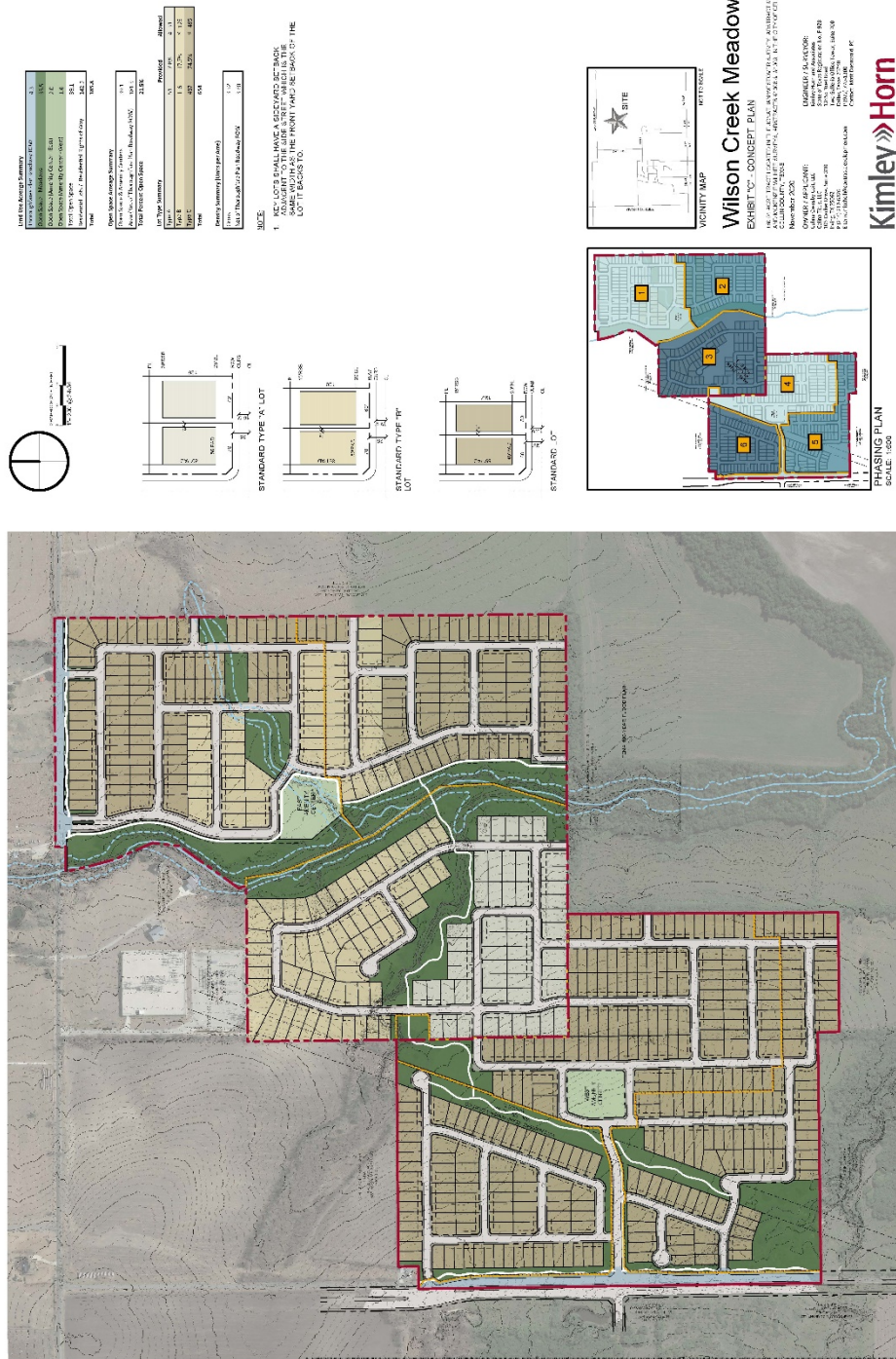


Exhibit D

Conceptual Open Space & Sidewalk Plan

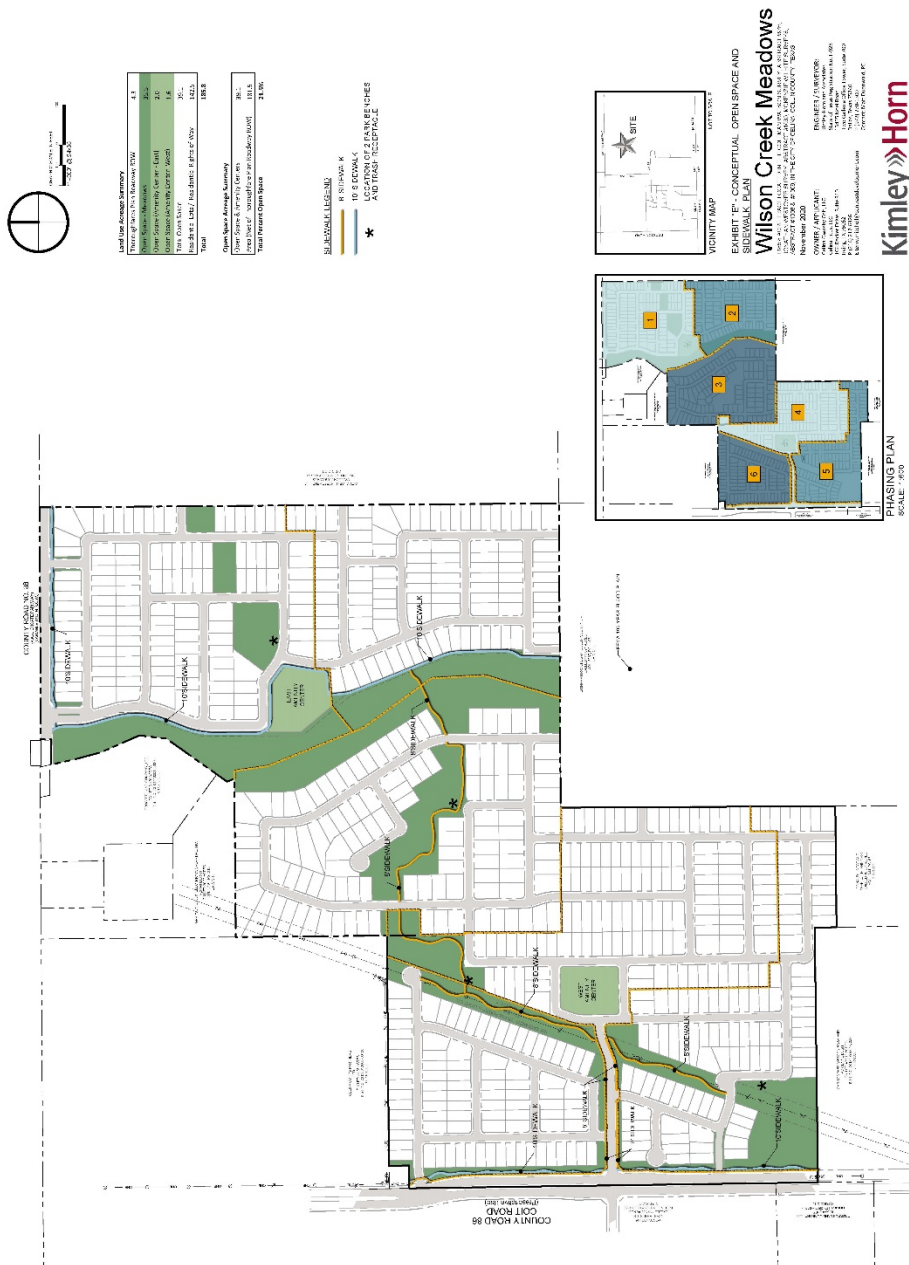


Exhibit E
Landscape Plan Details



Attachment: Draft Ordinance (Wilson Creek Meadows – PD Zoning)



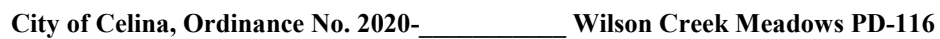






Exhibit F Development Regulations

For a 185.8118 acre tract of land out of the McKenzie Wilhite Survey, Abstract No. 1008 and Abstract No. 1009, the Jonathan Westover Survey, Abstract No. 1030 and the Coleman Watson Survey, Abstract No. 945 in the City of Celina, and Collin County, Texas as described in Exhibit A, Legal Description and as depicted graphically in Exhibit C, Concept Plan.

1.0 Purpose

The purpose of these Development Regulations is to create a well-designed, environmentally sensitive community which creates open spaces and trails which preserve the existing Wilson Creek greenway and create trails linking the various areas of the development, all in an effort to encourage and promote outdoor activity among the residents. The open space areas shown on the Concept Plan shall consist of existing corridors, and usable open space dedication (dedicated to the HOA), sidewalks, ornamental trees, and shade trees. Two generous amenity centers will complement the trail system in order to provide plenty of opportunity for the residences to recreate and socialize. This development will promote a sense of community, environmental stewardship and a healthy and robust relationship with ones neighbors.

2.0 Definitions

Except as otherwise defined in this Agreement, terms used herein shall be the same as those found in the Zoning Ordinance for the City of Celina, Texas, as may be amended (the “Zoning Ordinance”).

3.0 General Regulations

- 3.1 A homeowners association (“HOA”) shall be established and shall be responsible for the ownership and maintenance of all common areas, including all private open space areas shown on the Concept Plan.
- 3.2 The maximum number of single-family residential lots within the Property shall be 670. No more than 495 of the lots may be Type C lots, no more than 125 of the lots may be Type B lots and at least 51 of the lots shall be Type A lots. The layout for this planned development is shown on the Concept Plan, Exhibit C.
- 3.3 The phasing shown on the Concept Plan is conceptual, and may be modified by the Owner during the development process (both the size of the phase and the order of the phases may be changed).

4.0 Use Regulations

The permitted uses are outlined below:

- 4.1 The following uses are permitted by right except as otherwise noted:
- a. Single-family detached
 - b. Schools (private or public)
 - c. Civic
 - d. Country clubs
 - e. Golf course and related facilities
 - f. Marketing and sales centers associated with the development of the Property
 - g. Temporary construction offices and storage yards associated with development of the Property
 - h. Public works, including drainage facilities, water wells, and water and wastewater treatment, pumping, storage, and transmission facilities
 - i. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space
 - j. Recreation/Amenity centers, pools, cabana buildings and/or locker/changing rooms
 - k. Temporary concrete or asphalt batch plants associated with development of the Property
 - l. Houses of worship
 - m. Agricultural
 - n. All other SF-R single family residential district uses as it exists or may be amended

5.0 Area Regulations

- 5.1 General Area regulations for residential uses are set forth in the table and notes below in this Section 5.0 which contain the exclusive lot size, setback, height, dwelling size, and lot coverage requirements for the Property.

Lot Type	Min. Lot Size (Sq. Ft.)	Max. Height (Ft.)	Min. Side Yard (Ft.)	Min. Rear Yard (Ft.)	Min. Side Yard Corner Lots (Ft.)	Min. Front Yard (Ft.)	Min. Lot Width (Ft.)	Min. Lot Depth (Ft.)	Min. Structure Size (Sq. Ft.)	Max. Lot Coverage)
A	8,500	45	7	20	15	25	70	115	1,750	60%
B	7,000	45	5	15	15	20	60	110	1,500	60%
C	5,500	45	5	15	15	20	50	110	1,250	60%

1. The lot widths shall be measured along the arc of the front building line.
2. Where front porches or rear covered patios are provided, they shall be permitted to encroach a maximum of five feet into the front or rear setback line.
3. Lot coverage is defined as the footprint of the primary residential structure, excluding without limitation patios (covered or uncovered), pools, driveways, sidewalks and other improvements which are not part of an enclosed building.
4. J-swing garages may encroach into the front building line by five feet.
5. The face of a J-swing garage may be located no closer than 20 feet to the side lot line it faces.
6. For street corner lots with a side touching and adjacent to the front yard of a lot behind it, the side yard on the street side of the lot shall be the same width as the adjacent lot front yard.
7. Lot width may be reduced by 20 percent for lots fronting cul-de-sacs, eyebrows, and inside curves. The minimum lot width is measured at the platted front yard building set back. Each lot shall have a minimum of 30 feet of frontage along the right-of-way.

6.0 Design Standards

6.1 Exterior building facades for residential structures shall meet or exceed the requirements outlined in the Zoning Ordinance, as may be amended, except as follows:

1. Building materials shall comply with the applicable requirements in the Zoning Ordinance, except that cementitious fiberboard may be used on the second story provided it is interrupted by an intersecting roof line or another architectural feature. No other building design, layout or architectural standards of the Zoning Ordinance shall apply to detached single-family residences within the Property.
2. Every detached single-family residence shall have at least two enclosed parking spaces and two spaces on the driveway between the street right-of-way and the front building line.
3. Front facing garage doors with access from the street shall be allowed provided the garage doors are located at or behind the front building line. Additionally, all front facing garage doors must be in line with or behind the front facade of the house. Front facade shall be defined as the front of a building, or any face of a building given special architectural treatment. In order for a front porch to be treated as the front of the building, it must extend the length not encompassed by a garage and must be covered.
4. The primary roof pitch for residential building types shall not be less than 8:12. The minimum pitches do not apply to porches, specialty roofs, awnings, dormers, or other similar architectural features.
5. No building shall exceed a height of more than 45 feet, measured at the mid-point between the top plate and the dominate roof ridge.

7.0 Screening Regulations

7.1 Landscape Buffer:

1. A landscape buffer with a minimum width of 40 feet will be required adjacent to Coit Road except that it may be reduced to 30 feet when a right turn lane right-of-way flare occurs. A landscape buffer with a minimum width of 20 feet will be required adjacent to Choate Parkway except that it may be reduced to 10 feet when a right turn lane right-of-way flare occurs. A landscape buffer with a minimum width of 20 feet will be required adjacent to Punk Carter Parkway.
2. Landscape buffers adjacent to the Choate Parkway and Coit Road public right-of-way shall contain at least one large canopy tree, minimum 3" caliper, every 40 linear feet or fraction thereof of street frontage, inclusive of driveways. Trees may be grouped

or clustered to facilitate site design but shall not exceed 250 linear feet between trees. For every five large canopy trees or fraction thereof required along the street frontage of Coit Road and Choate Parkway, two small ornamental trees, minimum 2" caliper, shall also be provided. Sidewalks and trails shall have a meandering alignment and may encroach into the landscape buffer

3. The Landscape buffer adjacent to both sides of Punk Carter Parkway shall contain at least one large canopy tree, minimum 3" caliper, for every 50 feet of frontage. Trees may be grouped or clustered to facilitate site design but shall not exceed 250 linear feet between trees. No trees will be placed in the power line easement.
4. Forty-four hundred (4,400) square feet of shrub/ornamental grass bed shall be installed along the Choate Parkway frontage. The shrub/ornamental grass bed requirement shall be placed in at least three different locations along the frontage.
5. Ten thousand (10,000) square feet of shrub/ornamental grass bed shall be installed along the Coit Road frontage. The shrub/ornamental grass bed requirement shall be placed in at least three different locations along the frontage.
6. Sidewalks and trails shall have a meandering alignment and may encroach into the landscape buffer. Landscape planting areas shall be included generally as shown on the Landscape Plan, Exhibit E, intermittently within the Landscape buffer area.

7.2 Screening Fences:

1. For single-family lots siding or backing to Coit Road, there shall be a minimum six-foot masonry fence.
2. For single-family lots siding or backing to Choate Parkway, there shall be a minimum six-foot masonry fence. As an alternative, a six-foot minimum height decorative metal fence with shrubbery, trees and masonry columns (at a minimum spacing of 80 feet), a living screen, earthen berms or any combination thereof may be used for screening.
3. For single-family lots siding or backing to Punk Carter Parkway, an eight-foot board-on-board wood fence with masonry columns shall be installed.
4. Single-family lots siding or backing to open space shall have a minimum five-foot ornamental metal fencing adjacent to the open space area, which shall be installed during home construction and shall not be a condition of subdivision acceptance by the City. Lots backing or siding to the power line easement shall be exempted from this requirement.
5. An eight foot tall stained wood board-on-board fence with a cap shall be installed at the time of home construction as each lot is developed for the rear yards adjacent to

the electric transmission station tract (i.e., along the north boundary line of each of the northern most lots in Phase 3 as shown on the Concept Plan, Exhibit C)

6. No other screening fence requirements shall apply.

8.0 Open Space Regulations

- 8.1 This section shall satisfy all requirements of the SF-R, single-family residential district for open space dedication, amenities and improvements for the Property.

1. Development of sidewalks within the Property shall comply with the attached Exhibit D, Conceptual Open Space and Sidewalk Plan. Minor modifications to the alignment of sidewalks shown on Exhibit D are permitted. In addition, the City Manager or his designee may approve modifications to Exhibit D that do not materially change the amount of open space shown on Exhibit D or the scope of the amenities shown on Exhibit D.
2. Open space areas within Wilson Creek Meadows containing trails shall be open to the public. Amenity centers, Common Areas, playground equipment or other amenities shall be privately owned, maintained and used by the Homeowners Association residences and their guests only.
3. A minimum of 36 acres (approximately 20 percent of the total planned development acreage), as shown on Exhibit E, Conceptual Open Space and Sidewalk Plan, shall be retained as open space. Such open space may be located anywhere on the Property. For the purposes of the development regulations, the term "open space" means natural areas, amenity centers, floodplain, areas used for drainage and detention, common areas, parkways and landscape setbacks along thoroughfares. Open space shall be privately owned. Open space shall not consist of any area platted for residential dwellings or road right-of-way.
4. As shown on Exhibit D, Conceptual Open Space and Sidewalk Plan, over 10,000 linear feet of various width concrete pedestrian sidewalk will be built within Wilson Creek Meadows in phases as the Property is developed. An eight (8) foot wide sidewalk will be installed along the both sides of Punk Carter Parkway west of the power line easement, along the power line easement from the end of the northernmost cul-de-sac south to the southernmost residential street crossing and along the open space north of the west amenity center along the western tributary to Wilson Creek from the power line easement east to the ten foot sidewalk on the east side of Wilson Creek. A ten (10) foot wide sidewalk will be installed along the east side of Coit Road, along the south side of Choate Parkway and along the east side of Wilson Creek. A

five (5) foot sidewalk will be installed along both sides of Punk Carter Parkway east of the power line easement and in other areas where open space is adjacent to a street throughout the remainder of the development. The sidewalks shall be located on land dedicated to the HOA.

5. As shown on Exhibit D, Conceptual Open Space and Sidewalk Plan, a pedestrian bridge wide enough to accommodate an eight foot wide trail will be installed across Wilson Creek. The bridge will be constructed prior to the 50th building permit being issued within Phase 3.
6. Park benches will be placed every 600 feet along the sidewalk on the east side of Wilson Creek; however, the benches may be grouped provided the total number of benches shall equal the number based on the 600 foot spacing. Additionally, two (2) park benches and a trash receptacle shall be placed in two (2) locations along the sidewalk within the property west of Wilson Creek as shown on Exhibit D. If an area is chosen that does not already contain mature shade trees, two (2) 3" inch caliper shade trees shall also be installed in each bench location.
7. The exact location of the trails shown on Exhibit D, Conceptual Open Space and Sidewalk Plan is conceptual and subject to change at the time the final street and lot layout is determined (construction plat). Further, the trail may be built in phases based on the limits of each construction plat.
8. An amenity center will be built east of Wilson Creek which, at a minimum, contains a large shade pavilion/patio, a swimming pool, a children's splash pad, enclosed restroom/changing areas, a commercial grade playground with at least eight play elements, associated sidewalks, and 14 off-street parking spaces. Undeveloped areas within the lot containing the amenity center shall be fully landscaped and irrigated. The East Amenity Center will be completed prior to the 200th building permit being issued in Wilson Creek Meadows east of Wilson Creek. The City will review and certify that the playground is in compliance with the requirements of this section. A conceptual site plan of the East Amenity Center is shown on Exhibit E.
9. An amenity center will be built west of Wilson Creek which, at a minimum, contains a building which consists of enclosed restrooms, changing areas and a covered patio, a swimming pool, a children's splash pad, an artificial grass event lawn with lighting, two fire pits, a commercial grade playground with at least 12 play elements, associated sidewalks and at least 14 parking spaces. Undeveloped areas within the lot containing the amenity center shall be fully landscaped and irrigated. The West Amenity Center will be complete prior to the 200th building permit being issued for homes located west of Wilson Creek. The City will review and certify that the playground is in

compliance with the requirements of this section. A conceptual site plan of the West Amenity Center is shown on Exhibit E.

10. All open space areas shall be owned and maintained by the HOA.
11. Prior to receiving a Certificate of Occupancy, each home backing to the power line easement shall have one (1) 3" inch caliper tree from the City's approved tree list installed in the rear yard.
12. The power line easement shall be irrigated where it is not part of a residential lot, provided the power company allows irrigation within the power line easement. Further, provided the power company allows landscaping within the power line easement, 25 two-inch caliper Vitex or similar ornamental trees shall be planted in at least four (4) locations along the easement. Further, native grass landscape beds shall be placed in at least three different locations along the power line easement sidewalk totaling at least 3,000 square feet of landscape beds. The Landscape Plan, Exhibit E indicates the conceptual planting layout.

9.0 Subdivision Regulations

9.1 Development shall meet the standards as required in the Subdivision Regulations except as follows:

1. Block length – The maximum internal block length shall be 1,200 feet (measured from intersections such as elbows, tees and cross intersections) and shall contain no more than 20 lots on each side of the street. The maximum block length along open space, perimeter property lines or thoroughfares shall be 1500 feet and shall contain no more than 30 lots on one side of the street. Other exceptions to these block length requirements may be granted for special circumstances or conditions affecting the property in question; exceptions shall be applied for as a subdivision ordinance variance and presented to the Planning & Zoning Commission and City Council at the time of Construction/Preliminary Plat consideration for approval. Pecuniary interests standing alone shall not be justification for the granting of a variance.
2. Cul-de-Sac Length and Diameter – The maximum cul-de-sac length is 600 feet. The right-of-way "bulb" radius shall be fifty feet and the paving radius shall be 40.5 feet to back of curb.
3. Street Offset – The minimum street offset at street intersections measured centerline of road to centerline of road shall be 125 feet.

4. Temporary Dead End Streets - temporary dead end streets, which are less than or equal to 160 feet in length, are not required to have a temporary turnaround at the end of the street, even if the dead end street has lots facing it.
5. Tree Survey/Tree Credits - Due to the density of existing trees in the natural areas being preserved by this planned development, trees located in these natural areas which are being used for preservation credit shall be inventoried for inclusion in Preservation Credits but need not have their exact location shown on the tree survey. Trees in the natural areas which are being used for Preservation Credits shall be tagged to insure no duplication occurs, and the species and size shall be recorded on the tree credit table included with the construction plans. No other trees in the natural areas are required to be catalogued or located on a tree survey. The tree survey and any necessary tree mitigation plan shall be prepared and processed through the city at the time the construction plat for each phase is submitted.
6. Plat and GDP Extensions - If requested in writing by the owner or developer of any portion of the Property at least 90 days prior to the expiration date, any approved GDP, construction plat and/or construction plans shall be automatically extended one time for one year. City staff shall provide written confirmation of the one year extension upon receipt of said request from the owner or developer.
7. As construction of each phase is completed, representatives of the City shall inspect the water, sanitary sewer, drainage and roadway improvements. If the City finds that such improvements have been completed in accordance with the construction plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws, rules and regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense. The requirement for acceptance does not apply to recreational facilities and landscaping improvements that will be maintained by a homeowners association. Installation of franchise utilities shall be a requirement for acceptance, except that the developer may sell up to thirty percent of the lots within a platted phase and a builder may build on up to thirty percent of the lots within a platted phase without the completion of such installation if the developer indemnifies the City for any damage to the accepted improvements that results from the franchise utility provider installing such utilities after acceptance by the City. Installation of landscaping, trails, entry features, retaining walls on private lots, hardscaping and amenity improvements (whether public or private) shall not be a requirement for acceptance of a subdivision.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Dynavest ETJ- Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 1,809 acres within the Extraterritorial Jurisdiction, generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest ETJ- Annexation) (Mohan)

Applicant:

Dynavest Joint Venture
24 Devonstone Place
Dallas, TX 75248-7910

Background Information:

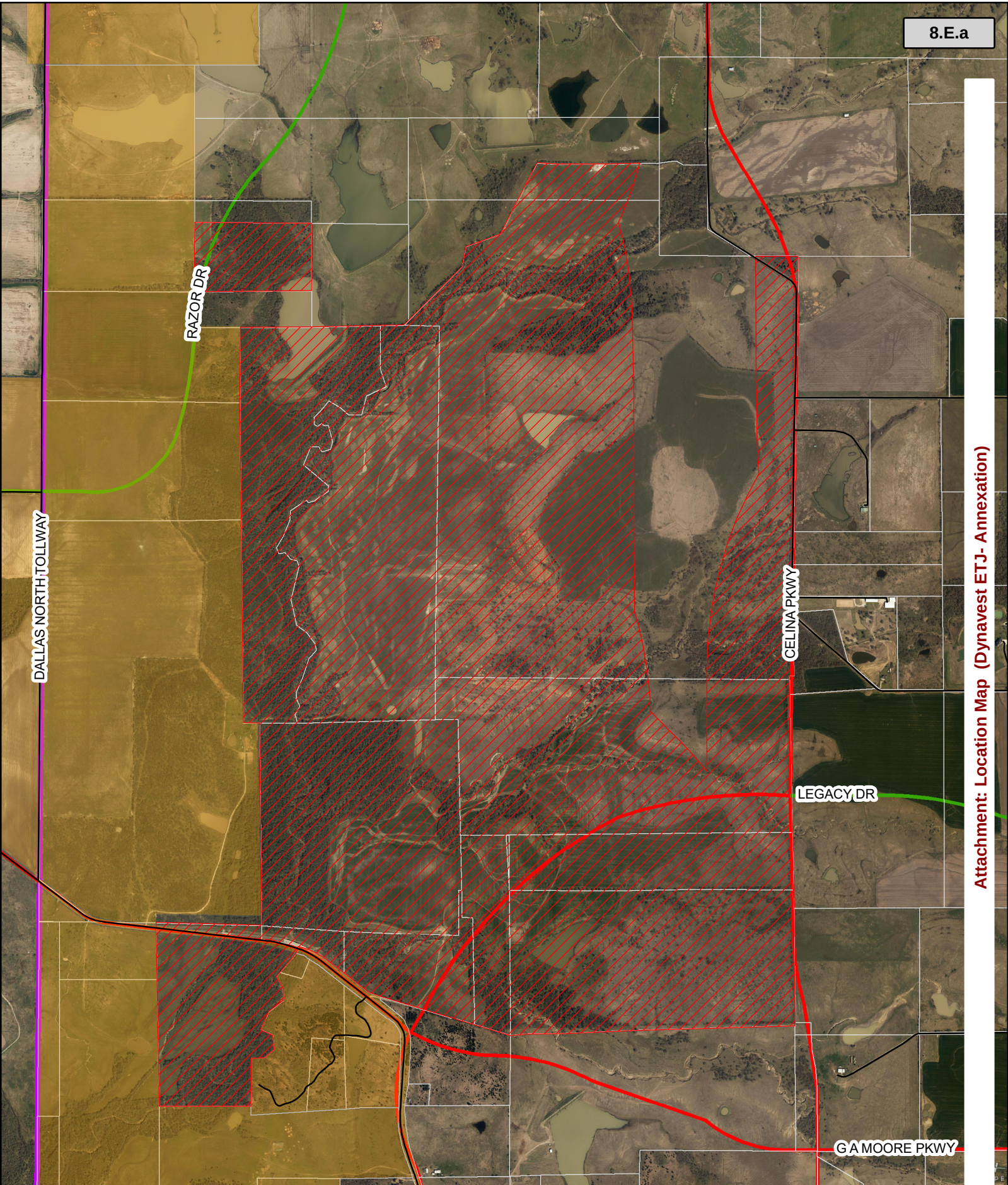
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (Dynavest ETJ- Annexation)

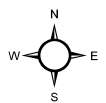


Dynavest ETJ Section Location Map

Date: 12/1/2020

Legend

- Roads
- Subject Property
- City Limits
- Parcels



0

Packet Pg. 376

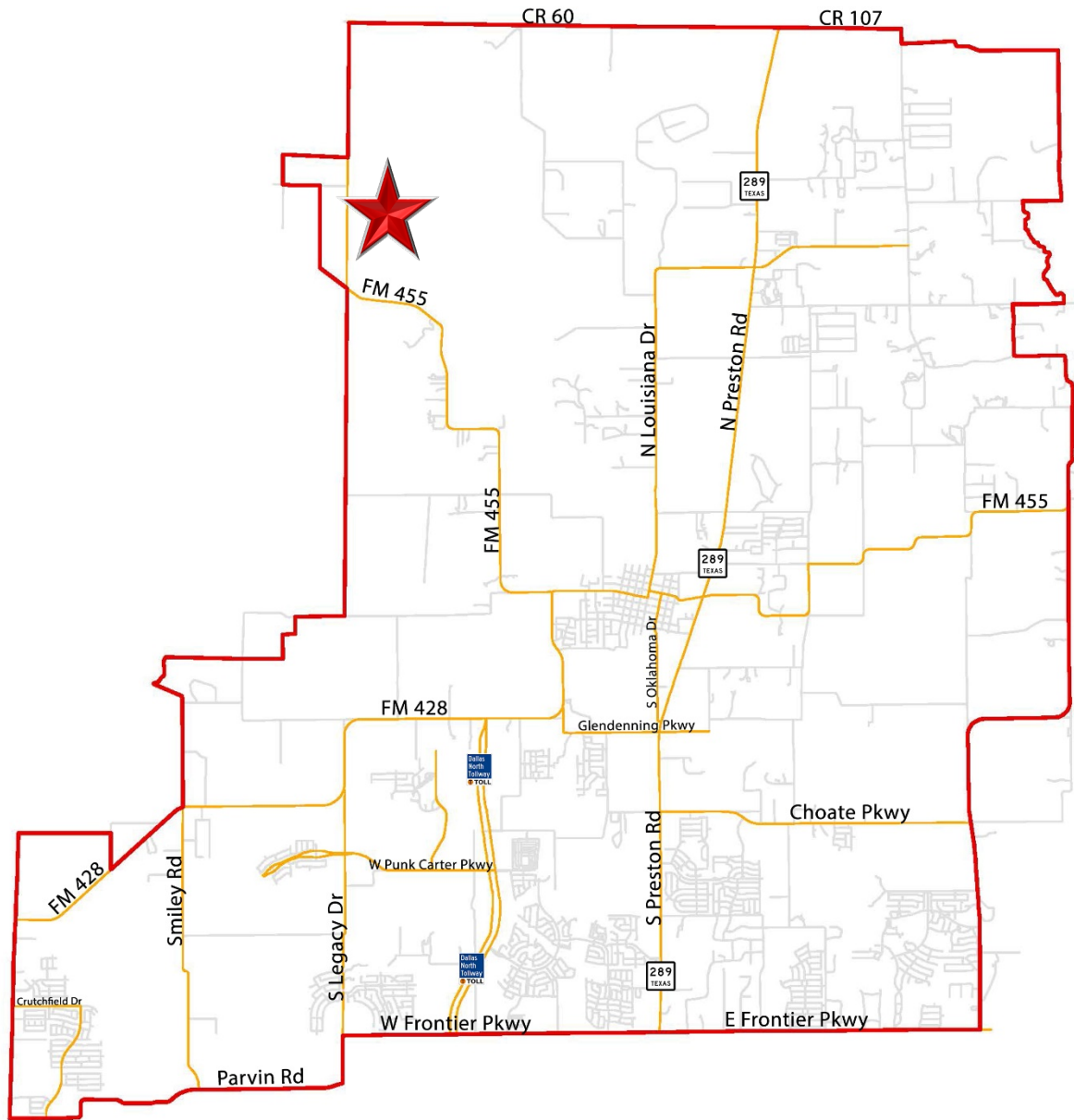
Feet

Dynavest

Annexation & Planned Development

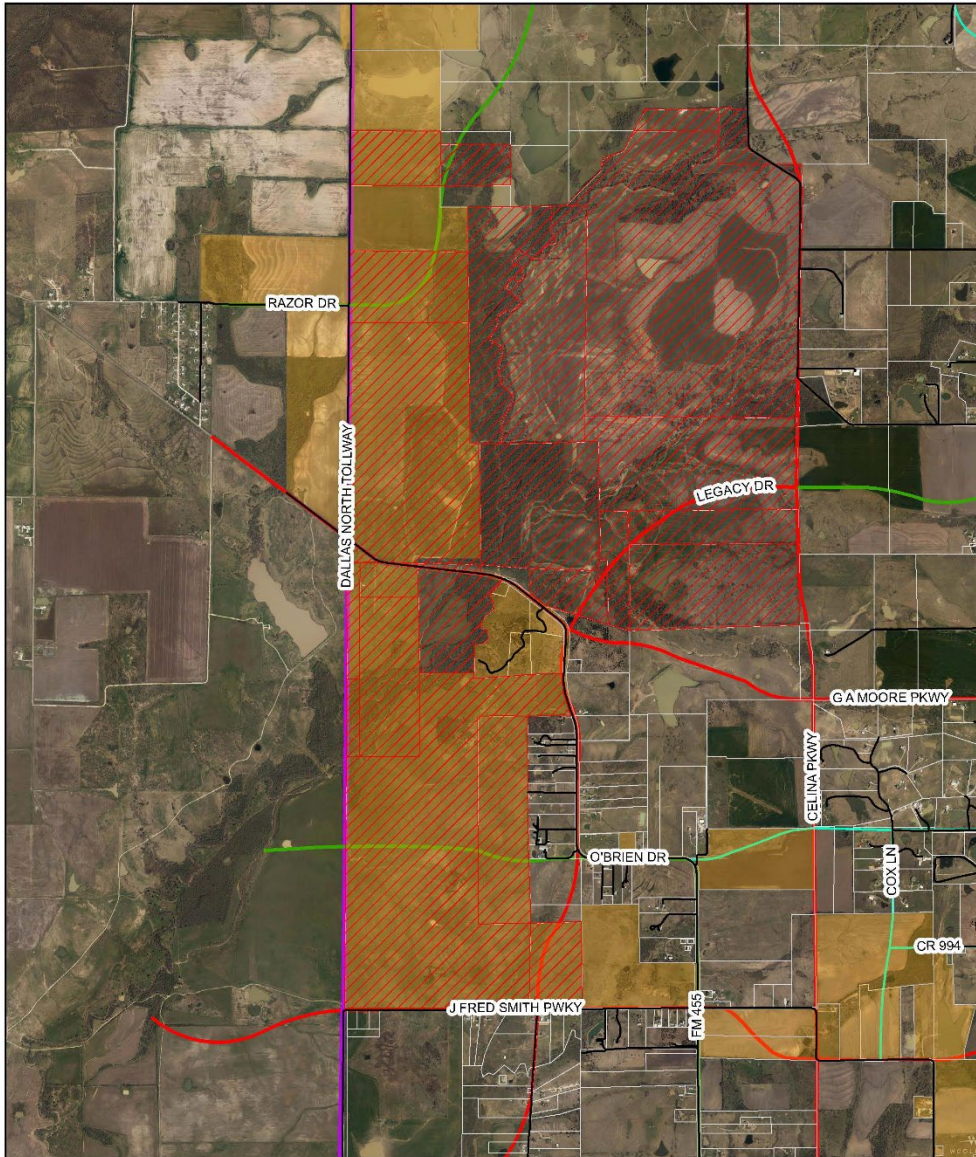
City Council

December 8, 2020



Location Map

The subject property is generally located east of the Dallas North Tollway and north of J Fred Smith Parkway



Attachment: Staff Presentation (Dynavest ETJ- Annexation)

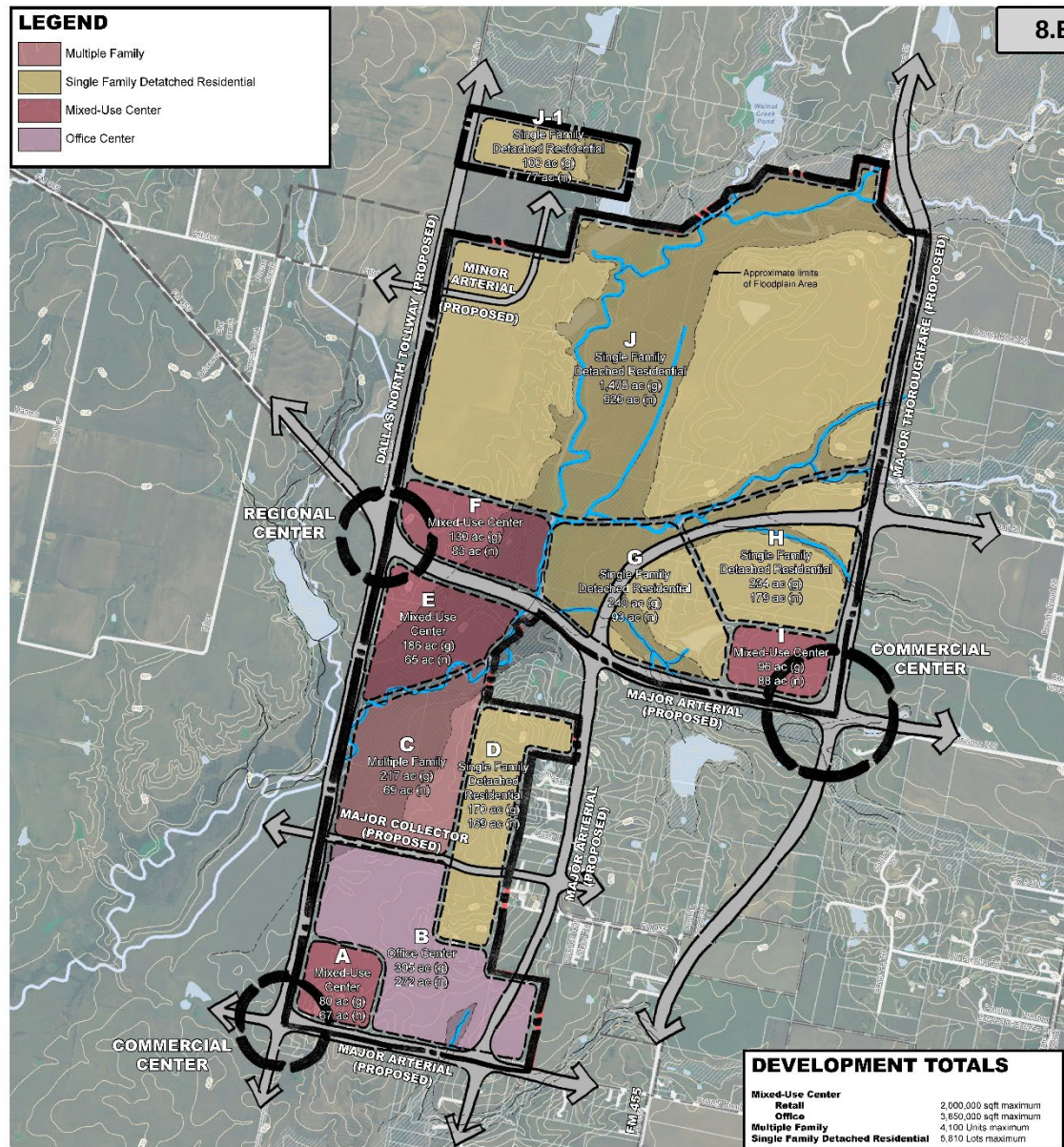
Background

- In September 2020, the City approved a Development Agreement that outlined the property's future annexation and zoning
- The subject property is approximately 3,292 acres and located both in the City Limits and in the Extraterritorial Jurisdiction (ETJ)
- The applicant's request is to zone the property to various uses, per the governing DA

Attachment: Staff Presentation (Dynavest ETJ- Annexation)

Concept Plan

8.E.b



Attachment: Staff Presentation (Dynavest ETJ- Annexation)

Policy Considerations

- The development is annexing approximately 1,809 acres into the City
- The proposed zoning is appropriate for the location and is in conformance with the governing DA
- The Dallas North Tollway Overlay District will apply to the property
- The annexation & zoning requests will be considered concurrently by City Council this evening

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its November 17th regular meeting
- Staff recommends approval of both the Annexation & Zoning as presented, per the governing DA

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
DYNAVEST (ETJ) C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 1,628 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED NORTH OF J FRED SMITH PARKWAY, WEST OF CELINA PARKWAY, EAST OF DALLAS PARKWAY, AND SOUTH OF MARILEE ROAD AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 8th day of December, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 23rd day of November, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **ANNEXATION OF AREA**

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6 **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Dynavest ETJ- Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Legal Description

Tract 1:

Starting at the most Northeasterly point of Abs A0254 John Davis Survey, Tract 3, 82.25 Acres as the Point of Beginning:

THENCE North 89 degrees 15 minutes 25 seconds East, 1,885.871 feet;

THENCE North 88 degrees 50 minutes 38 seconds East, 317.224 feet;

THENCE North 44 degrees 50 minutes 5 seconds East, 1,105.130 feet;

THENCE North 11 degrees 34 minutes 7 seconds East, 275.440 feet;

THENCE North 69 degrees 33 minutes 31 seconds East, 489.700 feet;

THENCE North 27 degrees 25 minutes 27 seconds East, 1,078.120 feet;

THENCE South 87 degrees 3 minutes 11 seconds East, 266.860 feet;

THENCE South 89 degrees 20 minutes 14 seconds East, 329.620 feet;

THENCE North 89 degrees 34 minutes 32 seconds East, 340.030 feet;

THENCE North 89 degrees 27 minutes 19 seconds East, 441.314 feet;

THENCE South 13 degrees 7 minutes 30 seconds West, 44.917 feet;

THENCE South 16 degrees 52 minutes 30 seconds West, 345.513 feet;

THENCE South 20 degrees 37 minutes 30 seconds West, 345.513 feet;

THENCE South 24 degrees 22 minutes 30 seconds West, 113.012 feet;

THENCE South 13 degrees 17 minutes 49 seconds East, 362.102 feet;

THENCE South 9 degrees 22 minutes 30 seconds East, 345.513 feet;

THENCE South 5 degrees 37 minutes 30 seconds East, 345.514 feet;

THENCE South 1 degrees 21 minutes 26 seconds East, 1,236.626 feet;

THENCE South 0 degrees 3 minutes 19 seconds East, 1,700.611 feet;

THENCE South 0 degrees 31 minutes 50 seconds East, 1,274.922 feet;

THENCE South 14 degrees 4 minutes 16 seconds East, 461.958 feet;

THENCE South 9 degrees 22 minutes 30 seconds East, 345.513 feet;

THENCE South 5 degrees 37 minutes 30 seconds East, 345.514 feet;

THENCE South 2 degrees 59 minutes 56 seconds East, 197.950 feet;
 THENCE South 45 degrees 46 minutes 45 seconds East, 143.623 feet;
 THENCE South 43 degrees 54 minutes 45 seconds East, 200.451 feet;
 THENCE South 45 degrees 18 minutes 33 seconds East, 153.861 feet;
 THENCE South 41 degrees 58 minutes 43 seconds East, 609.809 feet;
 THENCE North 0 degrees 0 minutes 0 seconds East, 1,383.244 feet;
 THENCE North 3 degrees 45 minutes 0 seconds East, 690.657 feet;
 THENCE North 9 degrees 22 minutes 30 seconds East, 345.513 feet;
 THENCE North 13 degrees 7 minutes 30 seconds East, 345.513 feet;
 THENCE North 16 degrees 52 minutes 30 seconds East, 345.513 feet;
 THENCE North 20 degrees 37 minutes 30 seconds East, 345.513 feet;
 THENCE North 24 degrees 22 minutes 30 seconds East, 345.514 feet;
 THENCE North 28 degrees 1 minutes 24 seconds East, 326.816 feet;
 THENCE North 1 degrees 35 minutes 20 seconds West, 1,042.967 feet;
 THENCE North 0 degrees 31 minutes 2 seconds West, 1,882.785 feet;
 THENCE North 89 degrees 31 minutes 2 seconds East, 573.326 feet;
 THENCE South 0 degrees 55 minutes 49 seconds West, 1,921.671 feet;
 THENCE South 0 degrees 52 minutes 58 seconds West, 2,664.563 feet;
 THENCE South 1 degrees 39 minutes 25 seconds West, 212.255 feet;
 THENCE South 0 degrees 49 minutes 18 seconds East, 286.438 feet;
 THENCE South 2 degrees 1 minutes 51 seconds East, 560.340 feet;
 THENCE South 86 degrees 25 minutes 23 seconds West, 66.000 feet;
 THENCE South 1 degrees 4 minutes 18 seconds East, 51.392 feet;
 THENCE South 1 degrees 4 minutes 18 seconds East, 2,052.075 feet;
 THENCE South 1 degrees 4 minutes 18 seconds East, 780.334 feet;
 THENCE South 0 degrees 50 minutes 6 seconds East, 1,829.317 feet;
 THENCE South 88 degrees 23 minutes 35 seconds West, 2,104.210 feet;
 THENCE South 87 degrees 26 minutes 26 seconds West, 986.670 feet;

THENCE South 89 degrees 5 minutes 36 seconds West, 508.110 feet;
 THENCE South 84 degrees 52 minutes 49 seconds West, 232.625 feet;
 THENCE North 73 degrees 25 minutes 53 seconds West, 507.080 feet;
 THENCE North 73 degrees 5 minutes 18 seconds West, 1,317.713 feet;
 THENCE North 71 degrees 0 minutes 42 seconds West, 176.995 feet;
 THENCE North 52 degrees 3 minutes 45 seconds West, 412.564 feet;
 THENCE North 52 degrees 3 minutes 45 seconds West, 285.106 feet;
 THENCE North 53 degrees 21 minutes 29 seconds West, 48.249 feet;
 THENCE North 56 degrees 23 minutes 12 seconds West, 48.250 feet;
 THENCE North 59 degrees 24 minutes 56 seconds West, 48.250 feet;
 THENCE North 62 degrees 26 minutes 39 seconds West, 48.250 feet;
 THENCE North 65 degrees 28 minutes 21 seconds West, 48.250 feet;
 THENCE North 68 degrees 30 minutes 5 seconds West, 48.250 feet;
 THENCE North 71 degrees 31 minutes 47 seconds West, 48.250 feet;
 THENCE North 72 degrees 34 minutes 2 seconds West, 99.390 feet;
 THENCE South 16 degrees 58 minutes 2 seconds West, 95.648 feet;
 THENCE South 40 degrees 12 minutes 22 seconds West, 414.210 feet;
 THENCE South 31 degrees 12 minutes 14 seconds East, 180.877 feet;
 THENCE South 0 degrees 11 minutes 17 seconds East, 54.173 feet;
 THENCE South 4 degrees 22 minutes 41 seconds East, 57.684 feet;
 THENCE South 4 degrees 22 minutes 41 seconds East, 57.684 feet;
 THENCE South 4 degrees 22 minutes 40 seconds East, 45.486 feet;
 THENCE South 53 degrees 0 minutes 13 seconds West, 256.140 feet;
 THENCE South 23 degrees 5 minutes 52 seconds West, 269.210 feet;
 THENCE South 65 degrees 40 minutes 12 seconds East, 178.820 feet;
 THENCE South 4 degrees 36 minutes 5 seconds East, 193.800 feet;
 THENCE South 50 degrees 16 minutes 5 seconds West, 169.490 feet;
 THENCE South 87 degrees 15 minutes 31 seconds West, 174.709 feet;

THENCE South 0 degrees 31 minutes 43 seconds West, 642.206 feet;
 THENCE South 89 degrees 59 minutes 0 seconds West, 1,232.872 feet;
 THENCE North 1 degrees 1 minutes 12 seconds West, 1,700.005 feet;
 THENCE North 0 degrees 57 minutes 10 seconds West, 776.012 feet;
 THENCE South 88 degrees 23 minutes 33 seconds East, 1,421.500 feet;
 THENCE North 0 degrees 36 minutes 27 seconds West, 2,716.221 feet;
 THENCE North 87 degrees 42 minutes 45 seconds West, 218.819 feet;
 THENCE North 0 degrees 26 minutes 21 seconds West, 5,319.875 feet; to the point of beginning
 for a total of 1,582.83 Acres.

Note: This description is based on the Texas State Plane Coordinate System, North Central Zone, NAD83; and does not reflect an on-the-ground survey.

Tract 2:

Starting at the most Northeasterly point of Abs A0254 John Davis Survey, Tract 2, 56.0 Acres as the Point of Beginning:

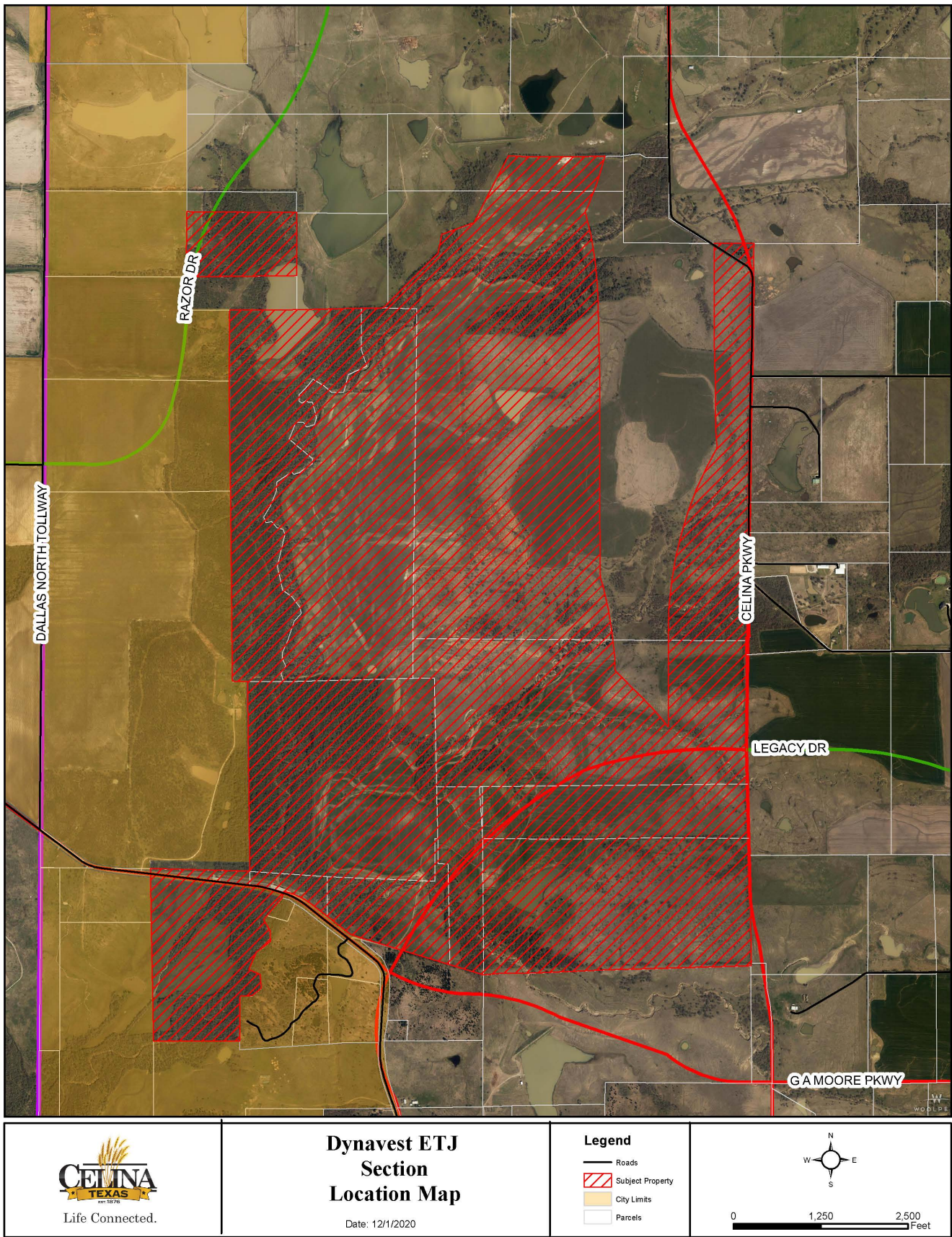
THENCE South 89 degrees 39 minutes 44 seconds East, 1,569.457 feet;

THENCE South 0 degrees 8 minutes 9 seconds East, 1,201.591 feet;

THENCE South 89 degrees 26 minutes 54 seconds West, 1,580.209

THENCE North 0 degrees 22 minutes 2 seconds East, 1,226.081 feet to the point of beginning
 for a total of 44.474 Acres

Note: This description is based on the Texas State Plane Coordinate System, North Central Zone, NAD83; and does not reflect an on-the-ground survey.



Attachment: Draft Ordinance (Dynavest ETJ- Annexation)

Exhibit “B”
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

- c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Dynavest Other ETJ - Annexation

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 236 acres, generally located north of future Legacy Drive, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest Other ETJ - Annexation) (Mohan)

Applicant:

Dynavest Joint Venture
24 Devonstone Place
Dallas, TX 75248-7910

Background Information:

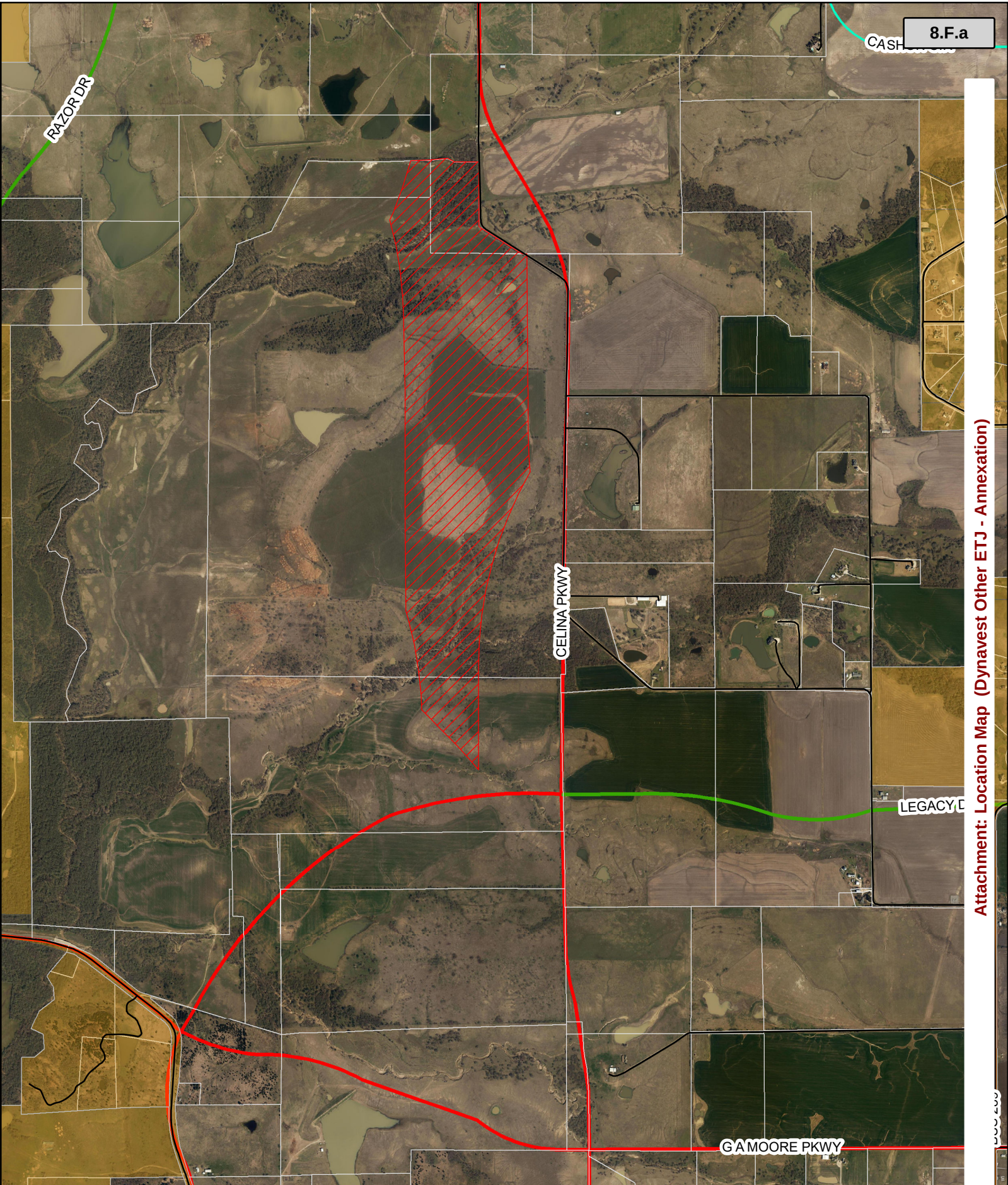
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (Dynavest Other ETJ - Annexation)

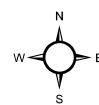


Dynavest Non ETJ Section Location Map

Date: 11/25/2020

Legend

- Roads
- Tract3
- City Limits
- Parcels



0

Packet Pg. 398

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-_____
DYNAVEST (OTHER ETJ) C-3 ANNEXATION**

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING APPROXIMATELY 236 ACRES OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED NORTH OF J FRED SMITH PARKWAY, WEST OF CELINA PARKWAY, EAST OF DALLAS PARKWAY, AND SOUTH OF MARILEE ROAD, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 8th day of December, 2020, in the Council Chamber located at 112 N. Colorado in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, 23rd day of November, 2020, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (20) year term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **OFFICIAL CITY MAP AMENDED**

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3 **ANNEXATION OF AREA**

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5 **EFFECT ON TERRITORY**

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6 **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take

effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

APPROVED AS TO FORM:

Vicki Tarrant, City Secretary
City of Celina, Texas

City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Dynavest Other ETJ - Annexation)

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Legal Description

Starting at the most Northwesterly point of Abs A0876 S A & M G Ry Co Survey, Tract 3, 22.31 Acres:

THENCE South 87 degrees 3 minutes 11 seconds East, 266.860 feet;

THENCE South 89 degrees 20 minutes 14 seconds East, 329.620 feet;

THENCE North 89 degrees 3 minutes 20 seconds East, 780.920 feet to the point of beginning:

THENCE South 13 degrees 7 minutes 30 seconds West, 44.917 feet;

THENCE South 16 degrees 52 minutes 30 seconds West, 345.513 feet;

THENCE South 20 degrees 37 minutes 30 seconds West, 345.513 feet;

THENCE South 24 degrees 22 minutes 30 seconds West, 113.012 feet;

THENCE South 13 degrees 17 minutes 49 seconds East, 362.102 feet;

THENCE South 9 degrees 22 minutes 30 seconds East, 345.513 feet;

THENCE South 5 degrees 37 minutes 30 seconds East, 345.514 feet;

THENCE South 1 degrees 21 minutes 26 seconds East, 1,236.626 feet;

THENCE South 0 degrees 3 minutes 19 seconds East, 1,700.611 feet;

THENCE South 0 degrees 31 minutes 50 seconds East, 1,274.922 feet;

THENCE South 14 degrees 4 minutes 16 seconds East, 461.958 feet;

THENCE South 9 degrees 22 minutes 30 seconds East, 345.513 feet;

THENCE South 5 degrees 37 minutes 30 seconds East, 345.514 feet;

THENCE South 2 degrees 59 minutes 56 seconds East, 197.950 feet;

THENCE South 45 degrees 46 minutes 45 seconds East, 143.623 feet;

THENCE South 43 degrees 54 minutes 45 seconds East, 200.451 feet;

THENCE South 45 degrees 18 minutes 33 seconds East, 153.861 feet;

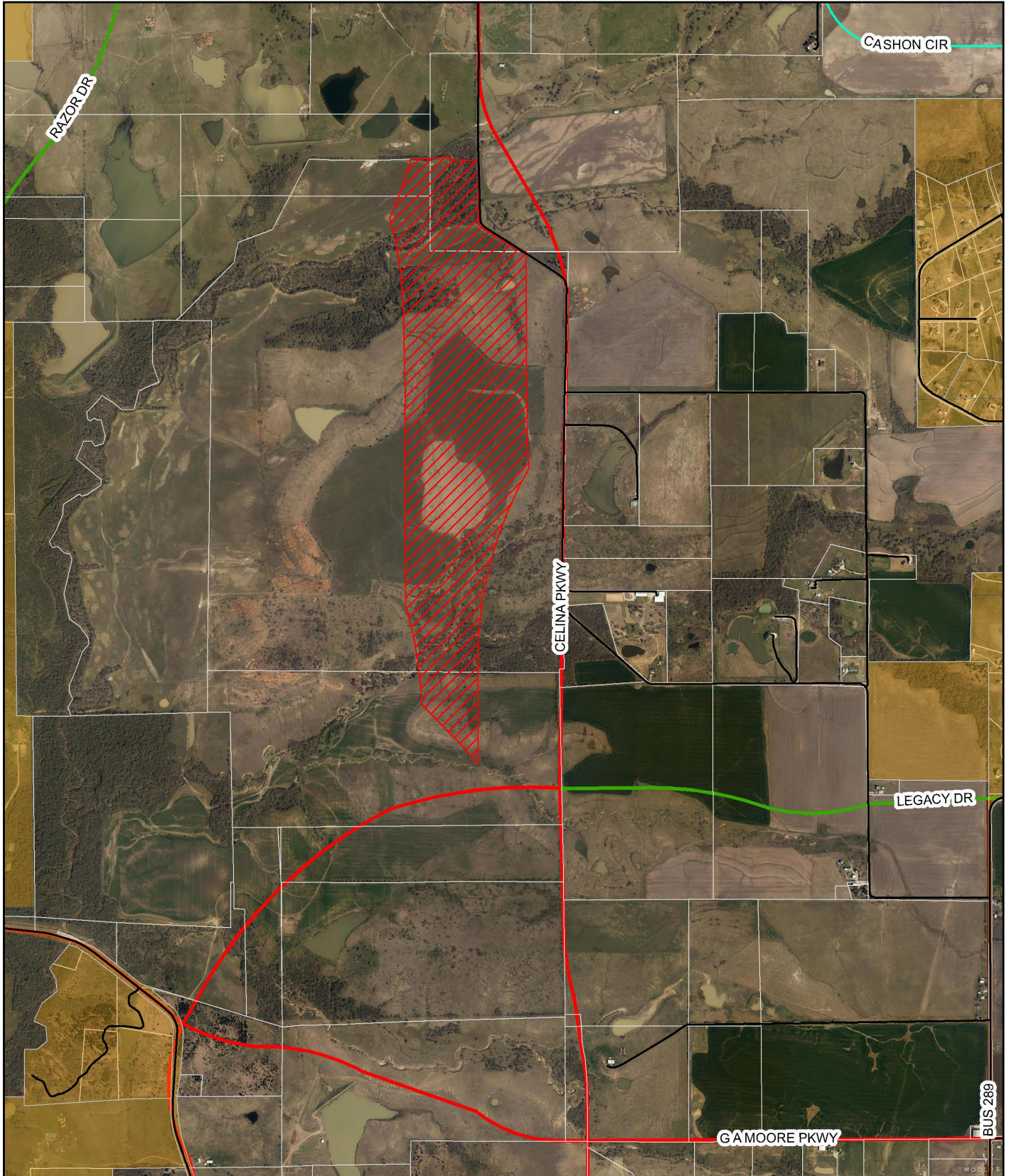
THENCE South 41 degrees 58 minutes 43 seconds East, 609.809 feet;

THENCE North 0 degrees 0 minutes 0 seconds East, 1,383.244 feet;

THENCE North 3 degrees 45 minutes 0 seconds East, 690.657 feet;

Attachment: Draft Ordinance (Dynavest Other ETJ - Annexation)

THENCE North 9 degrees 22 minutes 30 seconds East, 345.513 feet;
THENCE North 13 degrees 7 minutes 30 seconds East, 345.513 feet;
THENCE North 16 degrees 52 minutes 30 seconds East, 345.513 feet;
THENCE North 20 degrees 37 minutes 30 seconds East, 345.513 feet;
THENCE North 24 degrees 22 minutes 30 seconds East, 345.514 feet;
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THENCE North 1 degrees 35 minutes 20 seconds West, 1,042.967 feet;
THENCE North 0 degrees 31 minutes 2 seconds West, 1,882.785 feet;
THENCE South 89 degrees 47 minutes 38 seconds West, 68.359 feet;
THENCE North 57 degrees 59 minutes 28 seconds West, 683.542 feet;
THENCE North 0 degrees 0 minutes 0 seconds East, 869.220 feet;
THENCE South 89 degrees 39 minutes 20 seconds West, 322.243 feet;
THENCE North 61 degrees 13 minutes 46 seconds West, 109.950 feet;
THENCE South 84 degrees 7 minutes 12 seconds West, 236.090 feet;
THENCE South 88 degrees 8 minutes 54 seconds West, 262.631 feet to the point of beginning
for 235.54 Acres.



Attachment: Draft Ordinance (Dynavest Other ETJ - Annexation)

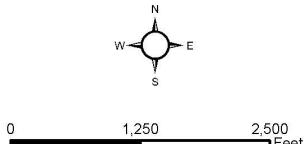
	Dynavest Non ETJ Section Location Map Date: 11/25/2020	Legend - Roads - Tract3 - City Limits - Parcels	
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Exhibit "B"**Substance from body of executed Service Agreement for C-3 Annexed Property****A) SERVICE PLAN GENERALLY**

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and

- equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Dynavest PD - Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 3,292 acre tract of land to Planned Development (PD) with Dallas North Tollway Overlay District (DNTD) and various uses, generally located north of J Fred Smith Parkway, west of Celina Parkway, east of Dallas Parkway, and south of Marilee Road. (Dynavest PD – Zoning) (Mohan)

Applicant:

Dynavest Joint Venture
24 Devonstone Place
Dallas, TX 75248-7910

Background Information:

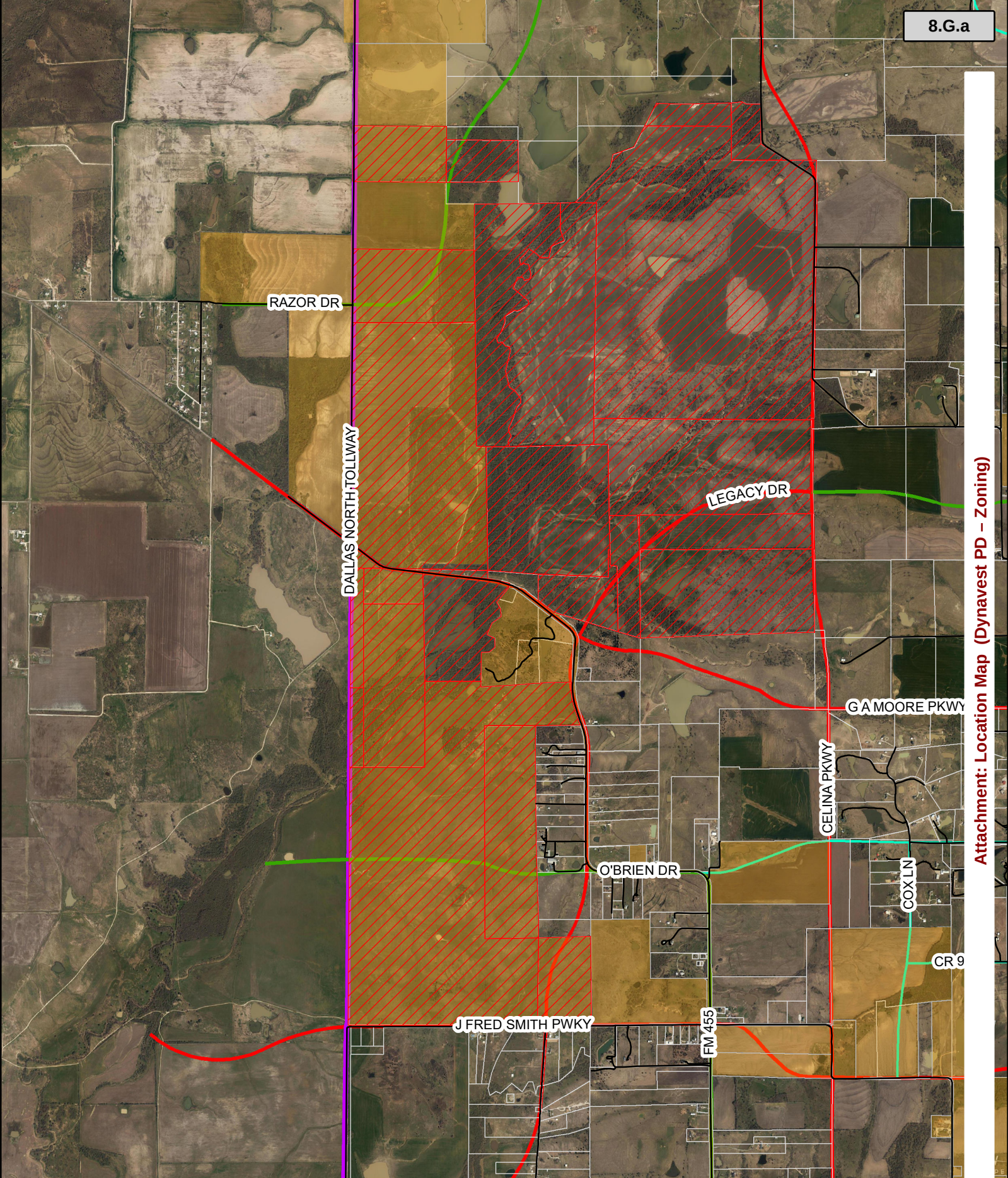
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (Dynavest PD – Zoning)

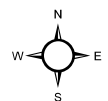


Dynavest PD Zoning Location Map

Date: 11/3/2020

Legend

- Roads
- Dynavest
- City Limits
- Parcels



0

Packet Pg. 411

Feet

CITY OF CELINA, TEXAS

ORDINANCE 2020-____
DYNAVEST

PLANNED DEVELOPMENT #117

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 3,292 ACRES LOCATED IN TRACT 1 AS J. W. HAYNES SURVEY, ABSTRACT# 453, J. CUMBA SURVEY, ABSTRACT# 242, THE J DAVIS SURVEY, ABSTRACT# 254, THE B.B.B. & C.R.R. SURVEY, ABSTRACT# 131, THE H. COCHRAN SURVEY, ABSTRACT# 192, THE T & P. RR CO. SURVEY, ABSTRACT# 1054, THE J.F. SMILEY SURVEY, ABSTRACT 869, THE J. WORRALL SURVEY, ABSTRACT# 1036, THE J. QUEEN SURVEY, ABSTRACT# 733, THE J. H. BIGGS SURVEY, ABSTRACT# 51, THE E. ALEXANDER SURVEY, ABSTRACT# 19, THE SA & MG RR CO SURVEY, ABSTRACT# 876 AND THE P. NEWSON, SURVEY, ABSTRACT# 665; IN TRACT 2 AS J. DAVIS SURVEY, ABSTRACT# 254, THE W.P. ALLEN SURVEY, ABSTRACT# 24, AND THE J. HOWARD SURVEY, ABSTRACT# 442; AND TRACT 3 AS J. W. HAYNES SURVEY, ABSTRACT# 453, J. CUMBA SURVEY, ABSTRACT# 242, THE J. QUEEN SURVEY, ABSTRACT# 733, THE J. QUEEN SURVEY, ABSTRACT# 1111, THE A.H. GEE SURVEY, ABSTRACT# 1104, THE H. COCHRAN SURVEY, ABSTRACT# 191, THE J. RAGSDALE SURVEY, ABSTRACT# 735 AND THE GERMAN IMMIGRATION CO. SURVEY, ABSTRACT# 356, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF J FRED SMITH PARKWAY, WEST OF CELINA PARKWAY, EAST OF DALLAS PARKWAY, AND SOUTH OF MARILEE ROAD; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 117 WITH THE DALLAS NORTH TOLLWAY OVERLAY DISTRICT (DNTD); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in September 2020 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated as though fully set forth herein (the “Property”); and

WHEREAS, the Concept Plan and Development Regulations, set forth in Exhibit “C” and “D”, respectively, attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as “PD” Planned Development District No. 117 with the Dallas North Tollway Overlay District (DNTD); and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

Exhibit B:	Depiction of Property
Exhibit C:	Concept Plan
Exhibit D:	Development Regulations

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 117, and incorporates the Concept Plan attached hereto as Exhibit "C" and the Development Regulations attached hereto as Exhibit "D."

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

Attachment: Draft Ordinance (Dynavest PD – Zoning)

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit A Legal Description

TRACT 1: 2178 ACRES MORE OR LESS

LEGAL DESCRIPTION CONSISTING OF 2178.085 ACRES MORE OR LESS BY COMPILING DEEDS DESCRIBED AS TRACT II IN THE DEED TO DYNAVEST JOINT VENTURE AS RECORDED IN VOLUME 2288, PAGE 119 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, A 218.360 ACRE TRACT OF LAND DESCRIBED AS TRACT NO. 1, A CALLED 161.910 ACRE TRACT OF LAND DESCRIBED AS TRACT NO. 2 IN THE DEED TO DYNAVEST JOINT VENTURE AS RECORDED IN VOLUME 2288, PAGE 125 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS AND A 1215.843 ACRE TRACT DESCRIBED IN THE DEED TO DYNAVEST JOINT VENTURE AS RECORDED IN VOLUME 2288, PAGE 110, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS.

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE J. W. HAYNES SURVEY, ABSTRACT # 453, J. CUMBA SURVEY, ABSTRACT # 242, THE J DAVIS SURVEY, ABSTRACT # 254, THE B.B.B. & C.R.R. SURVEY, ABSTRACT # 131, THE H. COCHRAN SURVEY, ABSTRACT # 192, THE T & P. RR CO. SURVEY, ABSTRACT # 1054, THE J.F. SMILEY SURVEY, ABSTRACT # 869, THE J. WORRALL SURVEY, ABSTRACT # 1036, THE J. QUEEN SURVEY, ABSTRACT # 733, THE J. H. BIGGS SURVEY, ABSTRACT # 51, THE E. ALEXANDER SURVEY, ABSTRACT # 19, THE SA & MG RR CO SURVEY, ABSTRACT # 876 AND THE P. NEWSON, SURVEY, ABSTRACT # 665 AND BEING ALL OF A CALLED 579.400 ACRE TRACT OF LAND DESCRIBED AS TRACT II IN THE DEED TO DYNAVEST JOINT VENTURE AS RECORDED IN VOLUME 2288, PAGE 119 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, ALL OF A CALLED 218.360 ACRE TRACT OF LAND DESCRIBED AS TRACT NO. 1 AND ALL OF A CALLED 161.910 ACRE TRACT OF LAND DESCRIBED AS TRACT NO. 2 IN THE DEED TO DYNAVEST JOINT VENTURE AS RECORDED IN VOLUME 2288, PAGE 125 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS AND ALL OF A CALLED 1215.843 ACRE TRACT DESCRIBED IN THE DEED TO DYNAVEST JOINT VENTURE AS RECORDED IN VOLUME 2288, PAGE 110, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT A THE SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT THE SOUTHWEST CORNER OF SAID 579.400 ACRE TRACT IN THE NORTH RIGHT-OF-WAY LINE OF F. M. # 455;

THENCE NORTH 00 DEGREES 12 MINUTES 53 SECONDS EAST A DISTANCE OF 6447.04 FEET TO A POINT FOR CORNER AT THE NORTHWEST CORNER OF SAID 579.400 ACRE TRACT;

THENCE SOUTH 89 DEGREES 27 MINUTES 28 SECONDS EAST A DISTANCE OF 2678.28 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 23 MINUTES 38 SECONDS EAST A DISTANCE OF 1013.53 FEET TO A POINT FOR CORNER AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID 579.400 ACRE TRACT;

THENCE NORTH 89 DEGREES 27 MINUTES 02 SECONDS EAST A DISTANCE OF 2192.86 FEET TO A POINT FOR CORNER IN ELM CREEK;

THENCE NORTH 41 DEGREES 45 MINUTES 00 SECONDS EAST ALONG THE CENTER OF ELM CREEK A DISTANCE OF 693.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 48 DEGREES 30 MINUTES 00 SECONDS EAST ALONG THE CENTER OF ELM CREEK A DISTANCE OF 417.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 10 DEGREES 40 MINUTES 00 SECONDS EAST ALONG THE CENTER OF ELM CREEK A DISTANCE OF 274.20 FEET TO A POINT FOR CORNER;

THENCE NORTH 74 DEGREES 54 MINUTES 00 SECONDS EAST ALONG THE CENTER OF ELM CREEK A DISTANCE OF 211.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 65 DEGREES 52 MINUTES 00 SECONDS EAST ALONG THE CENTER OF ELM CREEK A DISTANCE OF 282.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 26 DEGREES 53 MINUTES 00 SECONDS EAST ALONG THE CENTER OF ELM CREEK A DISTANCE OF 1077.50 FEET TO A POINT FOR CORNER TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID 1215.843 ACRE TRACT;

THENCE SOUTH 87 DEGREES 54 MINUTES 00 SECONDS EAST A DISTANCE OF 271.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 54 MINUTES 00 SECONDS EAST A DISTANCE OF 127.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 88 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 560.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 87 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 917.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 86 DEGREES 43 MINUTES 00 SECONDS EAST A DISTANCE OF 411.00 FEET TO A POINT FOR CORNER TO THE MOST NORTHERLY NORTHEAST CORNER OF SAID 1215.843 ACRE TRACT

THENCE SOUTH 01 DEGREES 44 MINUTES 00 SECONDS EAST A DISTANCE OF 889.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 58 DEGREES 17 MINUTES 00 SECONDS EAST A DISTANCE OF 675.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST A DISTANCE OF 611.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 52 MINUTES 00 SECONDS WEST A DISTANCE OF 529.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 19 MINUTES 00 SECONDS WEST A DISTANCE OF 3775.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 03 DEGREES 39 MINUTES 54 SECONDS WEST A DISTANCE OF 491.83 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST A DISTANCE OF 271.50 FEET TO A POINT FOR CORNER;

THENCE SOUTH 02 DEGREES 03 MINUTES 09 SECONDS EAST A DISTANCE OF 560.34 FEET TO A POINT FOR CORNER;

THENCE SOUTH 86 DEGREES 42 MINUTES 28 SECONDS WEST A DISTANCE OF 66.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 01 DEGREES 07 MINUTES 18 SECONDS EAST A DISTANCE OF 2883.84 FEET TO A POINT FOR CORNER AT THE MOST EASTERLY SOUTHEAST CORNER OF SAID 1215.843 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 161.91 ACRE TRACT;

THENCE SOUTH 01 DEGREES 59 MINUTES 59 SECONDS EAST A DISTANCE OF 271.54 FEET TO A POINT FOR CORNER;

THENCE SOUTH 02 DEGREES 49 MINUTES 01 SECONDS EAST A DISTANCE OF 698.98 FEET TO A POINT FOR CORNER;

THENCE SOUTH 02 DEGREES 27 MINUTES 24 SECONDS EAST A DISTANCE OF 849.68 FEET TO A POINT FOR CORNER TO THE SOUTHEAST CORNER OF SAID 161.91 ACRE TRACT;

THENCE SOUTH 88 DEGREES 39 MINUTES 30 SECONDS WEST A DISTANCE OF 2104.21 FEET TO A POINT FOR CORNER;

THENCE SOUTH 87 DEGREES 44 MINUTES 05 SECONDS WEST A DISTANCE OF 986.67 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 09 MINUTES 32 SECONDS WEST A DISTANCE OF 508.11 FEET TO A POINT FOR CORNER;

THENCE SOUTH 87 DEGREES 55 MINUTES 18 SECONDS WEST A DISTANCE OF 230.84 FEET TO A POINT FOR CORNER;

THENCE SOUTH 88 DEGREES 45 MINUTES 02 SECONDS WEST A DISTANCE OF 285.38 FEET TO A POINT FOR CORNER;

THENCE NORTH 74 DEGREES 25 MINUTES 03 SECONDS WEST A DISTANCE OF 1160.29 FEET TO A POINT FOR CORNER;

THENCE NORTH 74 DEGREES 36 MINUTES 18 SECONDS WEST A DISTANCE OF 404.97 FEET TO A POINT FOR CORNER TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF FM # 455;

THENCE NORTH 15 DEGREES 23 MINUTES 42 SECONDS EAST WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 74 DEGREES 36 MINUTES 18 SECONDS WEST WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 179.93 FEET TO A POINT FOR CORNER;

THENCE NORTH 52 DEGREES 06 MINUTES 25 SECONDS WEST WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 697.67 FEET TO A POINT FOR CORNER;

THENCE WITH SAID RIGHT-OF-WAY LINE AND WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 363.14 FEET, WITH A RADIUS OF 986.86 FEET, WITH A CHORD BEARING OF NORTH 62 DEGREES 38 MINUTES 55 SECONDS WEST, AND WITH A CHORD LENGTH OF 361.09 FEET TO A POINT FOR CORNER;

THENCE NORTH 73 DEGREES 11 MINUTES 25 SECONDS WEST WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 199.75 FEET TO A POINT FOR CORNER;

THENCE WITH SAID RIGHT-OF-WAY LINE AND WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 254.11 FEET, WITH A RADIUS OF 1367.32 FEET, WITH A CHORD BEARING OF NORTH 78 DEGREES 37 MINUTES 35 SECONDS WEST, AND WITH A CHORD LENGTH OF 253.75 FEET;

THENCE NORTH 83 DEGREES 34 MINUTES 06 SECONDS WEST WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 104.02 FEET TO A POINT FOR CORNER;

THENCE NORTH 83 DEGREES 34 MINUTES 06 SECONDS WEST WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 2140.11 FEET TO A POINT FOR CORNER;

THENCE WITH SAID RIGHT-OF-WAY LINE AND WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 283.92 FEET, WITH A RADIUS OF 528.70 FEET, WITH A CHORD BEARING OF NORTH 68 DEGREES 22 MINUTES 06 SECONDS WEST, AND WITH A CHORD LENGTH OF 280.52 FEET TO A POINT FOR CORNER,;

THENCE NORTH 53 DEGREES 10 MINUTES 06 SECONDS WEST WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 766.67 FEET TO THE POINT OF BEGINNING AND ENCLOSING 2178.085 ACRES OF LAND, MORE OR LESS.

NOTE: THIS DESCRIPTION HAS BEEN CREATED BY RECORD INFORMATION ONLY. THERE WERE CLOSURE ERRORS FOUND IN THE DEEDS THAT COULD NOT BE ISOLATED. EXACT DIMENSIONS AND AREAS CAN BE OBTAINED BY AN ON THE GROUND SURVEY.

TRACT 2: 100.474 ACRES MORE OR LESS

LEGAL DESCRIPTION CONSISTING OF 100.474 ACRES MORE OR LESS BY COMPUTING EXHIBIT A IN THE DEED TO THE TRACT OF LAND DESCRIBED AS

TRACT I IN THE DEED TO DYNAVEST JOINT VENTURE AS RECORDED IN VOLUME 2288, PAGE 119 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE J. DAVIS SURVEY, ABSTRACT # 254, THE W.P. ALLEN SURVEY, ABSTRACT # 24, AND THE J. HOWARD SURVEY, ABSTRACT # 442 AND BEING ALL OF A CALLED 100.474 ACRE TRACT OF LAND DESCRIBED AS TRACT I IN THE DEED TO DYNAVEST JOINT VENTURE AS RECORDED IN VOLUME 2288, PAGE 119 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT THE INTERSECTION OF THE WEST LINE OF SAID COLLIN COUNTY WITH THE SOUTHWEST CORNER OF SAID 100.474 ACRE TRACT OF LAND;

THENCE NORTH 00 DEGREES 12 MINUTES 53 SECONDS EAST, A DISTANCE OF 1213.34 FEET TO A POINT FOR CORNER;

THENCE NORTH 89 DEGREES 57 MINUTES 51 SECONDS EAST, A DISTANCE OF 3608.95 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 56 MINUTES 02 SECONDS EAST, A DISTANCE OF 1192.20 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 11 MINUTES 58 SECONDS WEST, A DISTANCE OF 1594.31 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 57 MINUTES 51 SECONDS WEST, A DISTANCE OF 2038.77 FEET TO THE POINT OF BEGINNING AND ENCLOSING 100.474 ACRES OF LAND, MORE OR LESS.

TRACT 3: 958.042 ACRES MORE OR LESS

LEGAL DESCRIPTION CONSISTING OF 958.042 ACRES MORE OR LESS BY COMPUTING EXHIBIT A IN THE DEED TO THE TRACT OF LAND DESCRIBED IN THE DEED TO DYNAVEST JOINT VENTURE AS RECORDED IN VOLUME 2288, PAGE 114 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE J. W. HAYNES SURVEY, ABSTRACT # 453, J. CUMBA SURVEY, ABSTRACT # 242, THE J. QUEEN SURVEY, ABSTRACT # 733, THE J. QUEEN SURVEY, ABSTRACT # 1111, THE A. H. GEE SURVEY, ABSTRACT # 1104, THE H. COCHRAN SURVEY, ABSTRACT # 191, THE J. RAGSDALE SURVEY, ABSTRACT # 735 AND THE GERMAN IMMIGRATION CO. SURVEY, ABSTRACT # 356 AND BEING ALL OF A CALLED 957.743 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO DYNAVEST JOINT VENTURE AS RECORDED IN VOLUME 2288, PAGE 144 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A POINT AT THE NORTHWEST CORNER OF SAID 957.743 ACRE TRACT IN THE SOUTH RIGHT-OF-WAY LINE OF FM # 455;

THENCE SOUTH 53 DEGREES 10 MINUTES 06 SECONDS EAST WITH SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 699.50 FEET TO A POINT FOR CORNER;

THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE AND WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 332.25 FEET, WITH A RADIUS OF 618.70 FEET, WITH A CHORD BEARING OF SOUTH 68 DEGREES 22 MINUTES 06 SECONDS EAST, AND WITH A CHORD LENGTH OF 328.27 FEET TO A POINT FOR CORNER;

THENCE SOUTH 83 DEGREES 34 MINUTES 06 SECONDS EAST WITH SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2243.84 FEET TO A POINT FOR CORNER;

THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE AND WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 237.99 FEET, WITH A RADIUS OF 1277.20 FEET, WITH A CHORD BEARING OF SOUTH 78 DEGREES 38 MINUTES 21 SECONDS EAST, AND WITH A CHORD LENGTH OF 237.64 FEET TO A POINT FOR CORNER;

THENCE SOUTH 73 DEGREES 11 MINUTES 25 SECONDS EAST WITH SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 131.75 FEET TO A POINT FOR CORNER;

THENCE SOUTH 16 DEGREES 58 MINUTES 43 SECONDS WEST A DISTANCE OF 103.35 FEET TO A POINT FOR CORNER;

THENCE SOUTH 40 DEGREES 22 MINUTES 29 SECONDS WEST A DISTANCE OF 414.21 FEET TO A POINT FOR CORNER;

THENCE SOUTH 50 DEGREES 17 MINUTES 10 SECONDS EAST A DISTANCE OF 174.16 FEET TO A POINT FOR CORNER;

THENCE SOUTH 04 DEGREES 36 MINUTES 13 SECONDS EAST A DISTANCE OF 103.17 FEET TO A POINT FOR CORNER;

THENCE SOUTH 53 DEGREES 02 MINUTES 05 SECONDS WEST A DISTANCE OF 256.14 FEET TO A POINT FOR CORNER;

THENCE SOUTH 23 DEGREES 11 MINUTES 46 SECONDS WEST A DISTANCE OF 269.21 FEET TO A POINT FOR CORNER;

THENCE SOUTH 66 DEGREES 05 MINUTES 31 SECONDS EAST A DISTANCE OF 178.82 FEET TO A POINT FOR CORNER;

THENCE SOUTH 04 DEGREES 58 MINUTES 45 SECONDS EAST A DISTANCE OF 193.80 FEET TO A POINT FOR CORNER;

THENCE SOUTH 50 DEGREES 28 MINUTES 50 SECONDS WEST A DISTANCE OF 169.49 FEET TO A POINT FOR CORNER;

THENCE SOUTH 87 DEGREES 27 MINUTES 53 SECONDS WEST A DISTANCE OF 174.71 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 14 MINUTES 15 SECONDS WEST A DISTANCE OF 763.18 FEET TO A POINT FOR CORNER;

THENCE NORTH 86 DEGREES 32 MINUTES 52 SECONDS EAST A DISTANCE OF 1464.77 FEET TO A POINT FOR CORNER;

THENCE NORTH 89 DEGREES 13 MINUTES 02 SECONDS EAST A DISTANCE OF 524.81 FEET TO A POINT FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF FM # 455;

THENCE SOUTH 03 DEGREES 06 MINUTES 54 SECONDS WEST WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 37.23 FEET TO A POINT FOR CORNER;

THENCE WITH SAID WEST RIGHT-OF-WAY LINE AND WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 577.39 FEET, WITH A RADIUS OF 1477.38 FEET, WITH A CHORD BEARING OF SOUTH 08 DEGREES 00 MINUTES 36 SECONDS EAST , AND WITH A CHORD LENGTH OF 573.72 FEET TO A POINT FOR CORNER;

THENCE SOUTH 19 DEGREES 08 MINUTES 06 SECONDS EAST WITH SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 354.02 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 08 MINUTES 02 SECONDS WEST A DISTANCE OF 974.20 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 24 MINUTES 13 SECONDS EAST A DISTANCE OF 1724.68 FEET TO A POINT FOR CORNER;

THENCE SOUTH 01 DEGREES 25 MINUTES 40 SECONDS EAST A DISTANCE OF 2948.48 FEET TO A POINT FOR CORNER;

THENCE NORTH 88 DEGREES 01 MINUTES 35 SECONDS EAST A DISTANCE OF 1138.15 FEET TO A POINT FOR CORNER;

THENCE SOUTH 01 DEGREES 46 MINUTES 21 SECONDS EAST A DISTANCE OF 1965.29 FEET TO A POINT FOR CORNER;

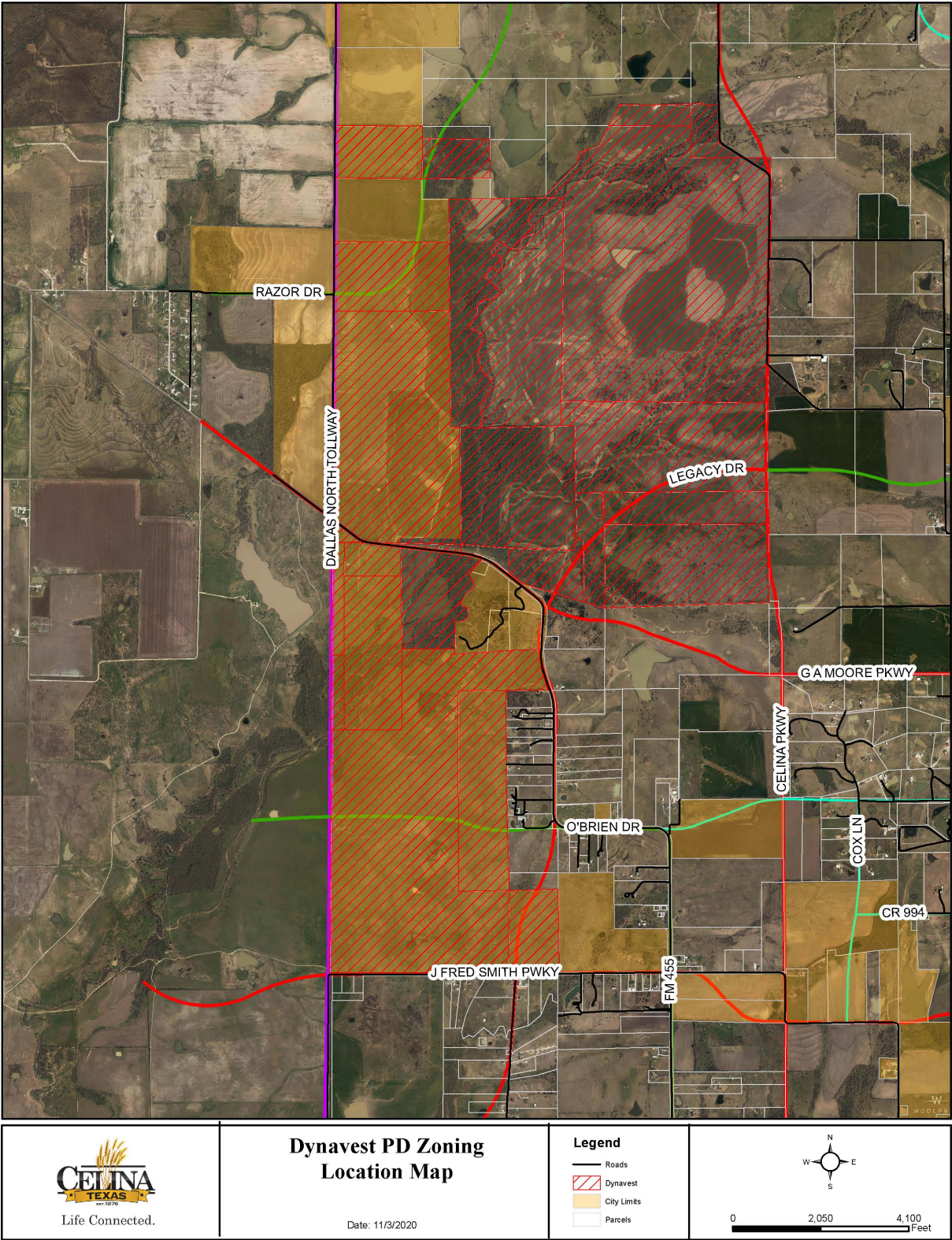
THENCE SOUTH 89 DEGREES 32 MINUTES 30 SECONDS WEST A DISTANCE OF 5389.11 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 12 MINUTES 53 SECONDS EAST A DISTANCE OF 10550.55 FEET TO A POINT FOR CORNER;

AND ENCLOSING 958.042 ACRES OF LAND, MORE OR LESS.

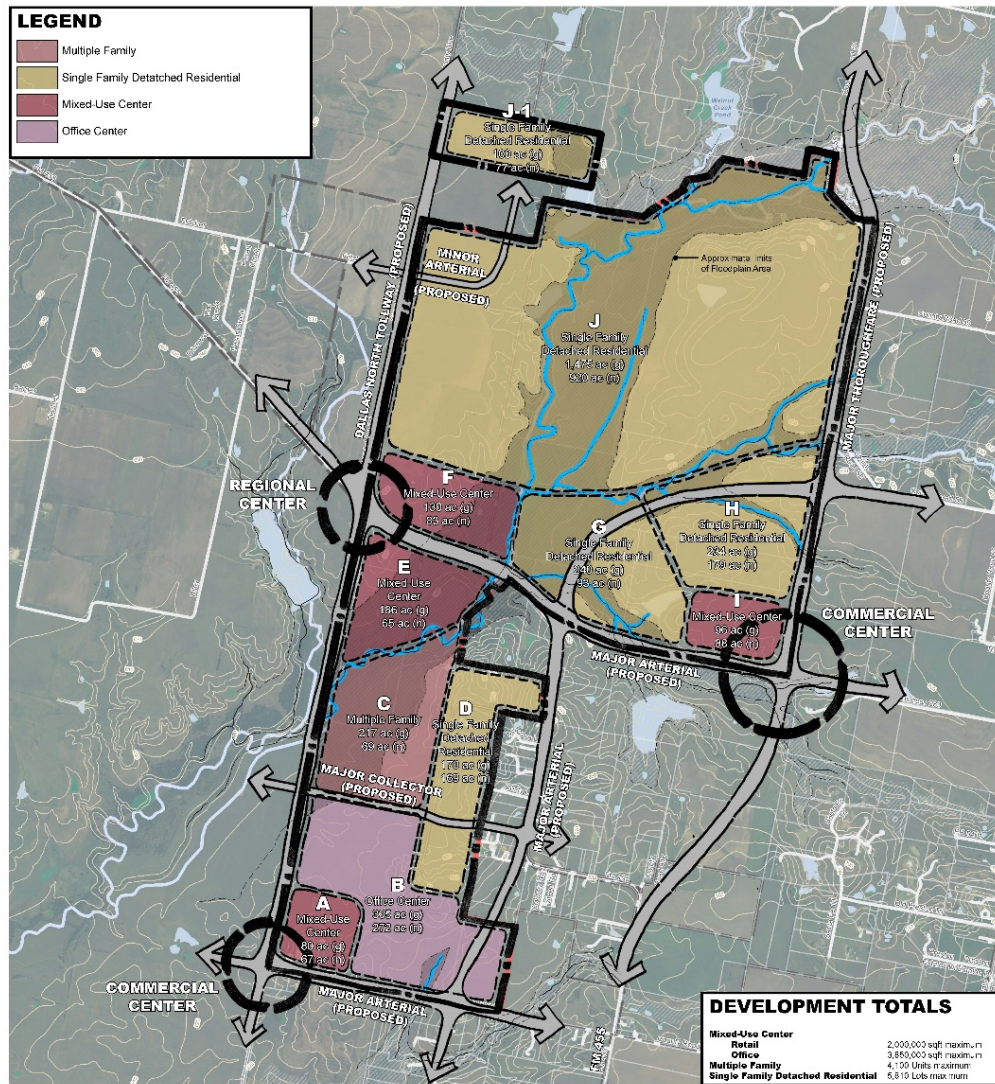
NOTE: THIS DESCRIPTION HAS BEEN CREATED BY RECORD INFORMATION ONLY. THERE WERE CLOSURE ERRORS FOUND IN THE DEED THAT COULD NOT BE ISOLATED. EXACT DIMENSIONS AND AREAS CAN BE OBTAINED BY AN ON THE GROUND SURVEY.

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Dynavest PD – Zoning)

Exhibit C Concept Plan



DEVELOPMENT AREAS			
AREA A - Mixed-Use Center			
Gross Area:	80 acres		
Floodplain Area:	0 acres		
Right-of-way Area:	13 acres		
Net Area:	67 acres		
Density:	1.1 million sqft commercial maximum		
Units:	1,250 residential units maximum		
AREA B - Office Center			
Gross Area:	320 acres		
Floodplain Area:	16 acres		
Right-of-way Area:	11 acres (portion of floodplain excluded)		
Net Area:	272 acres		
Density:	3.0 million sqft office maximum		
AREA C - Multiple Family			
Gross Area:	217 acres		
Floodplain Area:	148 acres		
Right-of-way Area:	6 acres (portion of floodplain excluded)		
Net Area:	60 acres		
Units:	1,200 residential units maximum		
AREA D - Single Family Detached Residential			
Gross Area:	170 acres		
Floodplain Area:	0 acres		
Right-of-way Area:	1 acre (portion of floodplain excluded)		
Net Area:	169 acres		
Units:	845 residential lots maximum		
AREA E - Mixed-Use Center			
Gross Area:	189 acres		
Floodplain Area:	101 acres		
Right-of-way Area:	14 acres (portion of floodplain excluded)		
Net Area:	59 acres		
Density:	500,000 sqft commercial maximum		
Units:	400 residential units maximum		
AREA F - Mixed-Use Center			
Gross Area:	130 acres		
Floodplain Area:	58 acres		
Right-of-way Area:	8 acres (portion of floodplain excluded)		
Net Area:	83 acres		
Density:	600,000 sqft commercial maximum		
Units:	700 residential lots maximum		
DNT Frontage:	Commercial setback of 300' minimum from DNT right-of-way		
AREA G - Single Family Detached Residential			
Gross Area:	240 acres		
Floodplain Area:	143 acres		
Right-of-way Area:	4 acres (portion of floodplain excluded)		
Net Area:	50 acres		
Units:	465 residential lots maximum		
Commercial Option:	Allow for commercial uses at the intersection of Major Arterials		
AREA H - Single Family Detached Residential			
Gross Area:	234 acres		
Floodplain Area:	53 acres		
Right-of-way Area:	5 acres (portion of floodplain excluded)		
Net Area:	176 acres		
Units:	350 residential units maximum		
AREA I - Mixed-Use Center			
Gross Area:	65 acres		
Floodplain Area:	0 acres		
Right-of-way Area:	5 acres (portion of floodplain excluded)		
Net Area:	60 acres		
Density:	600,000 sqft commercial maximum		
Units:	500 residential units maximum		
AREA J - Single Family Detached Residential			
Gross Area:	1,475 acres		
Floodplain Area:	522 acres		
Right-of-way Area:	33 acres (portion of floodplain excluded)		
Net Area:	920 acres		
Units:	3,225 residential lots maximum		
DNT Frontage:	Commercial setback of 300' minimum from DNT right-of-way		
AREA J-1 - Single Family Detached Residential			
Gross Area:	120 acres		
Floodplain Area:	15 acres		
Right-of-way Area:	5 acres		
Net Area:	77 acres		
Units:	385 residential lots maximum		
DNT Frontage:	Commercial setback of 300' minimum from DNT right-of-way		

Exhibit D Development Regulations

- I. Single Family Detached Residential. Areas designated as Single Family Detached Residential may contain any detached single-family unit (including patio/zero-lot-line), whereas the total Development Area density shall not exceed 6 (six) units per net developable acre or maximum of 5,810 lots as illustrated on the Concept Plan. Furthermore, institutional uses, including but not limited to schools and churches, and utility uses necessary to serve residential uses, shall be allowed uses in Single Family Detached Residential Areas.
- II. Multiple Family. Areas designated as Multiple Family may contain any uses allowed in Single Family Detached Residential Areas in addition to the following uses:

- Single-Family Attached (“townhomes”)
- Triplexes
- Quadraplexes
- Multi-Family (MF-2 Urban Edge & MF-3 Urban Living as set forth in the City Zoning Ordinance)
- Assisted Senior Living
- Independent Senior Living

A maximum of 4,100 apartment dwelling units (exclusive of Assisted Senior Living and Independent Senior Living units) shall be allowed. Allowed density for Urban Living shall be 80 dwelling units per acre by right, or greater if approved as a zoning change in accordance with the City Regulations. Furthermore, institutional uses, including but not limited to schools and churches, and utility uses necessary to serve residential uses, shall be in allowed uses in Multiple Family Areas.

- III. Office Center. The area designated as Office Center shall include the following:
- All those uses allowed in the Commercial, Office, and Retail District as set forth in the City Zoning Ordinance, subject to the same conditions as set forth in the Zoning Ordinance. For example, if a use in the Commercial, Office, and Retail District requires a specific use permit (SUP), then that use shall require an SUP in the Office Center, unless otherwise stated herein.
 - Wholesale and distribution center (SUP)
 - Institutional & Government Uses including, but not limited to: cemetery, child day care, civic club, medical clinic or office, community center, emergency care clinic, governmental building, hospital, and library.

- IV. Mixed-Use Centers. All uses allowed in the Single Family Residential, Multiple Family, and Office Center Area shall be allowed in areas designated as Mixed-Use Centers. Multiple Family uses are subject to the maximum densities stated above.
- V. DNT Overlay. The Dallas North Tollway Overlay regulations adopted by the City shall apply to the Property.
- VI. Definitions. Terms and words not defined herein shall have the meaning as set forth in the City's Code of Ordinances, Chapter 14, Zoning.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: December 8, 2020
 Re: 20-03 Annexation Third Public Hearing and Ordinance Adoption

Action Requested:

The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(3), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following listed properties and consider and act upon an Ordinance annexing the below listed properties, presently located within the extraterritorial jurisdiction of the City of Celina, providing for amending of the Official City Map; providing for a service plan; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the City of Celina, Texas; and providing for other matters related thereto for the following property: (20-03 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)

- 1) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,
- 2) Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,
- 3) Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,
- 4) Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,
- 5) Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 24; generally located east of Preston Lakes Drive and north of Kristina Court,
- 6) Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,
- 7) Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 34; generally located south of

Kathie Court and west of the BNSF Railroad,

8) Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,

9) Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,

10) Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,

11) Collin CAD Property ID 1725743, being an approximate 50.334 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 Jno M Herron Survey, Tract 7; generally located east of Preston Road and south of CR 100,

12) Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 17b; generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,

13) Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 21; generally located north of Mark Alexander Court and approximately 700 feet west of Kristina Court,

14) Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,

15) Collin CAD Property ID 2656677, being an approximate 150.667 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 18; generally located on the southwest corner of Choate Parkway and Custer Road,

16) Collin CAD Property ID 2794435, being an approximate 170.958 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 14; generally located south of Choate Parkway and approximately 1,500 feet west of Custer Road,

17) Collin CAD Property ID 2794473, being an approximate 50.117 acre tract of land in Collin County, Texas, legally described Abstract No. 945 in the Coleman Watson Survey, Tract 28; generally located north of Brinkmann Ranch Road Parkway and approximately 2,500 feet west of Custer Road, and

18) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road, plus, all county road right-of-way adjacent to the above-described property.

Background Information:

Refer to the attached documents for further information.

Legal Review:

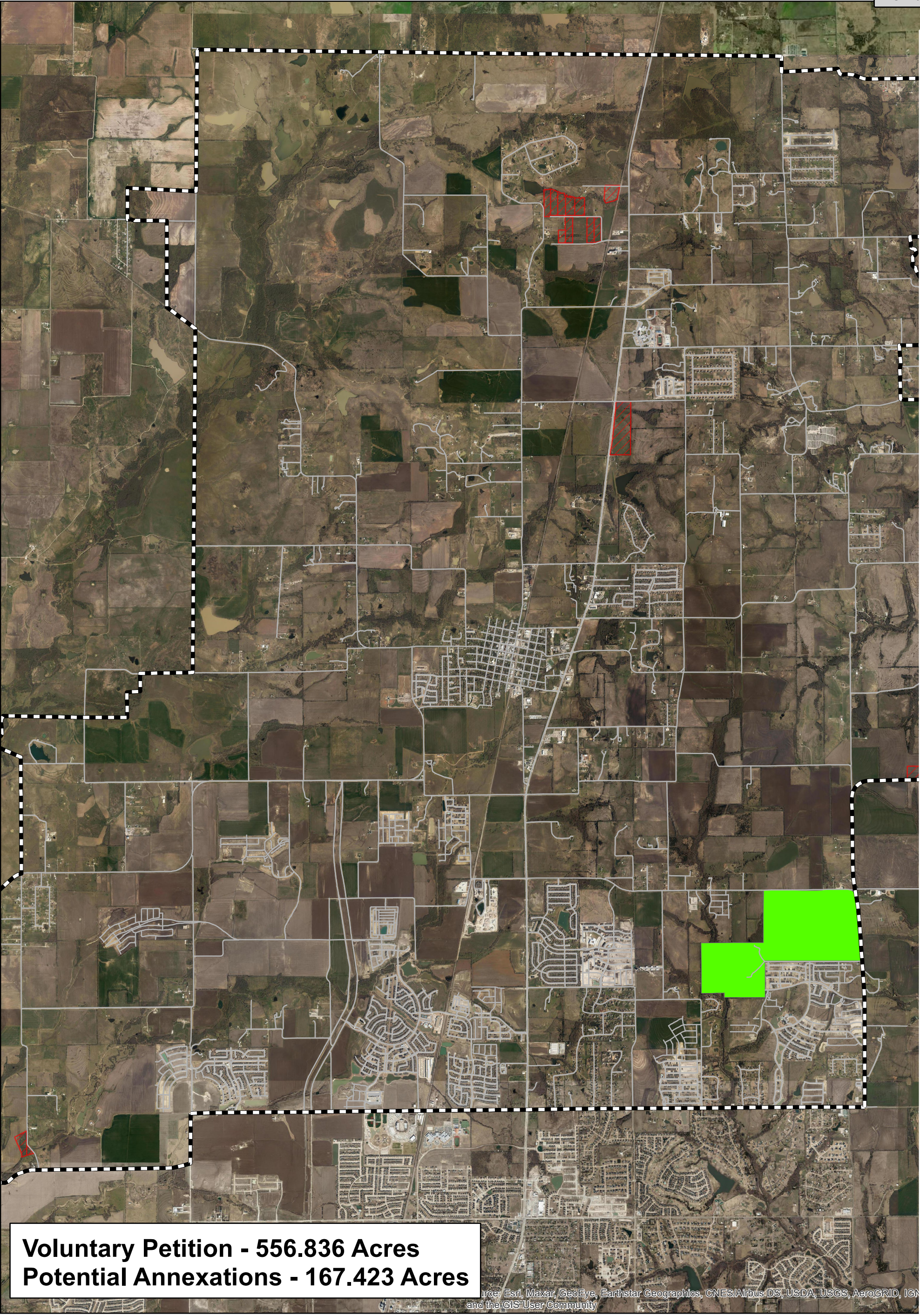
This item has been reviewed by the City Attorney.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (20-03 Annexation Third Public Hearing and Ordinance Adoption)

CELINA
TEXAS
EST. 1876

Life Connected.

Potential Annexations

City of Celina

Date: 12/3/2020

Legend

- Ultimate Boundary
- Voluntary Petition
- Potential Annexations

0 4,250 8,500 Feet

Packet Pg. 430

Annexation 20-03

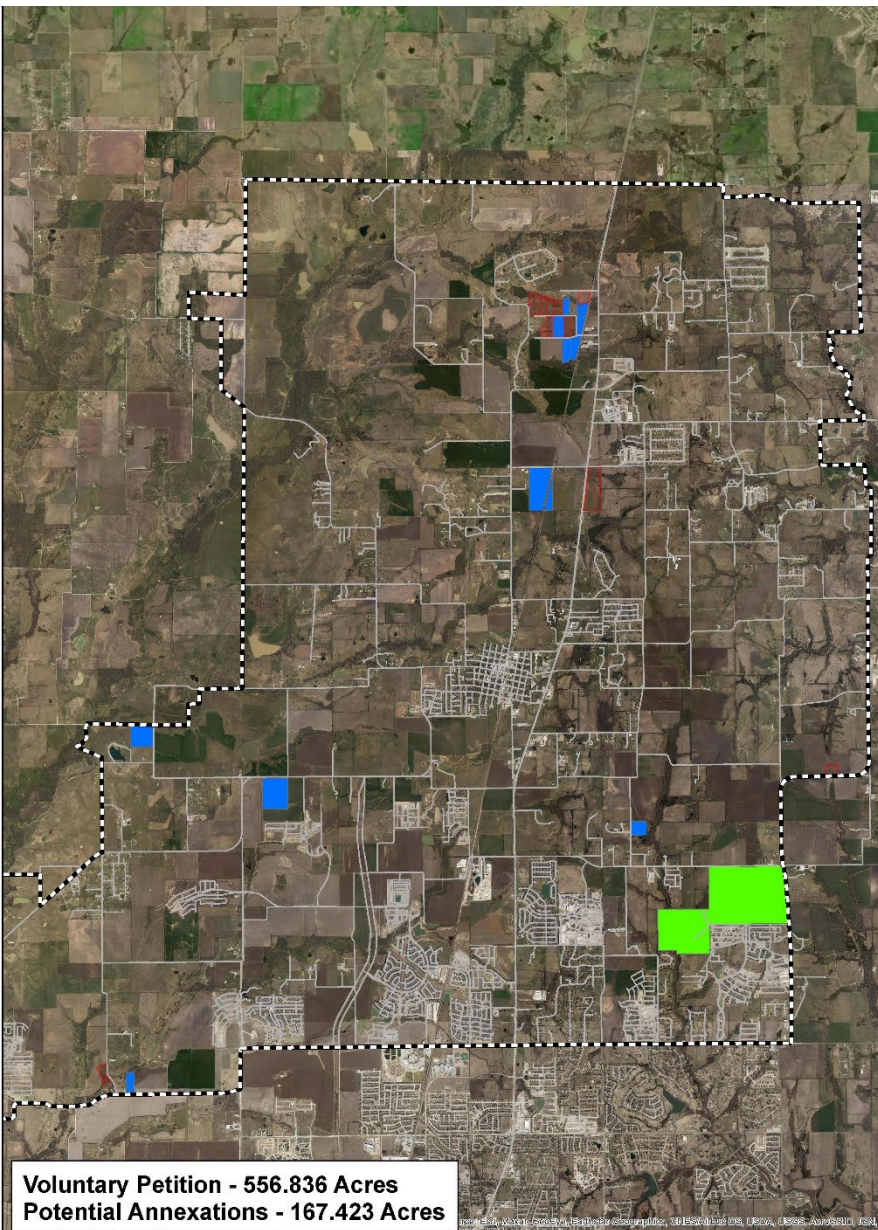
City Council

December 8, 2020

Annexation Map

Legend

-  Ultimate Boundary
-  Voluntary Petition
-  Potential Annexations
-  Deferrals Signed / Annexed



Annexation Timeline

- ~~April 14, 2020 – Annexation Resolution~~
- ~~May 12, 2020 – 1st Public Hearing~~
- ~~October 2020 – Petition Verification~~
- ~~November 10, 2020 – 2nd Public Hearing~~
- December 8, 2020 – 3rd Public Hearing and Annexation Ordinance adoption

Recommendation

- Staff recommends approval

CITY OF CELINA, TEXAS

ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT BEING ±725 ACRES GENERALLY LOCATED WEST OF FARM TO MARKET ROAD 2478, SOUTH OF KATHIE COURT, NORTH OF PARVIN ROAD, AND EAST OF FARM TO MARKET ROAD 1385, AND THAT PORTION OF ALL COUNTY ROAD RIGHTS-OF-WAY ADJACENT TO SAID TERRITORY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDING OF THE OFFICIAL CITY MAP; PROVIDING FOR A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY/AREA, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, legal descriptions of the area to be annexed is attached hereto as Exhibit "A" and the area is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word; and

WHEREAS, the City Council adopted Resolution No. 2020-24R expressing its intent to annex the area and containing all elements required by Section 43.0682 of the Act (the "Resolution"); and

WHEREAS, following notice of this annexation and public hearing, a public hearing was held on May 12, 2020, which date was not earlier than 21 days or later than the 30th day after the date of adoption of the Resolution, after which the City circulated a petition in

conformance with the requirements of Section 43.0685 of the Act (the “Petition”); and

WHEREAS, following the end of the Petition period prescribed by Section 43.0685 of the Act, the City Secretary verified that the Petition contained the minimum number of signatures required to annex the area, the City Council accepted the verification of the Petition by Resolution No. 2020-76R , and all residents and owners of property in the area were notified of the results of the Petition; and

WHEREAS, following publication, mailing and distribution of notice(s) as required by the Act, two more separate public hearings were conducted in accordance with Section 43.0686(c) of the Act, the first hearing being held on November 10, 2020 and a second hearing also being held at least ten days after the first public hearing on December 8, 2020 to consider the annexation of the area being more particularly described in Exhibit “A” and depicted in Exhibit “B”; and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the act, a Service Plan for the area to be annexed was prepared, presented at the public hearings and made available to the public and is attached hereto as Exhibit “C” and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the area to be annexed is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of such area is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that all requirements for lawful annexation have been met; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina’s limits, the City Council has found—and incorporates herein its finding—that surrounding the area is in the public interest.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and

made a part hereof for all purposes.

SECTION 2

ANNEXATION AND OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the following properties:

- 1) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,
- 2) Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,
- 3) Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,
- 4) Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,
- 5) Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 24; generally located east of Preston Lakes Drive and north of Kristina Court,
- 6) Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,
- 7) Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 34; generally located south of Kathie Court and west of the BNSF Railroad,
- 8) Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,
- 9) Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,
- 10) Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,
- 11) Collin CAD Property ID 1725743, being an approximate 50.334 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 Jno M Herron Survey, Tract 7; generally located east of Preston Road and south of CR 100,
- 12) Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 17b; generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,
- 13) Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 21; generally located north of Mark

Alexander Court and approximately 700 feet west of Kristina Court,

14) Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,

15) Collin CAD Property ID 2656677, being an approximate 150.667 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 18; generally located on the southwest corner of Choate Parkway and Custer Road,

16) Collin CAD Property ID 2794435, being an approximate 170.958 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 14; generally located south of Choate Parkway and approximately 1,500 feet west of Custer Road,

17) Collin CAD Property ID 2794473, being an approximate 50.117 acre tract of land in Collin County, Texas, legally described Abstract No. 945 in the Coleman Watson Survey, Tract 28; generally located north of Brinkmann Ranch Road Parkway and approximately 2,500 feet west of Custer Road, and

18) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road, plus, all county road right-of-way adjacent to the above-described property.

being more particularly described in Exhibit “A”, and depicted in Exhibit “B” which is incorporated herein as if written word for word, and that such area shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the area hereby annexed as required by law.

SECTION 3 **SERVICE PLAN**

The Service Plan for the herein annexed area, attached hereto as Exhibit “C”, was prepared, presented and submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance, and is incorporated herein as if written word for word.

SECTION 4 **FILING OF ORDINANCE REQUIRED**

The Mayor shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk, and any other necessary agencies and service providers.

SECTION 5 **EFFECT ON TERRITORY/AREA**

From and after the passage of this Ordinance, the properties referenced in Exhibit “A” and the adjacent right-of-way, attached hereto and incorporated herein as if written word for word, shall be a part of the City of Celina, Texas, and subject to the municipal Service Plan referenced in Section 3 of this Ordinance. The inhabitants thereof shall be entitled to all of the

rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6 **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation. The City Council hereby declares that if for any reason a portion of the area annexed hereunder is ever disannexed, the City Council would have annexed all of the remaining area in this annexation.

SECTION 8 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 9 **EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

City Attorney/Attorney for City
City of Celina, Texas

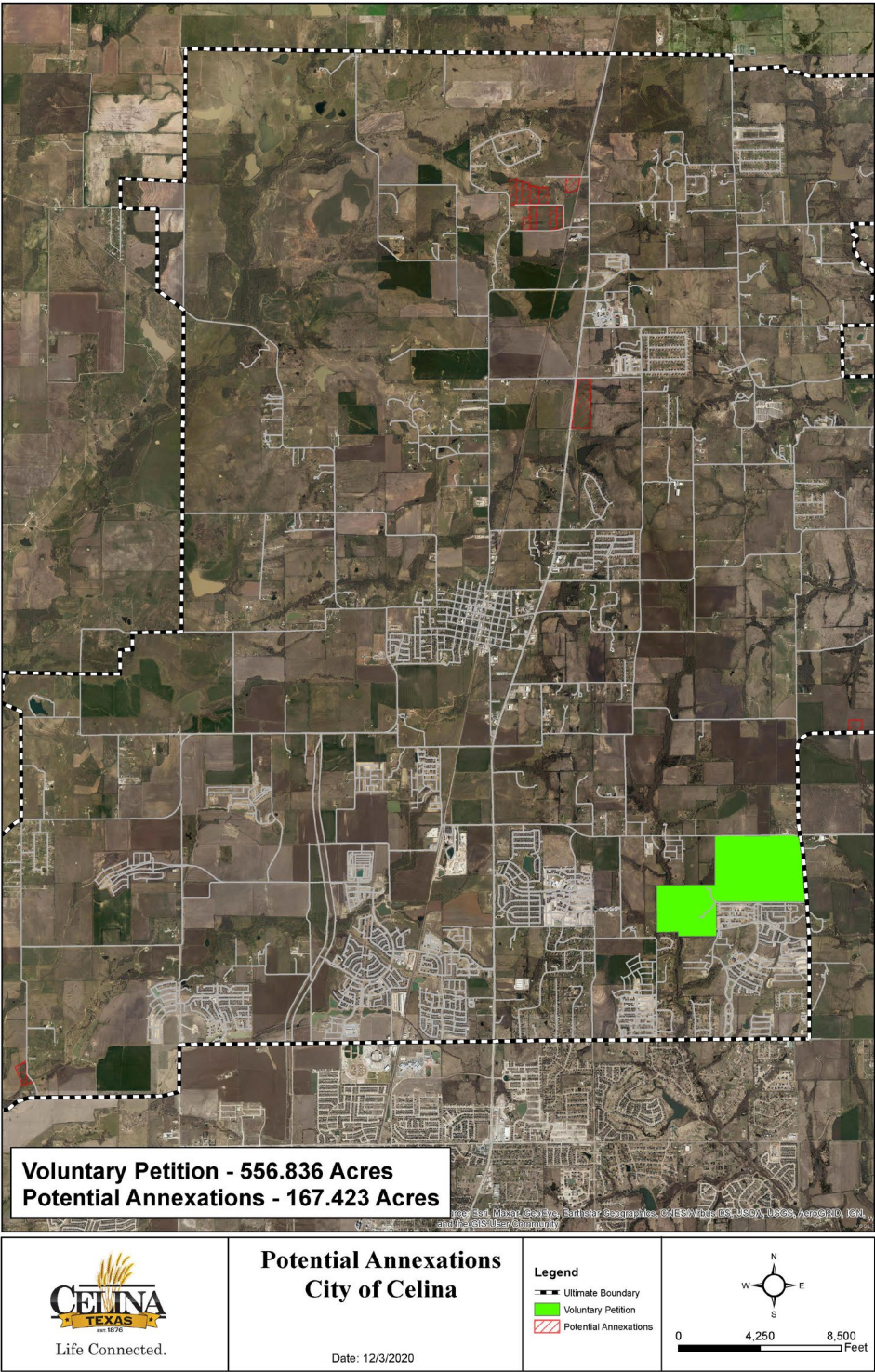
Attachment: Draft Ordinance (20-03 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit “A”

- 1) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,
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Exhibit “B”



Attachment: Draft Ordinance (20-03 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit “C”

Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;

- iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity

and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after

completion shall apply.

- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Mustang Lakes Expansion - PD Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 557 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) and Mixed-Use Zoning District (MU) base zoning, generally located at the southwest corner of Custer Road and Choate Parkway. (Mustang Lakes Expansion – PD Zoning) (Mohan)

Background:

Please refer to the attachments for additional information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff Recommends approval as presented.

CUSTER RD

CHOATE PKWY

OWNSBY PKWY

WELLS WAY

ROSELAND PKWY

Attachment: Location Map (Mustang Lakes Expansion - PD Zoning)

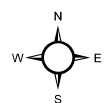


Mustang Zoning Location Map

Date: 11/3/2020

Legend

- Roads
- City Limits
- Parcels
- Voluntary Petition



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Packet Pg. 450

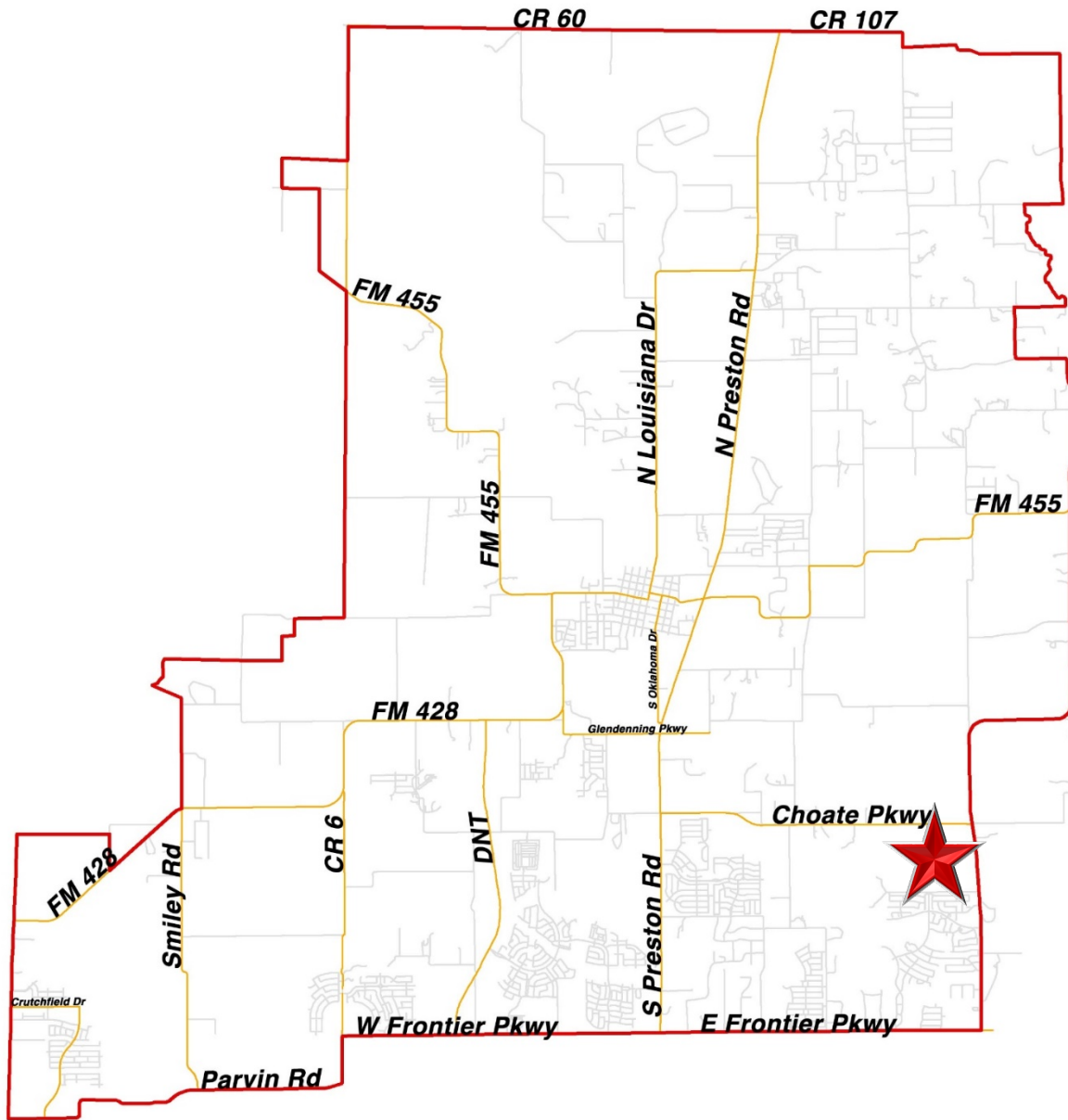
Feet

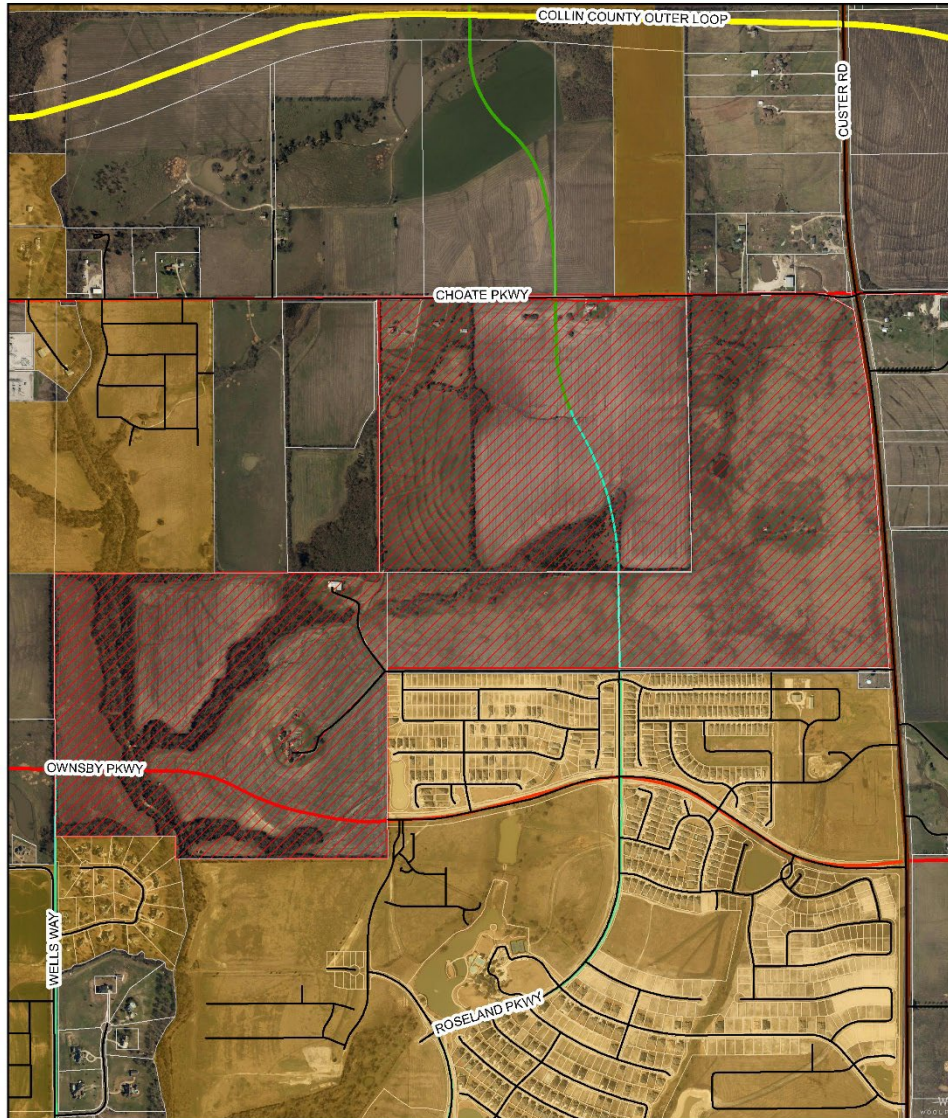
Mustang Lakes Expansion

Planned Development

City Council

December 8, 2020





Location Map

The subject property is generally located at the southwest corner of Custer Road and Choate Parkway

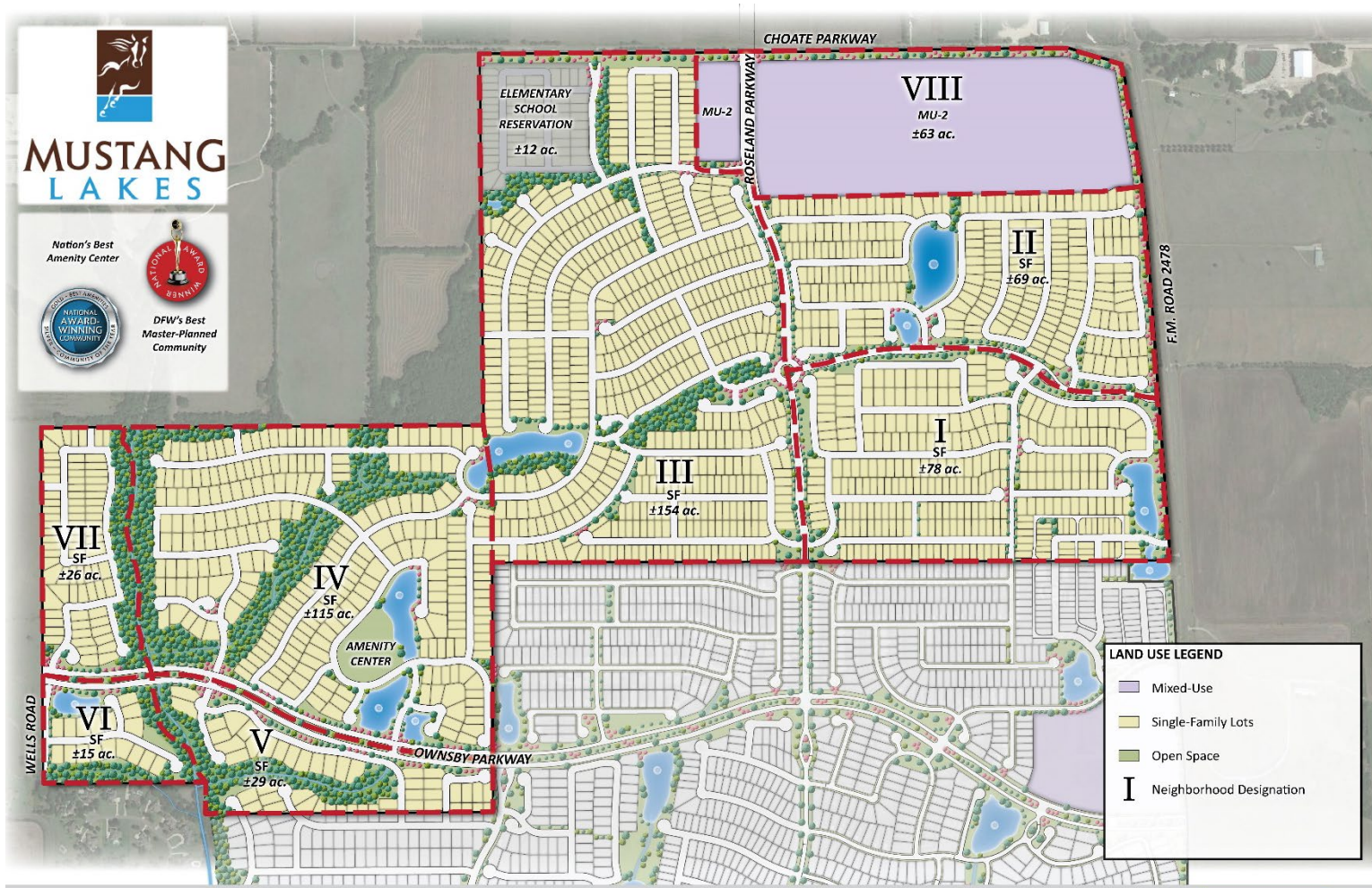
Background

- In January 2019, the City approved a Development Agreement for various uses that also outlined the annexation and future development regulations for the subject property
- The property is approximately 557 acres within the Extraterritorial Jurisdiction (ETJ)
- The applicant's request is to zone the property to a Planned Development for Single-Family Residential (SF-R) and Mixed-Use (MIX) Districts

Policy Considerations

- The proposed land use is in conformance with the governing DA
- The annexation & zoning requests will be considered concurrently by City Council this evening

Concept Plan



Attachment: Staff Presentation (Mustang Lakes Expansion – PD Zoning)

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its November 17th regular meeting
- Staff recommends approval of the Zoning as presented, per the governing DA

CITY OF CELINA, TEXAS

ORDINANCE 2020-_____

MUSTANG LAKES EXPANSION

PLANNED DEVELOPMENT #118

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 557 ACRES LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF CUSTER ROAD AND CHOATE PARKWAY; AS DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN TO BE ZONED “PD” PLANNED DEVELOPMENT DISTRICT NO. 118; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the zoning is in conformance with the existing Development Agreement approved in January 2019 which outlined the annexation and zoning; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated as though fully set forth herein (the “Property”); and

WHEREAS, the Concept Plan, Paving & Screening Plan, Trails & Open Space Plan, Side Yard Fencing Detail – Collector Street, Side Yard Fencing Detail – Residential Street, Street Section, and Development Regulations, set forth in Exhibit “C”, “D”, “E”, “F”, “G”, “H”, and “I”, respectively, attached hereto and incorporated herein, define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested

zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as "PD" Planned Development District No. 118 and is subject to the following PD regulations, which exhibits are incorporated as if fully set forth herein:

- | | |
|------------|---|
| Exhibit B: | Depiction of Property |
| Exhibit C: | Concept Plan |
| Exhibit D: | Paving & Screening Plan |
| Exhibit E: | Trails & Open Space Plan |
| Exhibit F: | Side Yard Fencing Detail – Collector Street |
| Exhibit G: | Side Yard Fencing Detail – Residential Street |
| Exhibit H: | Street Section |
| Exhibit I: | Development Regulations |

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT REGULATIONS**

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as PD No. 118, and incorporates the Concept Plan attached hereto as Exhibit "C", the Paving & Screening Plan attached hereto as Exhibit "D", the Trails & Open Space Plan attached hereto as Exhibit "E", the Side Yard Fencing Detail – Collector Street, attached hereto as Exhibit "F," the "Side Yard Fencing Detail –

Residential Street,” attached hereto as Exhibit “G”, the Street Section, attached hereto as Exhibit “H,” and the Development Regulations attached hereto as Exhibit “I.”

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property described on Exhibit “A” and depicted in Exhibit “B” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

or otherwise inapplicable, in whole in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit A Legal Description

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

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

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

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

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

THENCE N 88° 59' 17" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 663.23 feet to a 5/8 inch iron rod found in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southeast corner of said G&N Estates, LLC tract, also being the southwest

corner of that tract of land conveyed to Robert D. Newell and Charlotte K. Newell, according to the deed recorded in Document Number 20120615000717260, Official Public Records, Collin County, Texas;

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

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

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

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

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

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

THENCE S 04° 14' 30" E, with the east line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being west line of said Farm-To-Market Road 2478, a distance of 49.85 feet to a 1/2 inch iron rod with cap stamped "DAA" found for the southeast corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 9), same being the northeast

corner of that tract of land conveyed to the City of McKinney, according to deed recorded in Document Number 20111026001149950, Official Public Records, Collin County, Texas;

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

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

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

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

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

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

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

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

THENCE S 89° 39' 02" W, with the south line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being a north line of said Celina 682 Partners, L.P. tract, a distance of 1,986.38 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the southwest corner of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same

being an interior ell corner of Wilson Creek Estates 2, and addition to the City of McKinney, Texas, according to the plat thereof recorded in Document Number 98-0015033, Official Public Records, Collin County, Texas;

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

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

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

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

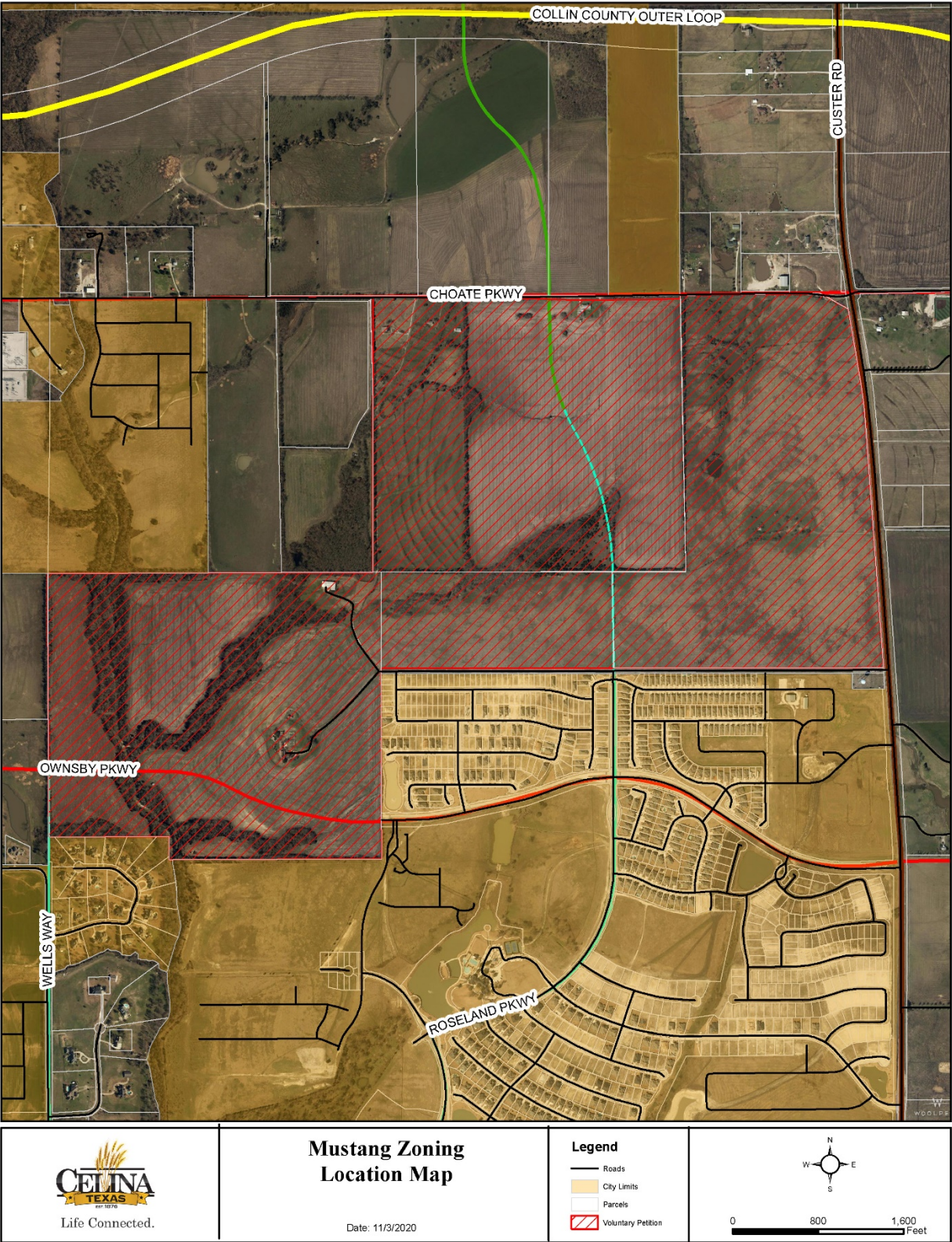
THENCE N 89° 36' 59" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said City Global Investments, LLC tract, a distance of 680.76 feet to a 1/2 inch iron rod found in the north line of said Brinkmann Ranches of Collin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

deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas;

THENCE N 89° 46' 39" E, with the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), same being the south line of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, a distance of 869.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176476-Tract 8), and being the southeast corner of said Donald T. Koch, as trustee of the surviving grantor's revocable trust tract, same being the southwest corner of that tract of land called Tract 4 and conveyed to Collin County Two Trees Investments, LP, according to deed recorded in Document Number 20090603000680790, Official Public Records, Collin County, Texas;

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

Exhibit B
Depiction of Property



Attachment: Draft Ordinance (Mustang Lakes Expansion – PD Zoning)

Exhibit C Concept Plan



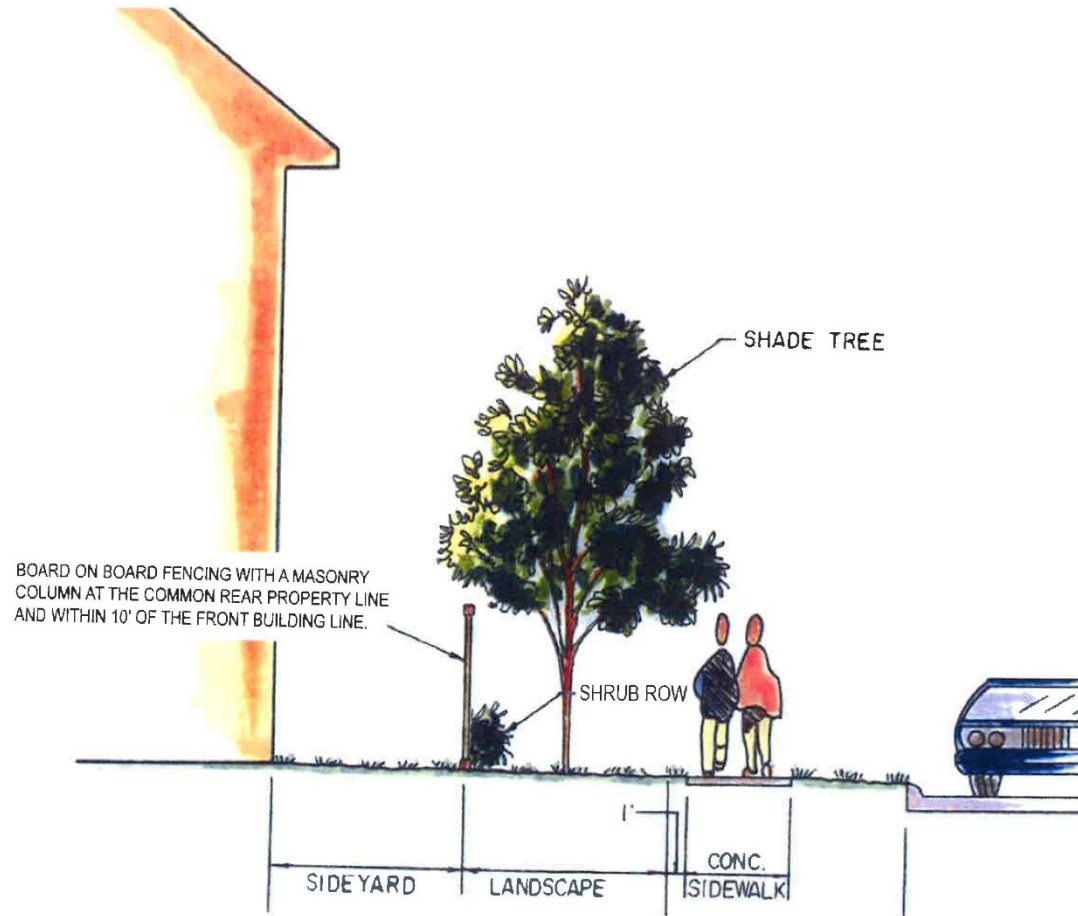
Exhibit D Paving & Screening Plan



Exhibit E Trails & Open Space Plan

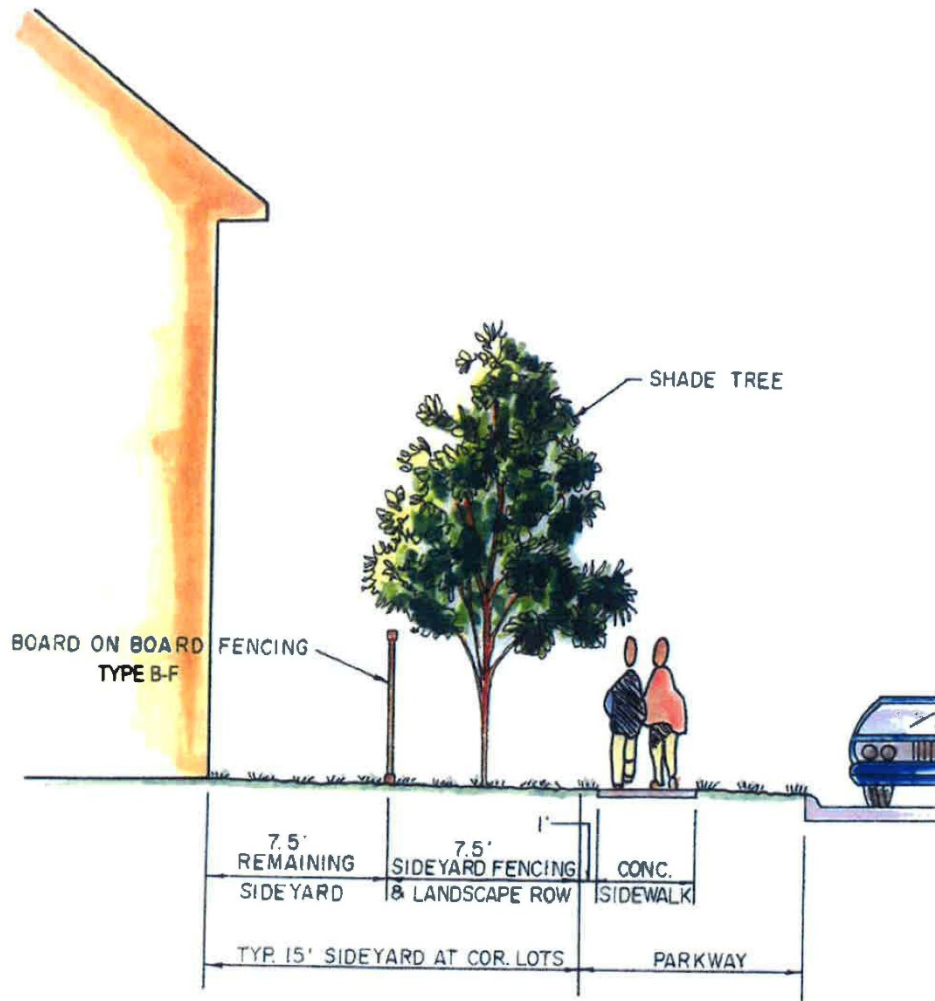


Exhibit F
Side Yard Fencing Detail – Collector Street



Side Yard Fencing Detail - Collector Street

Exhibit G
Side Yard Fencing Detail – Residential Street



Side Yard Fencing Detail - Residential Street

Exhibit H Street Section



Note: a maximum of three (3) consecutive parallel parking spaces shall be between street trees (shade) planted at a maximum spacing of 90-feet on center.

Exhibit I Development Regulations

For an approximate 557 acre tract of land (the “Mustang Lakes Annex”) out of the Coleman Watson Survey, Abstract No. 945 in the City of Celina ETJ and Collin County, Texas. *(Please refer to the exhibits to review a variety of maps relative to this PD and refer to Exhibit A for a legal description of the tract’s overall boundary.)*

Purpose

The purpose of this PD is to create a community by connecting a group of neighborhoods linked together by a series of trails and enhanced open space areas that encourage and promote outdoor activity among the residents. The Open Space areas shall consist of existing trees, existing lakes as well as proposed lakes, trails, ornamental trees and shade trees. In addition, this planned development provides an opportunity for the development of neighborhood commercial services that would serve the community and provide a natural progression of residential development from denser residential product, in the form of town home and/or patio homes adjacent to the commercial, to traditional, less dense, residential product.

Definitions

Definitions used herein shall be the same as those found in Section 5.8 of the Zoning Ordinance for the City of Celina, Texas, as they exist or may be amended.

General Regulations

All regulations for Mustang Lakes Annex not redefined by these regulations shall conform to the regulations set forth in the City of Celina Zoning Ordinance and the Subdivision Ordinance, as they exist or may be amended.

Any future modification to these PD Development Regulations shall be limited to the specific neighborhoods being modified. A graphical depiction of the “Neighborhood/s” is provided on the Concept Plan; refer to Exhibit C.

A property owners association shall be established and shall be responsible for the maintenance of all park/open space areas.

Upon approval of a final plat, the raising of large animals such as horses, swine, sheep, cows, etc. on any lot less than 2 acres is prohibited.

All single-family Type A-F detached residences can be front-entry and have garage access from a dedicated public street. Type G-H shall only be rear entry with garage access from a dedicated alley, pedestrian access shall be from a street and/or open space

The Concept Plan depicts two principal districts a “SF-R” and “MU-2” district and Neighborhoods I – VIII; refer to Exhibit C. The maximum number of residential lots within the “SF” district (neighborhoods I-VII) shall be one-thousand seven-hundred fifty (1750). The minimum number of Type A-D lots shall be one-hundred fifty (150). Furthermore, the maximum number of Type F lots within neighborhoods I-VII shall be six-hundred (600). Any Type F or Type H lots developed in the “MU-2” district (neighborhood VIII) are in addition to those in Neighborhoods I-VII. Type H lots shall be limited to a maximum of 10% within SF-R districts and requires the urban street section, see Exhibit H. Multi-family is only allowed in neighborhood VIII; the maximum number of multi-family units shall be six-hundred twenty-five (625).

Use Regulations

The permitted uses within each Neighborhood are outlined below. In addition, any residential or commercial use that is less intense than the permitted use within each neighborhood is also permitted; acreages are net of perimeter right-of-way dedications. *(For a visual representation of the Concept Plan, refer to Exhibit C; note, the Concept Plan and associated Neighborhoods are not a Phasing Exhibit.):*

Neighborhood “I” (+/- 78 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “II” (+/- 69 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “III” (+/- 154 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “IV” (+/- 115 ac.): The permitted uses shall be SF-R

Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “V” (+/- 29 ac.): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “VI” (+/- 15 ac): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “VII” (+/- 26 ac): The permitted uses shall be SF-R Single-Family Residential District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

Neighborhood “VIII” (+/-63 ac.): The permitted uses shall be “MU-2” Mixed Use Regional District Uses, referred to herein, and the associated uses defined in the City of Celina Zoning Ordinance or as amended herein.

a) Additional Permitted Uses and Development Standards:

- Single-family detached (Type F-H lots)

b) Conditional Uses:

- Tire Dealer
- Kiosk
- Nursery
- Hotel
- Auto Repair (major/minor)

c) Prohibited Uses:

- Check Cashing Services
- Industrial/manufacturing
- Assisted Living/Nursing Home/Care Home
- Recycling Kiosk
- Contractor Storage

d) Land Use Limits (based on gross acres):

- Residential (stand-alone): maximum of 70%
- Multi-family: maximum of 65%
- Retail/Commercial/Office (minimum 20 acres)

Area Regulations

General Area regulations:

- (a) The lot widths shall be measured along the arc of the front building line.
- (b) For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet. The front yard set-back may be increased by fifteen (15) feet.
- (c) For Lot Types A - F, the maximum lot coverage shall be sixty (60) percent; for Lot Type G (TH) or Type H, the maximum lot coverage shall be eighty-five (85) percent.

The following amended area regulations shall apply *(For a visual representation of the Concept Plan, refer to Exhibit C:*

Type A:

Minimum Lot Area: The minimum lot area shall be one (1) acre or 43,560 square feet.

Minimum Lot Width: The minimum lot width shall be eighty (80) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be thirty (30) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be fifteen (15) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be twenty-four-hundred (2,400) square feet.

Type B:

Minimum Lot Area: The minimum lot area shall be fifteen-thousand (15,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy-five (75) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be thirty (30) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be eight (8) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type C:

Minimum Lot Area: The minimum lot area shall be ten-thousand (10,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy-five (75) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-twenty (120) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be eight (8) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type D:

Minimum Lot Area: The minimum lot area shall be nine-thousand (9,000) square feet.

Minimum Lot Width: The minimum lot width shall be seventy (70) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-fifteen (115) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.

Minimum Front Setback for Garage Doors: the minimum depth of the front yard setback for garage doors shall be twenty-six (26) feet unless a j-swing garage is used and in that case the setback shall be twenty (20) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty (20) feet.

Minimum Side Yard: The minimum side yard shall be seven (7) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type E:

Minimum Lot Area: The minimum lot area shall be seventy-five hundred (7,500) square feet.

Minimum Lot Width: The minimum lot width shall be sixty (60) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-ten (110) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet,

Minimum Front Setback for Garage Doors: the minimum depth of the front yard setback for garage doors shall be twenty-one (21) feet unless a j-swing garage is used and in that case the front yard setback shall be twenty (20) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be twenty-five (25) feet.

Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be eighteen-hundred (1,800) square feet.

Type F:

Minimum Lot Area: The minimum lot area shall be fifty-five-hundred (5,500) square feet.

Minimum Lot Width: The minimum lot width shall be fifty (50) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred-ten (110) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet except for zero lot line lots with “J-swing” garage may have a minimum Front yard of fifteen (15) feet.

Minimum Front Setback for Garage Doors: The minimum depth of the front yard setback for garage doors shall be twenty-one (21) feet unless for zero lot line lots with J-swing garages may have a front yard setback of fifteen (15) feet.

Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.

Minimum Side Yard: The minimum side yard shall be zero (0) feet and ten (10) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be sixteen-hundred (1,600) square feet.

Type G:

Maximum Dwellings per Acre: The maximum dwelling units per acre is ten (10).

Minimum Lot Area: The minimum lot area shall be twenty-four hundred (2,400) square feet.

Minimum Lot Width: The minimum lot width shall be twenty-four (24) feet.

Minimum Lot Depth: The minimum lot depth shall be one-hundred (100) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet or ten (10) feet for rear entry lots.

Minimum Rear Yard: The minimum depth of the rear yard shall be three (3) feet for rear-entry lots.

Minimum Side Yard: The minimum side yard depth shall be zero (0) feet for interior SFA units, seven and a half (7.5) feet for end SFA unit and the corner side yard shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be fifteen (15) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be fourteen-hundred (1,400) square feet.

Type H (only within Neighborhood VIII and IX):

Minimum Lot Area: The minimum lot area shall be thirty-six-hundred (3,600) square feet.

Minimum Lot Width: The minimum lot width shall be forty (40) feet.

Minimum Lot Depth: The minimum lot depth shall be ninety (90) feet.

Minimum Front Yard: The minimum depth of the front yard shall be ten (10) feet.

Minimum Garage Door Setback: There shall be a minimum depth of five (5) or twenty (20) feet to the garage door.

Minimum Rear Yard: The minimum depth of the rear yard shall be five (5) feet except for alley served dwellings.

Minimum Side Yard: The minimum side yard shall be zero (0) feet and ten (10) feet or five (5) feet and five (5) feet. A minimum three (3) foot side yard maintenance easement shall be placed on the adjacent lot for the purpose of maintenance of a zero/10 foot lot. The minimum side yard for a corner lot shall be fifteen (15) feet.

Minimum Building Separation: The minimum building separation shall be ten (10) feet.

Minimum Dwelling Size: The minimum dwelling unit size shall be fourteen-hundred (1,400) square feet.

For non-residential area regulations, refer to the current City of Celina Zoning Ordinance for each specific land use or collection of uses.

Parking Regulations

Residential: The off-street residential parking requirement is two (2) enclosed vehicle spaces for each dwelling unit that are located behind the front building line. In addition, for Type G-H one (1) visitor parking space for every four (4) dwelling units shall be provided within six-hundred (600) feet of the building it serves. The spaces provided shall be either parallel spaces (8'x22') or head-in spaces (9'x20').

Non-Residential: The parking requirement for all non-residential uses shall conform to City of Celina's Zoning Ordinance, as exists or may be amended.

Multi-family: Parking shall be organized to create an "Urban Edge." All required resident parking for multi-family dwellings that is "surface parking" shall be situated a minimum of ten (10) feet behind the front façade of the building. Furthermore, any parking visible from the street shall be screened with a generally continuous row of seven (7) gallon evergreen shrubs planted to screen parking from the street.

Building Regulations

Exterior Building Façade for Residential structures shall meet or exceed the requirements outlined in the City's Zoning Ordinance except as herein amended; with the following exception, the masonry and area requirements are intended to exceed the City's requirements but the more restrictive requirement shall control:

- (a) The front façade of single-family residences shall be one-hundred (100) percent masonry exclusive of doors, windows, dormers and other architectural elements. The sides and rear elevations not facing a public street shall not be less than fifty (50) percent masonry each nor shall the combined overall be less than eighty-five (85) percent masonry, exclusive of doors and windows.
- (b) The building elevation of each lot adjacent to the proposed lot shall not be similar. Furthermore, the building elevation of the house most directly across the street from the proposed lot and the adjacent lots on either side of it shall not be similar.

- (c) All garage doors shall be allowed at the front building line, but shall not be closer than twenty-one (21) feet from the street right-of-way for front entry lots.
- (d) The primary roof pitch for Type A, Type B and Type C shall not be less than 8:12.
- (e) The primary roof pitch for Type D, Type E, Type F, Type G and Type H shall not be less than 6:12.
- (f) Only one (1) story single-family residences or two (2) story homes with 100% masonry facades with sides facing FM 2478 (Custer Road), Choate Parkway, Wells Road, Ownsby Parkway and Roseland Parkway are required.
- (g) No building shall exceed two and one-half (2-1/2) stories in height or more than thirty-five (35) feet, measured at the mid-point between the top plate and the dominate roof ridge.

Exterior Building Façade of Accessory Structure:

- (a) Any accessory structure or building shall be constructed of complementary material to the associated residence and the general architecture of the development.
- (b) An accessory building shall be located not less than fifty (50) feet from the front lot line, fifteen (15) feet from any other street, and not less than three (3) feet from any side or rear lot line.
- (c) The maximum height of any accessory structure shall not exceed fifteen (15) feet for Type A - Type B and ten (10) feet for Type C – Type F.

Screening Regulations

General Screening *(For a visual representation of the Enhanced Paving & Screening, refer to Exhibit D):*

- 1. Chain Link Fence is prohibited.
- 2. The following items shall be screened from the public street:
 - (a) Clothes lines or drying racks
 - (b) Yard maintenance equipment
 - (c) Garbage and refuse containers, except on collection day
 - (d) Wood piles and compost piles

- (e) Accessory structures, such as dog houses, gazebos, storage sheds and green houses
- (f) Roof mounted TV antennas or dishes
- (g) Pool equipment

Thoroughfare screening regulations (refer to the Enhanced Paving and Screening Plan found in Exhibit D):

- (a) A screening wall shall be provided generally along right-of-way or adjacent landscape buffer when residential lots have a rear yard or side yard adjacent to Ownsby Parkway, Choate Parkway, and FM 2478 (Custer Road). All screening walls shall be constructed in conjunction with the associated residential phase.
 - 1. A masonry (stone or brick) or thin wall for lots backing and siding to Ownsby Parkway, FM 2478 (Custer Road), and Choate Parkway.
 - 2. Masonry or ornamental metal or a combination thereof may be utilized where cul-de-sacs are adjacent to right-of-way for CR 83 (Ownsby Parkway), FM 2478 (Custer Road) and Choate Parkway;
- (b) Screening fences shall be as follows:
 - 1. For lots siding to any collector, there shall be a six (6) foot cedar board-on-board fence with a cap and a masonry column at the common rear property line and within ten (10) feet of the front building line. For lots backing to any collector, a minimum six (6) foot masonry wall with columns shall be constructed. In addition, a generally continuous row of shrubs and/or trees shall be installed in front of the fence within the adjacent landscape buffer. Any wood fence shall have a uniform stain color; refer to Exhibit F.
 - 2. For open ended cul-de-sac's adjacent to Wells Road, Ownsby Parkway, Choate Parkway and FM 2478 (Custer Road), a five (5) foot decorative metal fence with shrubbery and minimum five (5) foot masonry columns on a minimum of eighty (80) foot centers between the front building lines, on either side of the open ended cul-de-sac's to the proposed thoroughfares is required.

3. For open ended cul-de-sac adjacent to a Roseland Parkway or East-West roadway, a continuous row of shrubs shall be required. Shrubbery when planted shall be a minimum size of three (3) gallons placed on thirty-six (36) inch centers within the landscape buffer along the right-of-way line.
4. Any use of ornamental metal shall be accompanied by shrubbery in front of such metal on the thoroughfare side. Shrubbery when planted shall be a minimum size of three (3) gallons placed on thirty-six (36) inch centers.
5. No access through the rear or side yards of lots that side or back to Roseland Parkway, Ownsby Parkway, Wells Road, Choate Parkway or FM 2478 (Custer Road) is permitted.
6. The Subdivision name, Logo, or initials may be incorporated into the screening wall at the entrances and/or on the columns.

Open Space screening regulations:

- (a) The rear yards of all single-family residences which back or side to an open space shall have a minimum five (5) foot ornamental metal fencing adjacent to the open space area. For rear and side yards that have a pool and are adjacent to an open space area, a six (6) foot ornamental fences is required. No fencing shall be allowed within the 100-yr. flood plain.

Builder's Side Yard screening regulations:

- (a) The builder shall construct fencing and landscaping in accordance with the "Side yard Fencing & Landscape Detail" found in Exhibit G.

Landscape & Irrigation Regulations

The residential builder of each lot shall provide at a minimum the following landscape material:

Turf:

The front, side and rear yard of each shall be sodded and fully irrigated with an automatic sprinkler system.

Trees:

Type A - Type B: There shall be a minimum four (4) three (3) inch shade trees planted for each residential lot; furthermore, at least fifty (50) percent

of the trees shall be shade trees. These are in addition to the minimum three (3) shade trees required on each corner lot.

Type C - Type F: There shall be a minimum of two (2) three (3) inch shade trees planted for each residential lot; furthermore, at least fifty (50) percent of the trees shall be in the front yard. These are in addition to the minimum three (3) shade trees required on each corner lot.

Type G-H: There shall be one (1) three (3) inch shade tree and one (1) eight-ten (8-10) foot ornamental tree planted for every two residential lots; the shade tree requirement may also be achieved by planting “street trees” in conjunction with an urban street section.

Shrubs:

Type A - Type B: There shall be a minimum of twenty-five (25) 3-gallon shrubs across the front of the house.

Type C - Type E: There shall be a minimum of eighteen (18) 3-gallon shrubs across the front of the house.

Type F - Type H: There shall be a minimum of six (6) 3-gallon shrubs across the front of the house.

Open Space Regulations

General *(For a visual representation of the Trail and Open Space plan, refer to Exhibit E:*

- (a) All parks and open space areas are open to the public/residents. They should be developed and maintained based on their intended use and should offer the community different experiences. These spaces should include passive parks that are designed to be pleasant views and in turn create a sense of openness in the community; these may be native or improved spaces. These open spaces should also include active pocket parks that provide an opportunity for the community to gather together; these spaces require additional accoutrements such as benches or tables, bike racks, trash receptacles or playground equipment as well as additional landscaping to create a sense of place within a larger area.
- (b) All open space areas and detention areas shall be maintained by the HOA. All proposed (wet) lakes shall be equipped with a water fountain or aerator device.
- (c) No physical improvements are permitted within the flood plain that would impact the capacity of the floodplain.

- (d) All open space areas shall have a slope not greater than 6:1, unless they are naturally existing or structurally supported; a 4:1 slope may be utilized as needed to create a more functional open space.
- (e) On a residential street the opposite side of the street from a six (6) foot trail a five (5) foot walk shall be provided. For open-ended cul-de-sacs adjacent to a collector or arterial, a sidewalk shall be constructed to provide a pedestrian connection. The builder is responsible for constructing the trail and/or walk referenced above when the proposed trail/walk is located along the front and/or side of a lot.
- (f) A ten (10) foot public trail shall be constructed generally along the east side of Wilson Creek from the most western north line to Ownsby Parkway in conjunction with development of neighborhood VI. Please refer to the aforementioned Trail and Open Space Plan for the general location and size of other required trails adjacent to arterials and collectors.
- (g) A pedestrian connection shall be created from NH II to NH VIII.

Open Space Area Specifics:

Area A: shall include entry monument, a water/detention feature with a lighted fountain, a six (6) foot trail, and associated landscaping and irrigation.

Area B: shall include a six (6) foot trail, water/detention feature with a lighted fountain, landscaping and irrigation.

Area C: shall include water/detention feature/s with a lighted fountain in each, a six (6) foot trail, and associated landscaping and irrigation.

Area D: shall include a water/detention feature with a lighted fountain, a six (6) foot trail, and associated landscaping and irrigation.

Area E: shall include an amenity center and/or sales center, cabana, pool, playground equipment, parking, a six (6) foot trail, and associated landscaping and irrigation. The Amenity Center shall be complete prior to the 1050 certificate of occupancy (CO).

Area F: is a fifteen (15) foot landscape buffer contiguous to the eastside of Wells Road when lots side to a collector and twenty (20) foot when lots back to a collector. It shall include an eight (8) foot trail and associated landscaping and irrigation.

Area G: is a minimum fifteen (15) and an average forty (40) foot landscape buffer west of Wilson Creek on either side of Ownsby Parkway. It shall include a ten (10) foot trail, shade trees planted on an average of forty (40) feet on center, cluster or grouping of trees is permitted. In addition, the area shall be complimented with a monument sign, shrubs, ground cover, berms, accent

stones and ornamental trees. This area shall be fully landscaped and irrigated.

Area H: This area is located along the west right-of-way line of FM 2478 (Custer Road) (an existing 100-foot right-of-way). It shall include a minimum (30) foot wide landscape buffer, outside the future right-of-way, and an average of forty (40) feet with shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted. In addition, the area shall include a ten (10) trail and be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated.

Area I: This area is located outside the designated right-of-way on either side of a divided thoroughfare called Ownsby Parkway, east of Wilson Creek. It shall be a minimum of 15-feet, except within the transition zone, and an average forty (40) foot wide landscape buffer with shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted; the transition zone is defined as the first 500-feet on both sides of Ownsby Parkway west of Mustang Lakes. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated. Also in both sides of this landscape buffer shall be a meandering six (6) foot trail, through the "Transition Zone," and then an eight (8) or ten (10) foot trail west of the "Transition Zone."

Area J: The area is located outside of the designated right-of-way and on either side of Roseland Parkway, south of Choate Parkway and north of Ownsby Parkway. It shall be a minimum of fifteen (15) foot wide landscape buffer when lots side to the street and twenty (20) foot when lots back to the street. The buffer shall have shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area and the associated median shall be fully landscaped and irrigated. Also in both sides of this landscape buffer shall be a meandering trail eight (8) feet in width north of the round-a-bout and six (6) feet on one side and eight (8) feet on the other south of the round-a-bout.

Area K: The area is located outside of the designated right-of-way and on either side of East-West street connection from Roseland Parkway to FM 2478 (Custer Road). It shall be a minimum (10) foot wide landscape with an average twenty (20) foot buffer with shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a meandering eight (8) foot trail complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated. Also within one side of this landscape buffer shall be a meandering six (6) foot trail.

Area L: The area is located outside of the designated right-of-way and on the south side of Choate Parkway to FM 2478 (Custer Road). It shall be a minimum forty (40) foot wide landscape buffer with shade trees planted on an average of forty (40) feet on center, clustering or grouping of trees is permitted. In addition, the area shall be complimented with an entry monument/s, shrubs, ground cover, berms, accent stones and ornamental trees. Also within this landscape buffer shall be a meandering ten (10) foot trail complimented with shrubs, ground cover, berms, accent stones and ornamental trees. This area shall be fully landscaped and irrigated.

Subdivision Regulations

Development shall meet the standards as required in the City of Celina Subdivision Ordinance except as follows:

- a) Block length – The maximum block length shall be twelve hundred twenty (1,220) feet as measured from intersection. Exceptions to the block length requirement may be granted for special circumstances or conditions affecting the property in question; exceptions shall be applied for as a subdivision ordinance variance and presented to the Planning & Zoning Commission and City Council at the time of Construction/Preliminary Plat consideration for approval. Pecuniary interests standing alone shall not be justification for the granting of a variance.
- b) Cul-de-Sac Length and Diameter: – The maximum cul-de-sac length is six-hundred (600) feet, except for the over-length cul-de-sac identified in the one (1) acre lots on the concept plan or as approved by the City. The bulb right-of-way radius shall be fifty (50) feet.
- c) Center-line Radii – The minimum center-line radius for a Major Arterial shall be eleven hundred(1100) feet or as approved by the City; the minimum center-line radius for Minor Arterial shall be six (600) feet or as approved by the City; and the minimum center-line radius for a residential street shall be one-hundred-fifty (150) feet or as approved by the City.
- d) Jog – The minimum street jog shall be one-hundred twenty-five (125) feet from centerline to centerline.
- e) Ownsby Parkway: – Ownsby Parkway shall be a six (6) lane divided roadway within a one-hundred-twenty (120) foot right-of-way that will be dedicated to the City; The Developer/District will be responsible for the construction of a two (2) lanes or twenty-eight (28) feet of pavement, in both directions and the construction of left turn lanes at each of the median openings illustrated on the Concept Plan that are related to the residential neighborhoods. Left turn and/or deceleration lanes, along with and any associated right-of-way, required along Custer Road (FM 2478) shall be constructed.
- f) Roseland Parkway: –. Roseland Parkway shall be a 4-lane divided

roadway within a one-hundred (100) foot right-of-way where adjacent to non-residential and a 4-lane un-divided roadway within a seventy-five (75) foot right-of-way where adjacent to single-family from Choate Parkway to the round-a-bout. South of the round-a-bout, a 4-lane undivided roadway within sixty (60) feet of right-of-way shall be dedicated. Left/Right turn lanes for the Roseland/Choate Parkway intersection will be constructed and ROW dedicated as required with the development of the associated non-residential tract.

- g) East-West Roadway (Roseland to Custer): – The East-West roadway shall be a two (2) lane, twenty-nine (29) foot back-to-back, un-divided roadway within a fifty (50) foot right-of-way from the round-a-bout on Roseland Parkway to Custer Road that will be dedicated to the City; the right-of-way shall flair to a minimum of sixty (60) feet at the intersection with Custer Road (FM 2478) to accommodate an eastbound left and right turn lane.
- h) Wells Road: shall be a two (2) lane, twenty-nine (29) foot back-to-back, un-divided roadway within a sixty (60) foot right-of-way. The Developer/District shall be responsible for dedicating a maximum of thirty (30) feet of right-of-way, where Wells Road is contiguous; additional off-site right-of-way is needed to construct two lanes of Wells Road from Ownsby Parkway to CR 84.
- i) FM 2478, Wells Road and Choate Parkway: – It is anticipated that right-of-way dedications along FM 2478 (Custer Road), Wells Road and Choate Parkway may be required in the future. Intersections shall flare to provide additional ten (10) feet of ROW for right turn lanes.
- j) Tree surveys required as a part of the preliminary plat shall be submitted at the time of Construction Plat application.

Development shall meet or exceed the design criteria outlined below:

a. Residential Lot Grading:

- 1. Front & Rear Yards – the front and/or rear yard slopes shall not be less than one (1) percent nor greater than twelve (12) percent without requiring a wall, except for Type A lots. Furthermore, Type A lots are permitted to have lot-to-lot drainage within drainage easements.
- 2. Driveway – the driveway slope shall not exceed fourteen (14) percent.
- 3. Side Yards – the horizontal side yard slope shall not exceed 3:1; the minimum longitudinal side yard slope shall not be less than one (1) percent, unless structurally supported.

b. Paving:

1. Residential Streets – the residential streets shall be twenty-nine (29) feet wide from back-to-back; Minimum Street Grade – the street grade shall not be less than 0.6% or (6) inches every one (100) feet.
2. Maximum Street Grade – the street grade shall be a maximum of six (6) percent, unless otherwise approved by the City Engineer.
3. Sidewalks – the residential sidewalks shall be five (5) feet wide and the placement of the outside edge of the walk shall typically be one (1) foot inside the right-of-way or within a sidewalk easement.
4. Trails – the trails shall be a minimum of six (6) feet wide, except as otherwise noted on the “Trail and Open Space Plan” and shall serpentine within the parkway and associated landscape buffer, where applicable, but in no instance shall the outside edge of the trail be closer than four (4) feet to the back-of-curb or five (5) feet to the screening wall/fence.
5. Curb Return Radii – the curb radii for Major Arterial shall be forty (40) feet; the curb radii for Minor Arterials shall be thirty (30) feet; and the curb radii for residential streets shall be twenty (20) feet.
6. Run-off Co-efficient (C) – the residential run-off co-efficient shall be 0.6, except for Type A lots which shall be 0.45; the run-off co-efficient for commercial shall be 0.9.
7. Time of Concentration (TC) – the time of concentration for residential areas shall be fifteen (15) minutes and the time of concentration for commercial shall be ten (10) minutes.
8. Rainfall Intensity (I) – the rainfall intensity for residential areas shall be 7.52 in/hr. and the rainfall intensity for commercial areas shall be 8.88 in/hr.

c. Sanitary Sewer Mains

1. Minimum Size – the minimum sewer main size shall be eight (8) inches.
2. Clean-outs – clean-outs are allowed at the up-stream end of a sewer main provided the main is three-hundred (300) feet or less in length.
3. Minimum Radius – the minimum center-line radius for sewer mains shall be two-hundred feet.

4. Pipe Embedment – the embedment for sewer mains shall generally be class B+, unless otherwise noted by the engineer of record.
5. Services – all residential sewer services shall be four (4) inches in diameter, located in the center of the lot and extended ten (10) feet beyond the right-of-way.

d. Domestic Water

1. Minimum Size – the minimum water main size shall be eight (8) inches.
2. Services – all residential domestic water services shall be 1-inch for all lots. The services shall be located two (2) feet from a common lot line and the meter box shall be located next to the curb.
3. Fire Hydrants - a fire hydrant shall be located every five-hundred (500) feet along the water main and placed two (2) feet behind the back-of-curb.
4. Off-site Water Extensions – any off-site domestic water main extensions shall meet or exceed the requirements specified by the City of Celina.

e. Miscellaneous

1. Street Light Standards – a street light shall be located a maximum of five-hundred (500) feet apart. An ornamental street light fixture and pole shall be selected from those available through the electric provider. The light standard selected shall be used throughout the development and shall be LED where available. Street lights shall be located in the median for 4-lane divided roadways or greater.
2. Intersections – all roadway intersections shall be within five (5) degrees of ninety (90) at the intersection of the two right-of-ways unless otherwise approved by the City Engineer.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Madhuri Mohan AICP, Planning Manager
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Mustang Lakes Expansion Remainder - Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 168 acre tracts of land to Agricultural District (AG), generally located west of Farm to Market Road 2478, south of Kathie Court, north of Parvin Road, and east of Farm to Market Road 1385. (Mustang Lakes Expansion Remainder - Zoning) (Mohan)

Background Information:

Refer to the attached documents for further information.

Legal Review:

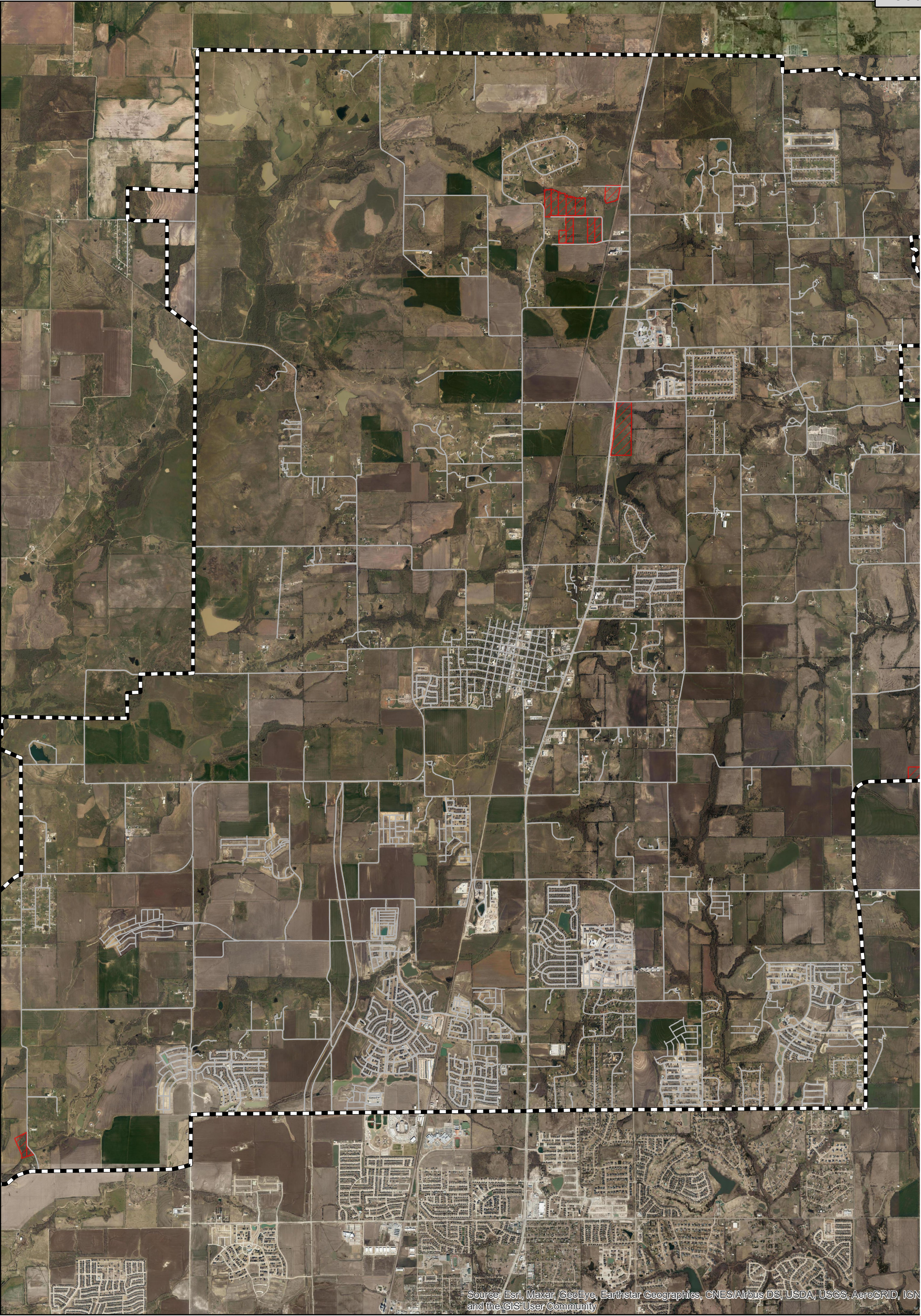
This item has been reviewed by the City Attorney.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:

Staff recommends approval as presented.



Attachment: Location Map (Mustang Lakes Expansion Remainder - Zoning)

CELINA
TEXAS
EST. 1876

Life Connected.

Potential Annexations

City of Celina

Date: 12/1/2020

Legend

- Ultimate Boundary
- Potential Annexations

0 4,250 8,500

Feet

Packet Pg. 494

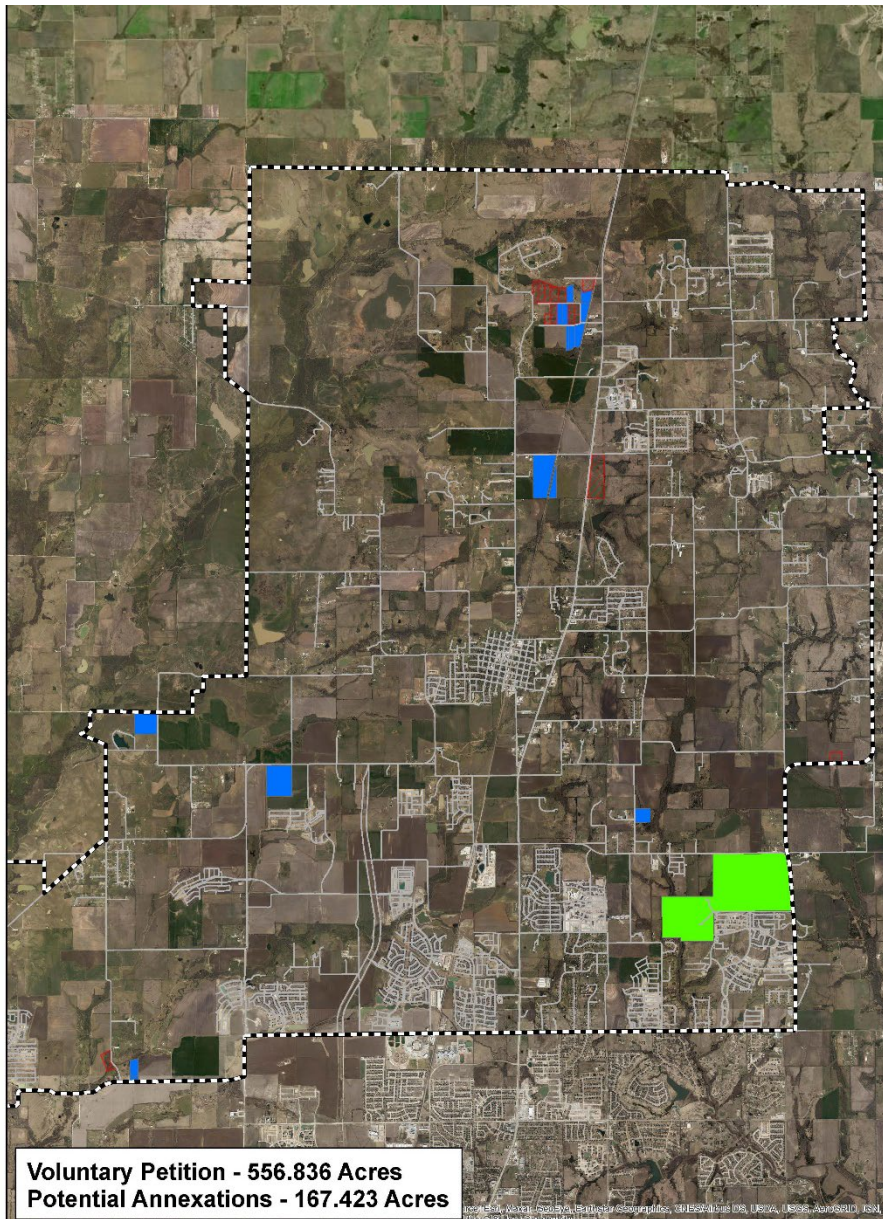
Mustang Lakes Remainder

Zoning

City Council

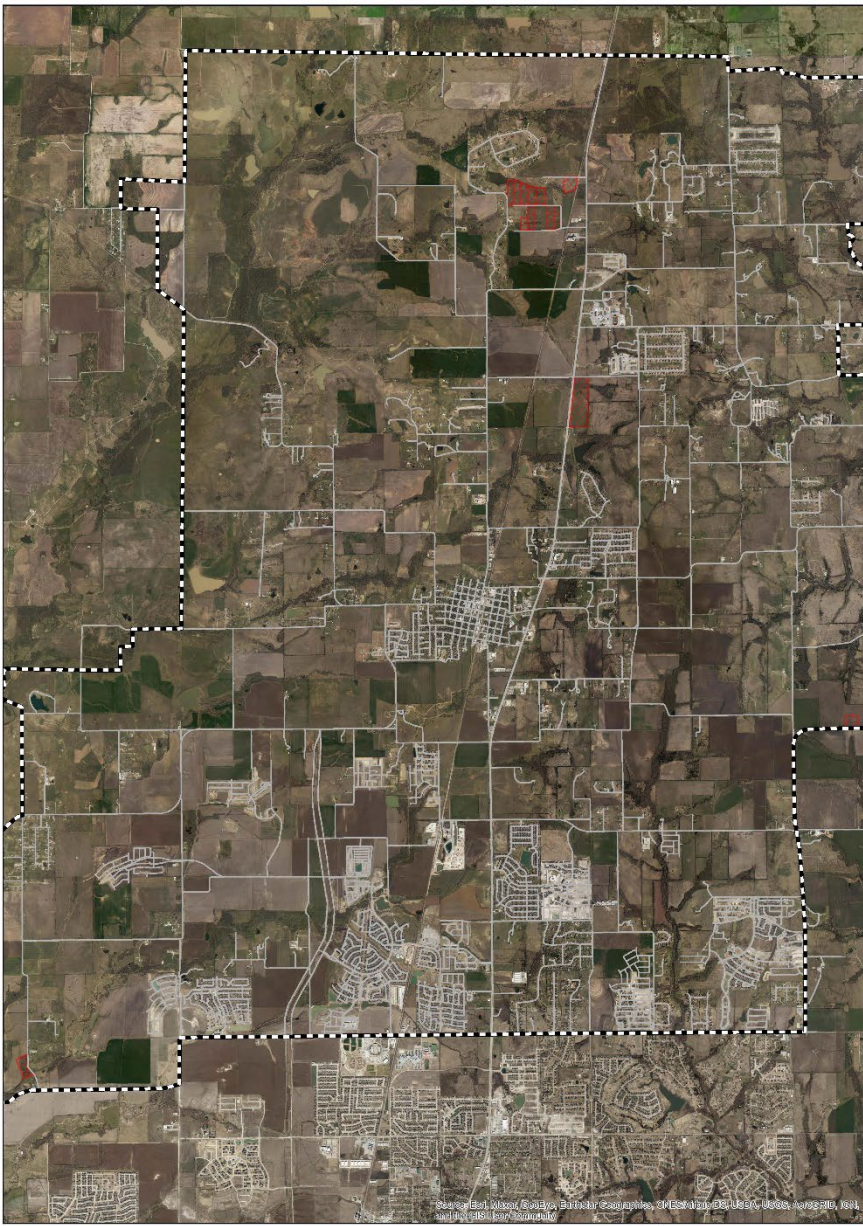
December 8, 2020

Annexation Map



Legend

-  Ultimate Boundary
-  Roads
-  Voluntary Petition
-  Potential Annexations
-  Deferrals Signed



Location Map

The subject properties are generally located within the ultimate growth boundary of the City of Celina

Background

- The properties are approximately 168 acres within the Extraterritorial Jurisdiction (ETJ)
- The properties are associated with the Mustang Lakes Expansion C-4 statutory consent annexation

Policy Considerations

- The proposed land uses will be zoned Agricultural District (AG), which is appropriate for the locations as a “holding district”
- The annexation & zoning requests will be considered concurrently by City Council this evening
- The property owners may in the future request the City to consider another zoning district
- Multiple property owners preferred deferrals over annexations

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its November 17th regular meeting
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2020-____
MUSTANG LAKES EXPANSION REMAINDER ZONING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 168 ACRE TRACTS OF LAND GENERALLY LOCATED WEST OF FARM TO MARKET ROAD 2478, SOUTH OF KATHIE COURT, NORTH OF PARVIN ROAD, AND EAST OF FARM TO MARKET ROAD 1385, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” AND INCORPORATED HEREIN TO BE ZONED AGRICULTURAL DISTRICT (AG), PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit “A” and depicted in Exhibit “B” attached hereto and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That the zoning classification is hereby established as Agricultural District (AG), on certain tracts of land described in Exhibit "A" and depicted in Exhibit "B".

Any person or entity having a legal or equitable ownership interest in any real property zoned by this Ordinance may apply to the City Council for an amendment to the zoning district classification relating to only their specific tract of land using the procedures set forth in the Comprehensive Zoning Ordinance and the regulations of the City.

SECTION 4
ZONING DESIGNATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Agricultural District (AG).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described in Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of

Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8 **CUMULATIVE REPEALER CLAUSE**

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

SECTION 9 **SAVINGS CLAUSE**

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

SECTION 10 **SEVERABILITY**

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

SECTION 11 **PUBLICATION CLAUSE**

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

SECTION 12 **ENGROSSMENT AND ENROLLMENT**

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

SECTION 13 **EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

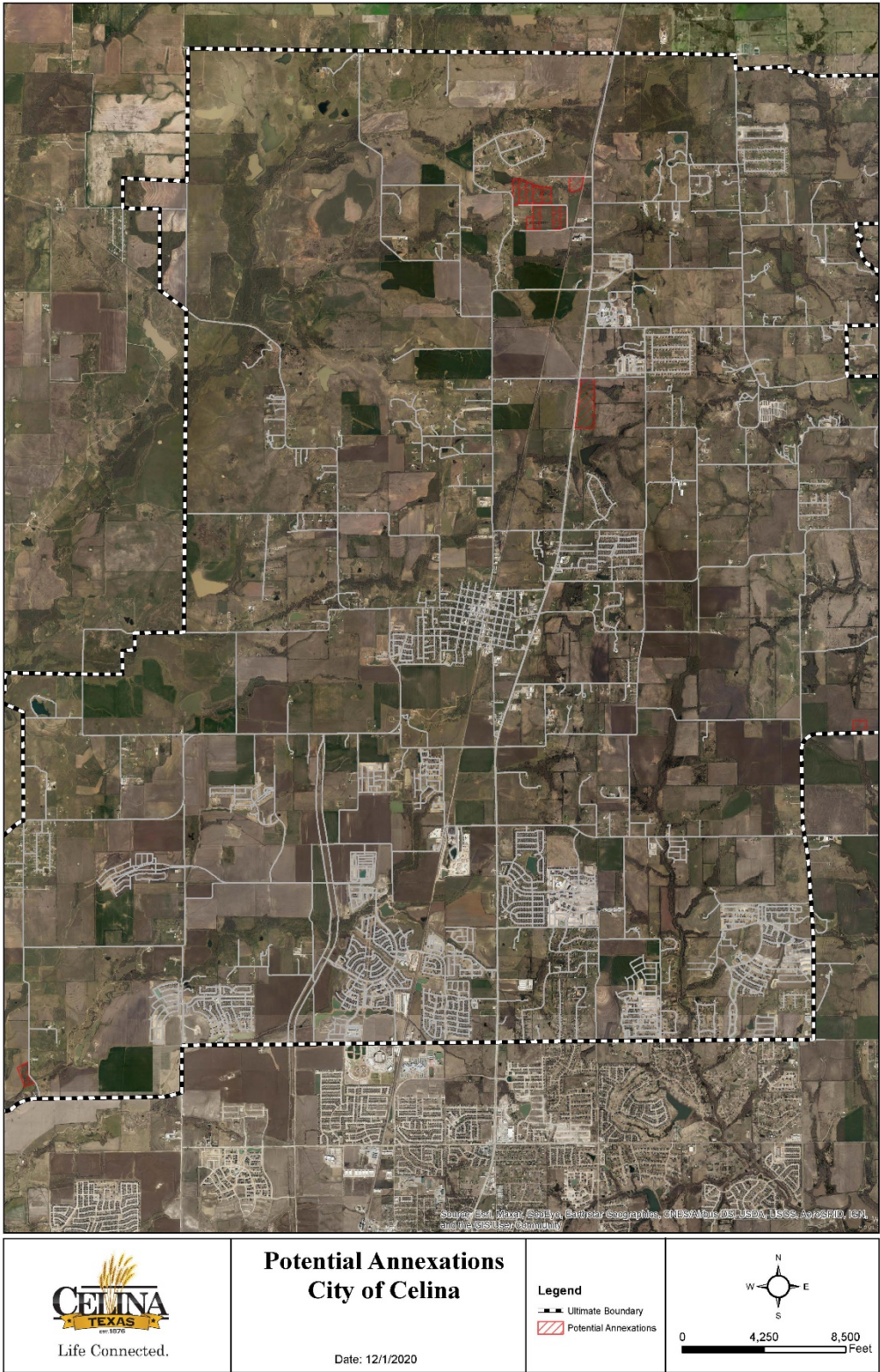
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Mustang Lakes Expansion Remainder - Zoning)

Exhibit A Legal Description

- 1) Collin CAD Property ID 1498007, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (Gcn), Lot 28; generally located approximately 1,400 feet west of the BNSF Railroad and north of Kristina Court,
- 2) Denton CAD Property ID 99165, being an approximate 11.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1112A in the J.B. Rue Survey, Tract 3; generally located west of Smiley Road and approximately 1,500 feet north of Parvin Road,
- 3) Denton CAD Property ID 155335, being an approximate 1.285 acre tract of land in Denton County, Texas, legally described as Abstract No. 889A in the J. McKim Survey, Tract 4(PT); generally located west of Smiley Road and approximately 800 feet north of Parvin Road,
- 4) Collin CAD Property ID 1497909, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 18; generally located north of Mark Alexander Court and approximately 1,100 feet east of Preston Lakes Drive,
- 5) Collin CAD Property ID 1497963, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 24; generally located east of Preston Lakes Drive and north of Kristina Court,
- 6) Collin CAD Property ID 1497972, being an approximate 10.101 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 25; generally located approximately 330 feet east of Preston Lakes Drive and north of Kristina Court,
- 7) Collin CAD Property ID 1498061, being an approximate 11.978 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 34; generally located south of Kathie Court and west of the BNSF Railroad,
- 8) Collin CAD Property ID 1931832, being an approximate 8.5 acre tract of land in Collin County, Texas, legally described as Abstract No. 454 in the J. W. Haynes Survey, Tract 5; generally located approximately 2,000 feet west of CR 126 (future Peterman Parkway) and north of FM 2478,
- 9) Collin CAD Property ID 1497990, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 27; generally located approximately 1,000 feet east of Preston Lakes Drive and north of Kristina Court,
- 10) Collin CAD Property ID 1497981, being an approximate 10.098 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 26; generally located approximately 660 feet east of Preston Lakes Drive and north of Kristina Court,
- 11) Collin CAD Property ID 1725743, being an approximate 50.334 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 Jno M Herron Survey, Tract 7; generally located east of Preston Road and south of CR 100,
- 12) Collin CAD Property ID 1963044, being an approximate 5.3 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 17b; generally located north of Mark Alexander Court and approximately 750 feet east of Preston Lakes Drive,
- 13) Collin CAD Property ID 1497936, being an approximate 10.608 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 21; generally located north of Mark Alexander Court and approximately 700 feet west of Kristina Court,
- 14) Collin CAD Property ID 1497945, being an approximate 10.686 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 22; generally located north of Mark Alexander Court and west of Kristina Court,

EXHIBIT B
Property Exhibit



Attachment: Draft Ordinance (Mustang Lakes Expansion Remainder - Zoning)



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Raha Pouladi, Senior Planner
CC: Jason Laumer, City Manager
Date: December 8, 2020
Re: Edgewood Creek- TIRZ - Creation

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance designating a contiguous geographic area within the extraterritorial jurisdiction of the City as a reinvestment zone, to be known as Reinvestment Zone Number Twelve, City of Celina; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; and providing that the zone take effect immediately upon passage of the ordinance. (Edgewood Creek- TIRZ – Creation) (Pouladi)

Background Information:

The ordinance is attached.

Legal Review:

This item has been reviewed by the City Attorney.

Supporting Documents:

- Staff Presentation
- Ordinance

Staff Recommendation:

Staff recommends approval as presented.

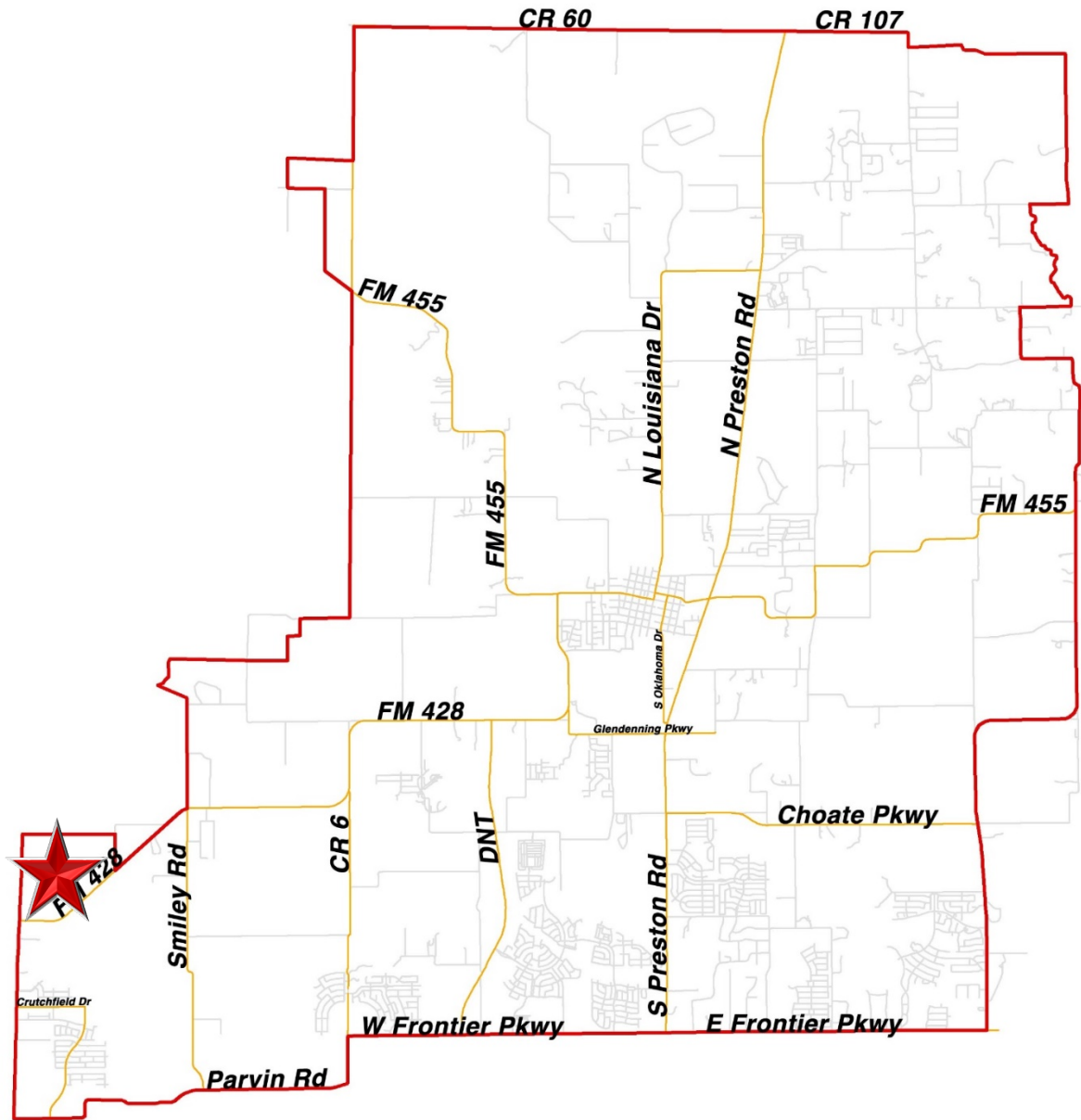
Edgewood Creek

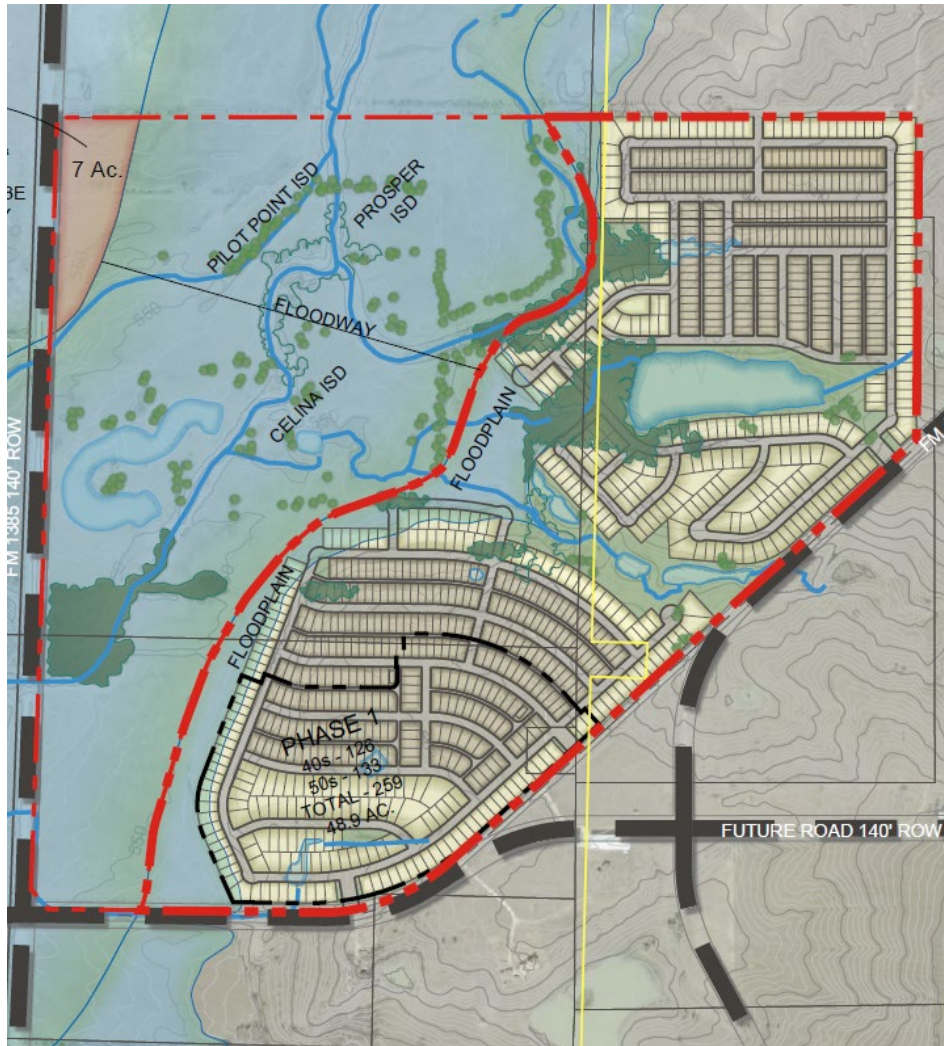
TIRZ Creation

City Council

December 8, 2020

Attachment: Staff Presentation (Edgewood Creek- TIRZ – Creation)





Location Map

The subject property is generally located at the northeast corner of FM 1385 and future Punk Carter Parkway

Attachment: Staff Presentation (Edgewood Creek- TIRZ - Creation)

Background

- The Development Agreement (DA) for the subject property was approved by Council in March 2020
- The DA allowed for a TIRZ due to the extensive “pioneering” infrastructure associated with the project

TIRZ Overview

- The TIRZ will consist of approximately 24 acres with extensive infrastructure needed to serve the project
- Maximum funding of \$21.1M in Authorized Improvements costs

TIRZ Timeline

- ~~November 10, 2020 – TIRZ Petition Resolution~~
- December 8, 2020 – TIRZ Creation Resolution

Recommendation

- Staff recommends approval per the governing Development Agreement

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER TWELVE, CITY OF CELINA; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City and the extraterritorial jurisdiction of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the City limits of the municipality or within the extraterritorial jurisdiction of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council of the City (the “City Council”) desires for the City to consider the creation of a tax increment reinvestment zone with the boundaries described in the metes and bounds attached hereto as *Exhibit A* and more generally depicted in *Exhibit B* attached hereto (the “Zone”); and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Twelve, City of Celina*, dated December 8, 2020, attached as *Exhibit C* (hereinafter referred to as the “Preliminary Project and Finance Plan”) for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the official newspaper of the City on or before December 1, 2020, which date is the seventh (7th) day before the public hearing held on December 8, 2020; and

WHEREAS, on December 8, 2020, the City Council opened a public hearing in accordance with Section 311.003(c) of the Act and interested persons were allowed to speak for

Edgewood Creek TIRZ #12 Creation

Page 1

Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)

or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on December 8, 2020; and

WHEREAS, the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is publicly owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated and adopted as part of this Ordinance for all purposes.

SECTION 2. FINDINGS.

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the creation of the proposed reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by applicable law, including the Act; and
- (b) That creation of the proposed reinvestment zone with boundaries as described and depicted in *Exhibits A* and *B* will result in benefits to the City, its residents and property owners, in general, and to the property, residents and property owners in the reinvestment zone; and
- (c) That the proposed reinvestment zone, as described and depicted in *Exhibits A* and *B*, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located wholly within the extraterritorial jurisdiction of the City; and
 2. The area is predominately open, undeveloped or underdeveloped, and the lack of necessary public improvements impairs sound growth of the City; and
- (d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
 - (e) That the total appraised value of taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
 - (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City; and
 - (g) That the development or redevelopment of the Property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future; and
 - (h) The City Council has prepared the Preliminary Project and Finance Plan prior to the execution of this Ordinance; and
 - (i) The City Council finds that the Preliminary Project and Finance Plan is feasible.

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in *Exhibits A* and *B* hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is **Reinvestment Zone Number Twelve, City of Celina** (hereinafter referred to as the “Zone”).

SECTION 4. BOARD OF DIRECTORS.

- (a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the “Board”) consisting of six (6) members all appointed by the City Council. Council Members may serve as Board members.
- (b) The Board members appointed to the Board shall be eligible to serve on the Board if that person is at least 18 years of age, and is a resident of the county in which the Zone is located or a county adjacent to that county.

- (c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred to as the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The Board shall consider amendments to the Project and Finance Plan on its own initiative or upon submission by the City Council, but amendments considered by Board shall not take effect unless and until adopted by City Council.
- (e) Directors shall not receive any salary or other compensation for their services as directors.
- (f) Members of the Board shall be appointed for terms of two years. The terms of the Board members may be staggered. The City Council may remove and replace Board members at any time during a term.
- (g) The initial Board shall be six members and the following shall be members:
 1. City Councilmember, Place 1
 2. City Councilmember, Place 2
 3. City Councilmember, Place 3
 4. City Councilmember, Place 4
 5. City Councilmember, Place 5
 6. City Councilmember, Place 6

The City Council hereby appoints Mayor Pro-Tem to serve as chairman of the Board during the time the initial Board is serving. Each year the City shall appoint one member of the Board to serve as chairman for a term of one year that begins on January 1 of the year. If City Council does not appoint a chairman during that period, the Mayor Pro-Tem is automatically appointed to serve as chairperson for the term that begins on January 1 of the following year. The Board may elect a vice-chairman to preside in the absence of the chairman or when there is a vacancy in the office of chairman. The Board may elect other officers as it considers appropriate.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2059; (ii) the cumulative amount of the City's contribution of the Tax Increment into the Tax Increment Fund or its subaccounts since the effective date of the Zone equals \$21,582,265.00; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act; (iv) at a time designated by subsequent ordinance; or (v) at such time that the obligation, if any, to support indebtedness of the Edgewood Creek Public Improvement District has been satisfied.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

Pursuant to Section 311.012(c) of the Act, the tax increment base of the City, or any other taxing unit participating in the Zone, is the total taxable value, as of January 1, 2020, of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone for the year in which the Zone was designated as a reinvestment zone (the “Tax Increment Base”). That consistent with Section 311.012(a) of the Act, the amount of the tax increment for a year is forty-seven percent (47%) of real property taxes levied, assessed, and collected by the City and all or a portion of property taxes of other taxing units participating in the Zone and located in the Zone (as set forth in an agreement to participate in the Zone) for that year on the Captured Appraised Value (defined below) of real property taxable by City or other taxing unit participating in the Zone and located in the Zone (the “Tax Increment”). Consistent with Section 311.012(b) of the Texas Tax Code, as amended, the Captured Appraised Value of real property taxable by the City or other taxing unit participating in the Zone for a year is the total appraised value of all real property taxable by the unit and located in the Zone for that year less the Tax Increment Base (the “Captured Appraised Value”).

SECTION 7. TAX INCREMENT FUND.

There is hereby created and established a “Tax Increment Fund” for the Zone that may be divided into subaccounts as authorized by subsequent ordinances, into which the Tax Increment of the City, as such increments are described in the Project and Finance Plan and includes administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts shall be maintained at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues to be dedicated to and used in the Zone shall be deposited into the Tax Increment Fund from which money will be disbursed to pay project costs, plus interest, for the Zone, however excess funds may be transferred to the City’s general fund as determined by the City.

SECTION 8. SEVERABILITY CLAUSE.

Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Celina hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings

Act, Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. **EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 8th DAY OF DECEMBER, 2020.

Chad Anderson, Mayor Pro Tem

ATTEST:

Vicki Tarrant, City Secretary

Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)

Exhibit A

Depiction and Metes and Bounds Description of the Zone

PROPERTY DESCRIPTION:

Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the northwest corner of said called 586.196 acre tract, and being the southwest corner of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast corner of the herein described tract;

THENCE South 01°07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for corner, said point being in the northerly right-of-way line of Farm Road No. 428;

THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly right-of-way line of said Farm Road No. 428 as follows:

South 48°31'00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for corner;
 South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for corner;
 South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;
 South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
 continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for corner;
 North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
 North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;

THENCE through the interior of said called 586.196 acre tract as follows:

North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
 North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
 North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;

Edgewood Creek TIRZ #12 Creation

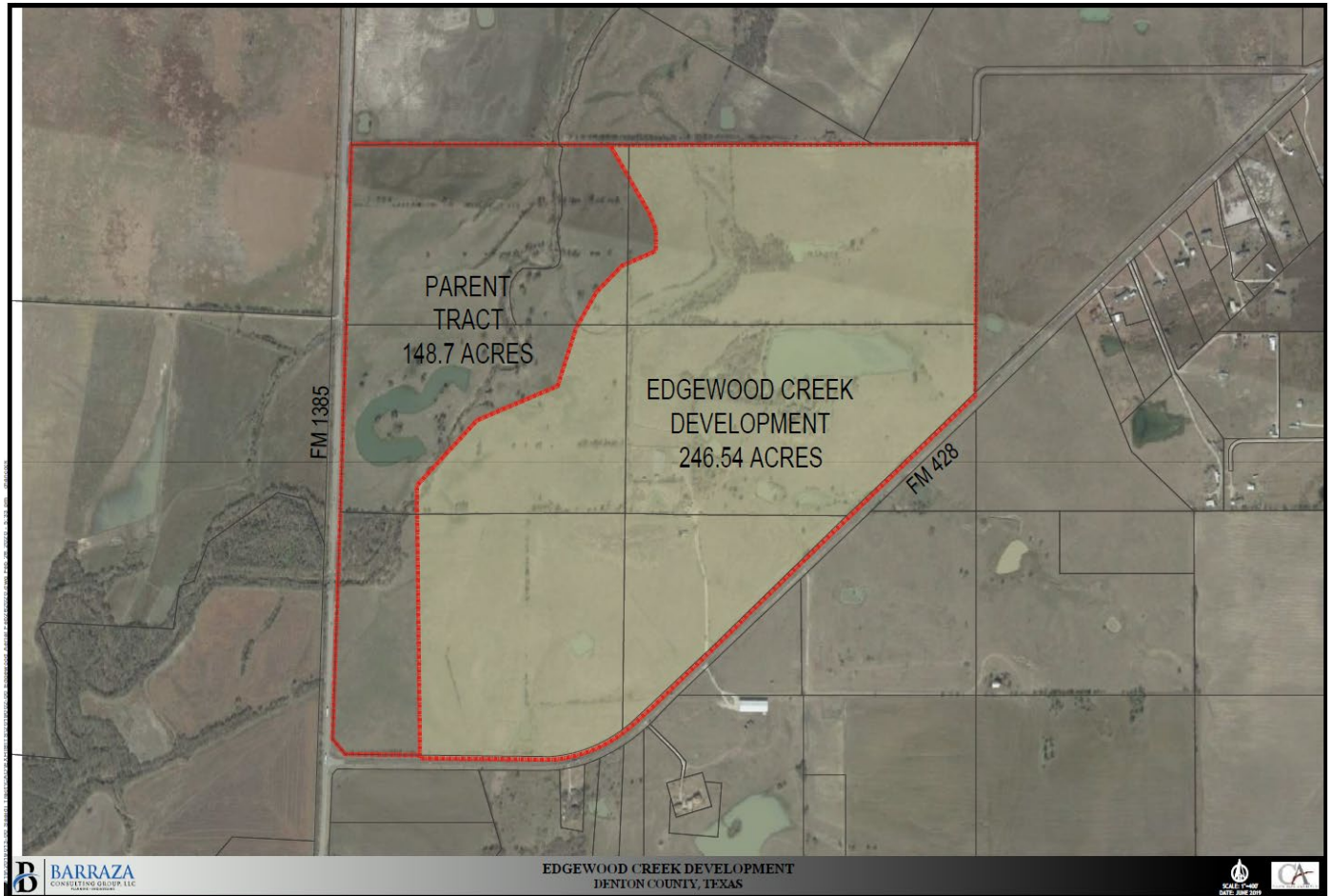
Page 7

Attachment: Ordinance (Edgewood Creek- TIRZ - Creation)

North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
North 46 deg. 27 min. 12 sec. East, a distance of 267.60 feet to a point;
North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and
containing 246.54 acres of computed land, more or less.

Exhibit B

Depiction of Property Described in Exhibit A



Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)

Exhibit C

Preliminary Project Plan and Finance Plan

Attachment: Ordinance (Edgewood Creek TIRZ – Creation)

TAX INCREMENT REINVESTMENT ZONE No. 12

CITY OF CELINA, TEXAS

PRELIMINARY PROJECT PLAN AND FINANCING PLAN

DECEMBER 8, 2020

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)

TAX INCREMENT REINVESTMENT ZONE No. 12

PRELIMINARY PROJECT PLAN AND FINANCING PLAN

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I. INTRODUCTION

A. AUTHORITY AND PURPOSE

The City of Celina, Texas, a Texas home rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City and the extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

B. ELIGIBILITY REQUIREMENTS

An area is eligible under the Act when designated as a tax increment reinvestment zone as it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City. However, pursuant to Section 311.005 (a) (4) and 311.006 (e) of the Act, such designation of a Zone is not subject to the 30% residential property restriction if "...the petition is submitted to the governing body of the municipality or county by the owners of property constituting at least 50 % of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located."

The Zone. By City Council action on [REDACTED], 2020, the City created a tax increment reinvestment zone to be known as "Tax Increment Reinvestment Zone No. 12, City of Celina" (the "Zone") that includes approximately 246.54 acres depicted on **Exhibit A** and described on **Exhibit B** (the "Property"). The Edgewood Creek Public Improvement District (the "PID") includes 246.54 acres comprising the Property. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately underdeveloped due to factors such as no public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City, Denton County (the "County"), and the region. If the public

works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, the County, the School District, and to all of the region quality developments.

C. PRELIMINARY PLAN; HEARING

Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and held a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons spoke for and against the creation of the proposed zone, the boundaries of the proposed zone, and the concept of tax increment financing, and at which hearing the owner of the Property (the "Owner") was given a reasonable opportunity to protest the inclusion of the Property in the proposed zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the preliminary plan dated [REDACTED], 2020 (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A description of how such public works, improvements, programs, and projects are to be undertaken and financed will be determined by the Final Plan and by the Development Agreement (Edgewood creek) dated October 8, 2020, which require approval by the Board (hereinafter defined) and by the City Council.

D. CREATION OF THE ZONE

Upon the closing of the above-referenced public hearing, the City Council adopted ordinance [REDACTED] on [REDACTED], 2020 (the "Creation Ordinance") in accordance with the Act creating the Zone after the City Council found that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the Property. The ordinance creating the Zone appointed a Board of Directors for the Zone initially consisting of six (6) members (the "Board").

E. BOARD RECOMMENDATIONS

Upon the creation of the Zone, the Board, during its [REDACTED], 2020, meeting, reviewed the Preliminary Plan and approved and recommended to the City Council to approve the *Final Project and Finance Plan for Tax Increment Reinvestment Zone No. 12, City of Celina* (the "Final Plan") pursuant to which the City, will contribute 47% of its ad valorem tax increment (the "Tax Increment") attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to the costs of public works, public improvements, programs, and other projects benefiting the Zone into the TIRZ Fund to pay such costs.

F. COUNCIL ACTION

The City Council, taking into consideration the recommendations of the Board, considered and approved the Final Plan on [REDACTED], 2020.

G. SUMMARY OF RESULTS

As real property taxes are generated on an ad valorem basis from assessed values, it is first necessary to estimate the future assessed value resulting from the Zone. This Preliminary Plan provides assessed value information based on the following:

- The development is to be completed as proposed by MM Edgewood Creek, LLC, a Texas limited liability company (the “Developer”);
- The units are sold according to the development pace estimated by the Developer, as summarized in subsequent sections of this report;
- Property values are projected to increase at 1% percent estimated annual rate of inflation through tax year ending 2059;
- The real property tax rate remains static at the fiscal year 2020 level in future years;
- The PID includes the 246.54 acres comprising the Property.
- The City has committed to use **47%** of the incremental revenues generated from the property for a period not to exceed 40 years (40) years from the date of creation or until the amounts of all funds collected as the TIRZ increments placed into all of the applicable TIRZ funds has an aggregate total of \$21,108,677, whichever comes first.

In summary, the TIRZ financing analysis indicates that, assuming 1% percent annual inflation through 2059, the TIRZ is estimated to have a projected value of \$353,083,221 by 2059 after completion of all phases.

Table I-A below provides the projected total and incremental assessed value for the Zone in 2059. Refer to **Exhibit C**, attached hereto, for more information on the projected incremental value for each year.

Table I-A
Projected Assessed Values

Year	Projected Value	Base Value ¹	Incremental Value
2059	\$353,199,000	(\$115,779)	\$353,083,221

1 - The base value of \$115,779 represents the 2020 appraised value shown in DCAD records.

The assessed values displayed in Table I-A above are the basis for estimating incremental real property taxes. The projected incremental taxes are shown in Table I-B on the following page. The project is anticipated to be fully built out in calendar year 2026 and the related incremental taxes will become fully available in tax year ending January 31, 2028. Table I-B illustrates the projected assessed value for tax year ending January 31, 2028 inflated at 1% annually.

Table I-B
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Appraised Value at Buildout as of January 31, 2028	Total Projected Incremental Tax Revenue
City of Celina	\$269,346,000	\$1,736,535
Total		\$1,736,535

Refer to **Exhibit C** for projected tax increment revenues for each year under each scenario.

The financing plan for the public improvements contemplates the issuance of special revenue bonds by the City secured by special assessments on property within the Edgewood Creek Public Improvement District (“PID Assessments”). The principal amount of bonds secured by the PID Assessments supplemented by the available TIRZ increments are herein referred to as the “PID Bonds” and are estimated to total \$8,960,000.

A portion of the total public improvement costs are proposed to be funded with the PID Bonds; these costs are referred to as the “TIRZ Project Costs.” As a result, real property tax increment revenues are intended to pay an equivalent portion the debt service on the PID Bonds and will be applied as discussed more fully in Edgewood Creek Public Improvement District Service and Assessment Plan.

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II. ASSESSMENT AND TAX COLLECTION PROCEDURES

A. AUTHORITY AND PURPOSE

Pursuant to Texas Tax Code, all taxable property is appraised at its market value as of January 1 of each year. Each county in Texas is served by an appraisal district, which determines the value of all the county's taxable property. Generally, local governments that collect property taxes, such as counties, cities and school districts, are members of the appraisal district.

B. APPEALS

According to the Denton County Appraisal District ("DCAD"), property owners may utilize the County Appraisal District ("CAD") appeal procedures if they have a concern about:

- the market or appraised value of the property;
- unequal appraisal of the property compared to other properties;
- the inclusion of the property on the appraisal roll;
- any exemptions that may apply to the property owner;
- the qualification for an agricultural or timber appraisal;
- the taxable status of the property;
- the local governments which should be taxing the property;
- the ownership of property;
- a change of use of land receiving special appraisal; and/or
- any action taken by the chief appraiser, CAD or Appraisal Review Board ("ARB") that applies to and adversely affects the property.

If property owners cannot resolve their concern informally with the CAD staff, they may have their cases heard by the Appraisal Review Board (ARB). The ARB is an independent board of citizens that review problems with appraisals or other concerns listed above. It has the power to order the CAD to make the necessary changes to solve problems. If a property owner files a written request for an ARB hearing (called a notice of protest) on or before May 31 (or 30 days after the notice of appraised value was mailed to the property owner, whichever is later), the ARB will set the case for a hearing. The property owner will receive written notice of the time, date, and place of the hearing. After it decides the case, the ARB must send them a copy of its order by certified mail. If the property owner is not satisfied with the decision, it has the right to appeal. If it chooses to go to court, the property owner must start the process by filing a petition within 60 days of the date it receives the ARB's order. In certain cases, as an alternative to filing an appeal in district court, the property owner may file not later than the 45th day after it receives notice of the ARB order a request for binding arbitration with the CAD. In certain cases, originating in certain counties, as an alternative to filing an appeal in district court, the property owner may appeal to the State Office of Administrative Hearings (SOAH). An appeal to SOAH is initiated by not later than the 30th day after the property owner receives notice of the ARB's order by filing with the chief appraiser of the CAD a notice of appeal. SPCAD also takes a similar approach.

C. TAXATION PROCEDURES

The assessment and property tax process for each tax year includes the steps shown in Table II-A below.

Table II-A
Property Tax Timeline

Date(s)	Event
January 1	CADs are required to appraise property on this date. A lien attaches to each taxable property to ensure property tax payment.
January 1 - April 30	CAD completes appraisals and processes applications for exemptions.
April - May	Appraisal districts send notices of appraised value.
May 1	Appraisal review board begins hearing protests from property owners.
July 1	Local taxing units may impose additional penalties for legal costs related to collecting unpaid taxes.
August - September	Local taxing units adopt tax rates.
October 1	Local taxing units (or county tax assessor-collector, acting on their behalf) begin sending tax bills to property owners.
January 1	Taxes due to local taxing units (or county tax assessor-collector, if acting on their behalf).
February 1	Local taxing units begin charging penalty and interest for unpaid tax bills.

D. PENALTIES AND INTEREST

According to the Texas Comptroller, if taxes are not paid by January 31st, penalties and interest will accrue are shown in Table II-B below.

Table II-B
Penalties and Interest

If Tax Paid In:	Penalty		Interest		Total
February	6%	+	1%	=	7%
March	7%	+	2%	=	9%
April	8%	+	3%	=	11%
May	9%	+	4%	=	13%
June	10%	+	5%	=	15%
July	12%	+	6%	=	18%

Penalties reach a maximum of 12% and interest of 1% is added each month after the due date. All real property accounts not paid in full by June 30th of the year in which they become delinquent will be referred to the delinquent tax attorney for enforced collection and will incur an additional penalty equal to 15% - 20% of the total taxes, penalties, and interest due.

E. HISTORICAL LEVY AND COLLECTION SUMMARY

According to City records, on average 104.61 percent of the City real property taxes were collected for each fiscal year from 2015 to 2019, as shown below in Table II-C.

Table II-C
Summary of Levy and Collections

Year	Percentage Collected
2015	102.25%
2016	102.34%
2017	106.56%
2018	102.27%
2019	109.63%
Average	104.61%

Source: *City of Celina Annual Financial Report for the year ended September 30, 2019*

F. TAX SALE

According to the Denton County Tax Collector's website, tax sales are held once orders of sale are issued from the district courts in reference to tax judgments for delinquent taxes. Real property being sold as a result of a foreclosure to satisfy delinquent taxes is required by Texas law to be sold on the first Tuesday of the month. All counties have sales on the same day.

G. TAX RATES

Tax rates are set on an annual basis by the City. For fiscal year 2020, the real property tax rate in the City is \$0.6450 per \$100 of assessed value.

The City tax rate has remained stable in past years. It is likely that the tax rate will change overtime; for purposes of this study, however, it is assumed that the tax rate will remain at its current level in future years.

Table II-D below provides historical tax rates from fiscal years 2015 to 2019.

Table II-D
Historical Tax Rate (2015-2019)

Tax Year	City Tax Rate Per \$100 Assessed Value	County Tax Rate Per \$100 Assessed Value	ISD Tax Rate Per \$100 Assessed Value	Total Tax Rate
2016	\$0.645000	\$0.248400	\$1.670000	\$2.563400
2017	\$0.645000	\$0.237900	\$1.670000	\$2.552900
2018	\$0.645000	\$0.225600	\$1.670000	\$2.540600
2019	\$0.645000	\$0.225300	\$1.568400	\$2.438700
2020	\$0.645000	\$0.225000	\$1.492700	\$2.362700

III. PROJECT PLAN

A. DESCRIPTIONS AND MAPS

Existing Uses and Conditions. The Property in the Zone is contiguous and is currently located within the City's extraterritorial jurisdiction. The Property is comprised of approximately 246.54 acres.

The Property is underdeveloped, and there is limited public infrastructure to support development. Development will require public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone are shown on Exhibit A.

Proposed Uses. Once annexed into the City, the Property will be zoned consistent with the development standards ("Development Standards" included in the Edgewood Creek Development Agreement and which are also attached herein as Exhibit I. A map of the Property is shown in Exhibit D and description of the proposed uses of the Property are shown on Table III-A below.

Table III-A
Description of Proposes Uses

Property Type	Estimated Completion	Number of Units
For sale single-family	2026	847
Total		847

Metes and Bounds Description. Metes and bounds descriptions of the various tracts that comprise the Property are provided on Exhibit B. The list of Parcels in the Zone is shown in Exhibit E.

B. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS

Development of the Property will involve only those changes established by the City pursuant to the applicable Zoning Ordinances.

C. ESTIMATED NON-PROJECT COSTS

Non-project costs are funds that will be spent to develop in the Zone but will not be financed by the Zone. There are significant Non-Project costs to be funded by non-public funding sources, which is estimated at \$12,446,551 for the total property within the Zone.

D. RELOCATION OF DISPLACED PERSONS

No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

IV. FINANCING PLAN

A. ESTIMATED PROJECT COSTS

The total project costs of the Zone (the "Project Costs") include the Administrative Costs defined below and the costs of the initial Public Improvements (as defined herein) are estimated to be \$28,521,316, as set forth in Exhibit F. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer of the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund (hereinafter defined) before any other Project Costs are paid.

B. PROPOSED PUBLIC IMPROVEMENTS

Categories of Public Improvements. The categories of public works and public improvements (the "Public Improvements") that are proposed to be financed within the Zone are as follows: water and wastewater improvements, sanitary and storm sewer improvements, road, paving, and landscape and irrigation improvements. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and Mustang Special Utility District standards and shall be reviewed, inspected, approved, and accepted by the City and/or Mustang Special Utility District.

Locations of Public Improvements. The estimated locations of the proposed Public Improvements are shown in Exhibit G. These locations are provided for informational purposes only and may be revised by City Staff without amending the Final Plan.

C. ECONOMIC FEASIBILITY

The development is proposed to be developed on vacant land. As shown in Exhibit H, the current aggregate appraised value of the property in the development is \$115,779 (shown as assessed value in the DCAD records). The development is projected to be fully built-out by calendar year 2026 based on the preliminary absorption estimated by the Developer.

For purposes of this Preliminary Plan, economic feasibility has been evaluated over the term of the Zone based on the projected taxable value growth as shown in the projected absorption, projected incremental assessed values and projected incremental taxes shown in Exhibit C. This evaluation focuses only on 'direct' financial benefits (i.e., projected tax revenues from new development in the Zone) of the initial Public Improvements funded by the Zone and does not take into consideration the potential 'multiplier effect' of this development towards new development outside the Zone and the non-property tax revenue-related benefits like job creation to the properties within and outside of the Zone. The new proposed development could not occur without the Public Improvements required to be constructed within the Zone. The total projected value of

the new development at build-out as of the year ending December 31, 2026 is \$269,346,000. The new development is projected to generate approximately \$72,502,029 in total new real property tax increments during the anticipated term of the Zone as shown in Table IV-A below.

Table IV-A
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Appraised Value at Buildout as of January 31, 2028	Total Projected Incremental Tax Revenue
City of Celina	\$269,346,000	\$72,502,029
Total		\$72,502,029

These projections assume an annual property value inflation factor of 1.0%.

Based on the foregoing, the feasibility of the Zone has been demonstrated. A portion of the new tax revenue generated for all taxing units by new development within the Zone will be retained by those taxing units. The remainder of the new tax revenue generated by new development within the Zone will be available to pay actual Project Costs until the term of the Zone expires or until the Zone is otherwise terminated as hereinafter provided. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the respective taxing units.

For properties within the TIRZ, 47% of the total City incremental real property tax revenues (total tax rate) generated from the Property for a period not to exceed forty (40) years from the date of creation or until the amounts of all funds collected as the TIRZ increments placed into all of the applicable TIRZ funds has an aggregate total of \$21,108,677, whichever comes first, will be pledged to the TIRZ Fund as shown in Table IV-B below.

Table IV-B
TIRZ Participation

Jurisdiction	TIRZ Participation level as % of Total Tax Rate	Maximum TIRZ Increments available for Project Costs and Administrative Costs
City of Celina	47%	\$21,108,677

D. ESTIMATED BONDED INDEBTEDNESS

It is proposed that 246.54 acres comprising the Zone will be located within the PID. It is anticipated that PID Bonds or other similar debt obligations may be incurred in 2021, in which a credit in the amount equal to 47% of the City total incremental real property tax revenue for properties within the Zone will be made to offset the PID Assessments imposed on the property within the PID.

E. ESTIMATED TIME FOR COSTS OR OBLIGATIONS

The Project Costs are estimated to be incurred within sixty (60) months. The Administrative Costs will be incurred annually and will continue to be collected until all Project Costs are reimbursed or the term of the Zone has expired.

F. METHOD OF FINANCING

The City will, in the future, pay (using the TIRZ funds) the Project Costs to construct the Public Improvements. The Final Plan shall obligate the City to pay from the TIRZ Fund all actual Project Costs, which shall be reviewed and approved by the City. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the respective governing body, and the TIRZ Fund shall only be used to pay the Project Costs. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone a portion of the Tax Increment calculated as a millage rate per \$100 of captured appraised value in the Zone that equals **47%** of the City's total real property tax rate for properties in the Zone for years one through forty (1-40).

G. TOTAL APPRAISED VALUE

The current preliminary total appraised value of taxable real property in the Zone is \$115,779 as shown in **Exhibit H**. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone is estimated to be \$353,199,000.

H. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY

The captured appraised value of the Property taxable by the City for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. If the Zone is created during calendar year 2020, the tax increment base of the Property will be \$115,779 as shown in **Exhibit H**.

I. DURATION OF THE ZONE; TERMINATION

The stated term of the Zone shall be forty (1-40) years and commence on January 1, 2020, and shall continue until year ending December 31, 2059, unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid. If upon expiration of the stated term of the Zone, Project Costs have not been paid, the City has no obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

V. ASSUMPTION AND LIMITATIONS

The valuation of property for real property tax purposes is determined by the CADs. This plan attempts to estimate how the CAD may estimate the value of the subject properties in the future. The values estimated by the CAD will almost certainly differ from the estimates included in this report. Values can change significantly over time, and these changes can be significantly higher or lower than values in previous years. Determining property values for tax purposes is not as straight forward or as simple as the analysis in this report. Many factors not considered in this report may impact actual future values. Furthermore, property values are not likely to be consistent from year to year.

The CAD often relies on market data to estimate the value of property. Property values can be appealed, competition can be greater, national or local market conditions can change; in short, there are many factors that can affect the valuation of property. These factors make the projection of future values an imprecise exercise. The successful development of the subject properties is critical to the values estimated in the report.

This report has assumed property taxes are paid as due. This report does not include an analysis to determine if the owners of property within the Zone will be able or willing to pay property taxes or if the tax collector will be able to collect unpaid taxes. The actual delinquencies in the payment of real property taxes in the Zone will likely be different than assumed in this report and a significant increase in the failure to pay property taxes would materially affect the tax increment revenues available for debt service on the bonds.

This report estimates future tax increment revenues based on current real property tax rates. Scenarios do not assume real property tax rates in the future will be different than tax rates for fiscal year 2020 as shown in Table II-D. Real property tax rates have remained stable over the years. Real property tax rates will likely vary significantly in future years and be different than assumed in this report and a significant decrease in real property tax rates could materially affect the tax increment revenues available for debt on the bonds.

This report includes projections of tax increment revenues based on one percent annual appreciation for real property. Changes in values will not be consistent from year to year. Future values are estimated based on values in 2020. Values in any future year may be less than values in 2020.

This report assumes that the subject properties will be developed as projected in this report. A delay in the development of properties or changes to the program of development would reduce tax increment revenues during the years of the delay and could result in there being inadequate tax increment revenues to pay debt service on the bonds. No analysis has been conducted to determine if the subject properties are likely to be developed as projected.

Numerous sources of information were relied on in the preparation of this report. These sources are believed to be reliable; however, no effort has been made to verify information obtained from other sources.

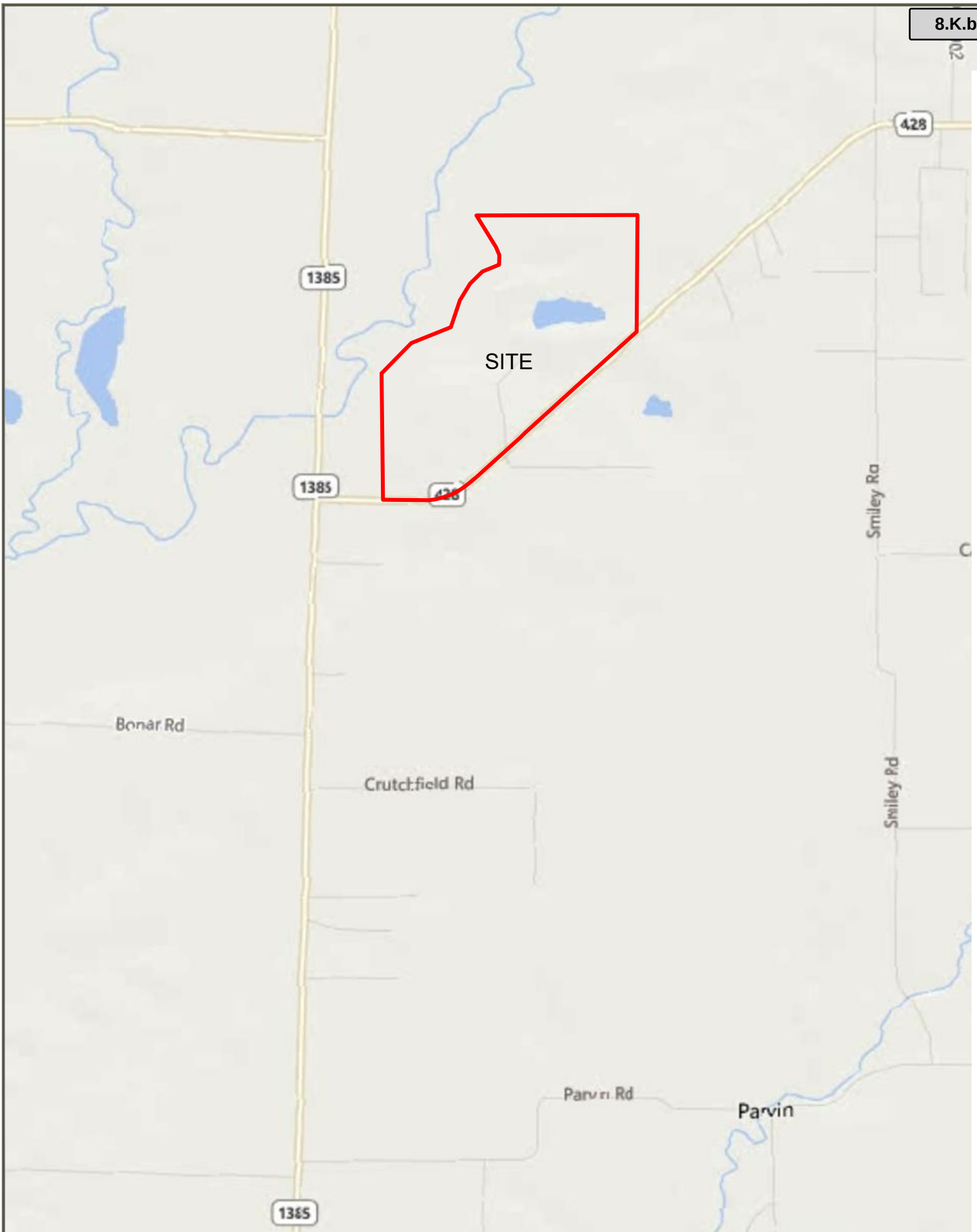
In summary, this report necessarily incorporates numerous estimates and assumptions with respect to property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions will inevitably not materialize, and unanticipated events and circumstance will occur. As a result, actual results will vary from the estimates in this report and the variations may be material.

Other assumptions made in the preparation of this report and limiting conditions to this report are as follows:

1. There are no zoning, building, safety, environmental or other federal, state, or local laws, regulations, or codes that would prohibit or impair the development, marketing or operation of the subject properties in the manner contemplated in this report, and the subject properties will be developed, marketed and operated in compliance with all applicable laws, regulations, and codes.
2. No material changes will occur in (a) any federal, state or local law, regulation or code affecting the subject properties or (b) any federal, state or local grant, financing or other program to be utilized in connection with the subject properties.
3. The local, national and international economies will not deteriorate and there will be no significant changes in interest rates or in rates of inflation or deflation.
4. The subject properties will be served by adequate transportation, utilities and governmental facilities.
5. The subject properties will not be subjected to any war, energy crises, embargo, strike, earthquake, flood, fire or other casualty or act of God.
6. The subject properties will be developed, marketed, and operated in a highly professional manner.
7. There are no existing, impending or threatened litigation that could hinder the development, marketing, or operation of the subject properties.
8. MuniCap, Inc. does not have expertise in and has no responsibility for legal, environmental, architectural, geologic, engineering, and other matters related to the development and operation of the subject properties.

EXHIBIT A
MAP OF THE PROPERTY AND TIRZ ZONE

Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)



Attachment: Ordinance (Edgewood Creek- TIRZ - Creation)



PARENT
TRACT
148.7 ACRES

EDGEWOOD CREEK
DEVELOPMENT
246.54 ACRES

FM 1385

FM 428

Attachment: Ordinance (Edgewood Creek- TIRZ - Creation)

EXHIBIT B
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)

Legal Description (246.54 Acres):

Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the northwest corner of said called 586.196 acre tract, and being the southwest corner of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast corner of the herein described tract;

THENCE South 01°07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for corner, said point being in the northerly right-of-way line of Farm Road No. 428;

THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly right-of-way line of said Farm Road No. 428 as follows:

South 48°31'00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for corner;
 South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for corner;
 South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;
 South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
 continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for corner;
 North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
 North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;

THENCE through the interior of said called 586.196 acre tract as follows:

North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
 North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
 North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
 North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
 North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
 North 46 deg. 27 min. 12 sec. East, a distance of 267.60 feet to a point;
 North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;

North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;
North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and
containing 246.54 acres of computed land, more or less.

EXHIBIT C
**PROJECTED ABSORPTION, INCREMENTAL ASSESSED VALUES AND
INCREMENTAL REAL PROPERTY TAXES**

Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)

Appendix C-1
Projected Absorption & Assessed Value

Development Year Ending	Assessed As Of	Tax Year Ending	Inflation Factor	Units ³	Cumulative	Projected Home Price	Total Projected Assessed Value
31-Dec-20	1-Jan-21	31-Jan-22	100%	0	0	\$300,000	\$0
31-Dec-21	1-Jan-22	31-Jan-23	101%	75	75	\$303,000	\$22,725,000
31-Dec-22	1-Jan-23	31-Jan-24	102%	175	250	\$306,000	\$76,500,000
31-Dec-23	1-Jan-24	31-Jan-25	103%	175	425	\$309,000	\$131,325,000
31-Dec-24	1-Jan-25	31-Jan-26	104%	175	600	\$312,000	\$187,200,000
31-Dec-25	1-Jan-26	31-Jan-27	105%	175	775	\$315,000	\$244,125,000
31-Dec-26	1-Jan-27	31-Jan-28	106%	72	847	\$318,000	\$269,346,000
31-Dec-27	1-Jan-28	31-Jan-29	107%	0	847	\$321,000	\$271,887,000
31-Dec-28	1-Jan-29	31-Jan-30	108%	0	847	\$324,000	\$274,428,000
31-Dec-29	1-Jan-30	31-Jan-31	109%	0	847	\$327,000	\$276,969,000
31-Dec-30	1-Jan-31	31-Jan-32	110%	0	847	\$330,000	\$279,510,000
31-Dec-31	1-Jan-32	31-Jan-33	111%	0	847	\$333,000	\$282,051,000
31-Dec-32	1-Jan-33	31-Jan-34	112%	0	847	\$336,000	\$284,592,000
31-Dec-33	1-Jan-34	31-Jan-35	113%	0	847	\$339,000	\$287,133,000
31-Dec-34	1-Jan-35	31-Jan-36	114%	0	847	\$342,000	\$289,674,000
31-Dec-35	1-Jan-36	31-Jan-37	115%	0	847	\$345,000	\$292,215,000
31-Dec-36	1-Jan-37	31-Jan-38	116%	0	847	\$348,000	\$294,756,000
31-Dec-37	1-Jan-38	31-Jan-39	117%	0	847	\$351,000	\$297,297,000
31-Dec-38	1-Jan-39	31-Jan-40	118%	0	847	\$354,000	\$299,838,000
31-Dec-39	1-Jan-40	31-Jan-41	119%	0	847	\$357,000	\$302,379,000
31-Dec-40	1-Jan-41	31-Jan-42	120%	0	847	\$360,000	\$304,920,000
31-Dec-41	1-Jan-42	31-Jan-43	121%	0	847	\$363,000	\$307,461,000
31-Dec-42	1-Jan-43	31-Jan-44	122%	0	847	\$366,000	\$310,002,000
31-Dec-43	1-Jan-44	31-Jan-45	123%	0	847	\$369,000	\$312,543,000
31-Dec-44	1-Jan-45	31-Jan-46	124%	0	847	\$372,000	\$315,084,000
31-Dec-45	1-Jan-46	31-Jan-47	125%	0	847	\$375,000	\$317,625,000
31-Dec-46	1-Jan-47	31-Jan-48	126%	0	847	\$378,000	\$320,166,000
31-Dec-47	1-Jan-48	31-Jan-49	127%	0	847	\$381,000	\$322,707,000
31-Dec-48	1-Jan-49	31-Jan-50	128%	0	847	\$384,000	\$325,248,000
31-Dec-49	1-Jan-50	31-Jan-51	129%	0	847	\$387,000	\$327,789,000
31-Dec-50	1-Jan-51	31-Jan-52	130%	0	847	\$390,000	\$330,330,000
31-Dec-51	1-Jan-52	31-Jan-53	131%	0	847	\$393,000	\$332,871,000
31-Dec-52	1-Jan-53	31-Jan-54	132%	0	847	\$396,000	\$335,412,000
31-Dec-53	1-Jan-54	31-Jan-55	133%	0	847	\$399,000	\$337,953,000
31-Dec-54	1-Jan-55	31-Jan-56	134%	0	847	\$402,000	\$340,494,000
31-Dec-55	1-Jan-56	31-Jan-57	135%	0	847	\$405,000	\$343,035,000
31-Dec-56	1-Jan-57	31-Jan-58	136%	0	847	\$408,000	\$345,576,000
31-Dec-57	1-Jan-58	31-Jan-59	137%	0	847	\$411,000	\$348,117,000
31-Dec-58	1-Jan-59	31-Jan-60	138%	0	847	\$414,000	\$350,658,000
31-Dec-59	1-Jan-60	31-Jan-61	139%	0	847	\$417,000	\$353,199,000
Total				847			

Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)

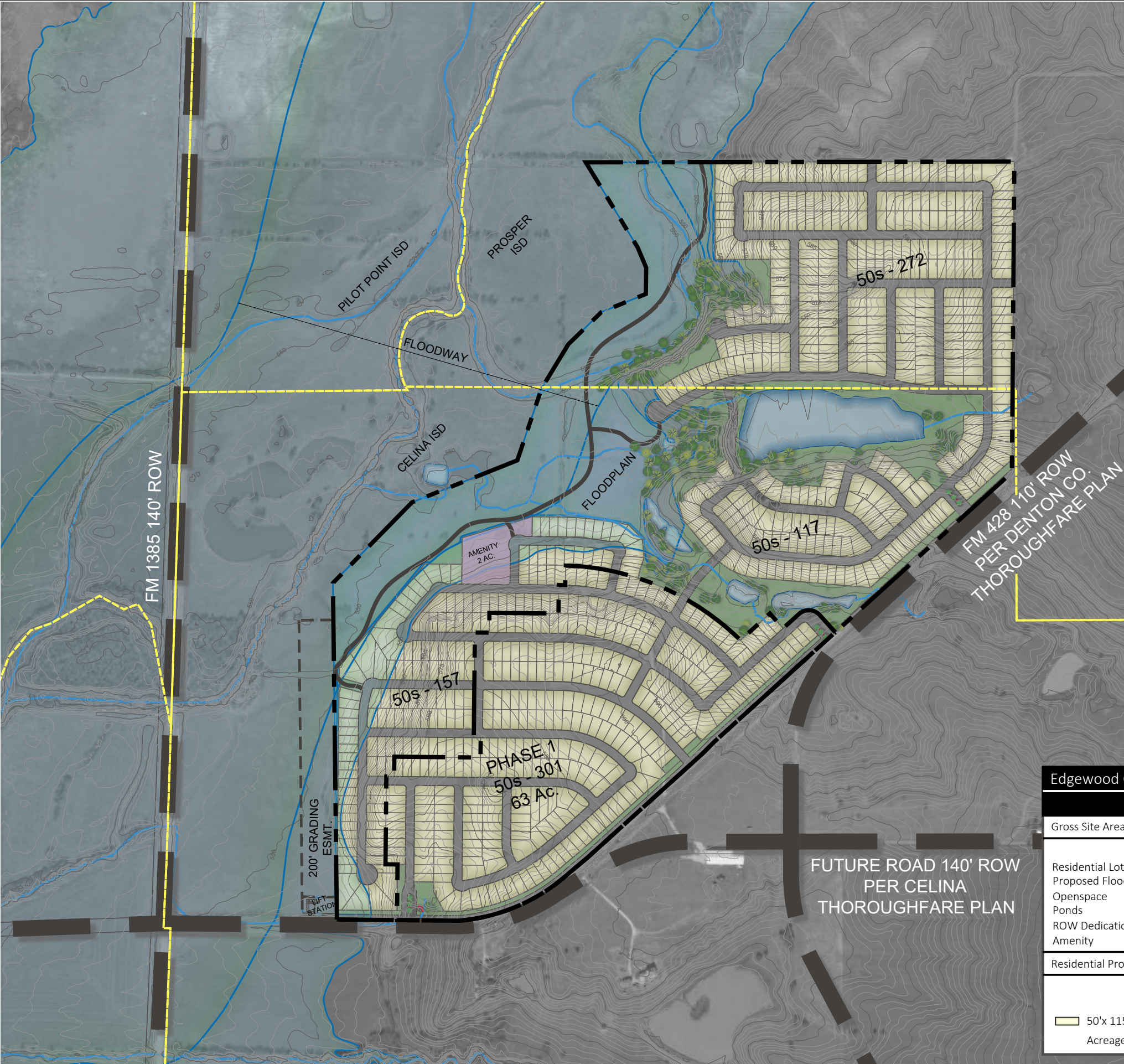
Exhibit C-2
Estimated Incremental Assessed Values & Taxes

Development Year Ending	Assessed As Of	Tax Year Ending	Total Projected Assessed Value	Base Value	Estimated Incremental Value	Tax Rate	Projected Incremental Taxes	TIRZ Participation Percentage	Projected TIRZ Obligations
31-Dec-20	1-Jan-21	31-Jan-22	\$0	(\$115,779)	\$0	\$0.6450	\$0	47%	\$0
31-Dec-21	1-Jan-22	31-Jan-23	\$22,725,000	(\$115,779)	\$22,609,221	\$0.6450	\$145,829	47%	\$68,540
31-Dec-22	1-Jan-23	31-Jan-24	\$76,500,000	(\$115,779)	\$76,384,221	\$0.6450	\$492,678	47%	\$231,559
31-Dec-23	1-Jan-24	31-Jan-25	\$131,325,000	(\$115,779)	\$131,209,221	\$0.6450	\$846,299	47%	\$397,761
31-Dec-24	1-Jan-25	31-Jan-26	\$187,200,000	(\$115,779)	\$187,084,221	\$0.6450	\$1,206,693	47%	\$567,146
31-Dec-25	1-Jan-26	31-Jan-27	\$244,125,000	(\$115,779)	\$244,009,221	\$0.6450	\$1,573,859	47%	\$739,714
31-Dec-26	1-Jan-27	31-Jan-28	\$269,346,000	(\$115,779)	\$269,230,221	\$0.6450	\$1,736,535	47%	\$816,171
31-Dec-27	1-Jan-28	31-Jan-29	\$271,887,000	(\$115,779)	\$271,771,221	\$0.6450	\$1,752,924	47%	\$823,874
31-Dec-28	1-Jan-29	31-Jan-30	\$274,428,000	(\$115,779)	\$274,312,221	\$0.6450	\$1,769,314	47%	\$831,577
31-Dec-29	1-Jan-30	31-Jan-31	\$276,969,000	(\$115,779)	\$276,853,221	\$0.6450	\$1,785,703	47%	\$839,281
31-Dec-30	1-Jan-31	31-Jan-32	\$279,510,000	(\$115,779)	\$279,394,221	\$0.6450	\$1,802,093	47%	\$846,984
31-Dec-31	1-Jan-32	31-Jan-33	\$282,051,000	(\$115,779)	\$281,935,221	\$0.6450	\$1,818,482	47%	\$854,687
31-Dec-32	1-Jan-33	31-Jan-34	\$284,592,000	(\$115,779)	\$284,476,221	\$0.6450	\$1,834,872	47%	\$862,390
31-Dec-33	1-Jan-34	31-Jan-35	\$287,133,000	(\$115,779)	\$287,017,221	\$0.6450	\$1,851,261	47%	\$870,093
31-Dec-34	1-Jan-35	31-Jan-36	\$289,674,000	(\$115,779)	\$289,558,221	\$0.6450	\$1,867,651	47%	\$877,796
31-Dec-35	1-Jan-36	31-Jan-37	\$292,215,000	(\$115,779)	\$292,099,221	\$0.6450	\$1,884,040	47%	\$885,499
31-Dec-36	1-Jan-37	31-Jan-38	\$294,756,000	(\$115,779)	\$294,640,221	\$0.6450	\$1,900,429	47%	\$893,202
31-Dec-37	1-Jan-38	31-Jan-39	\$297,297,000	(\$115,779)	\$297,181,221	\$0.6450	\$1,916,819	47%	\$900,905
31-Dec-38	1-Jan-39	31-Jan-40	\$299,838,000	(\$115,779)	\$299,722,221	\$0.6450	\$1,933,208	47%	\$908,608
31-Dec-39	1-Jan-40	31-Jan-41	\$302,379,000	(\$115,779)	\$302,263,221	\$0.6450	\$1,949,598	47%	\$916,311
31-Dec-40	1-Jan-41	31-Jan-42	\$304,920,000	(\$115,779)	\$304,804,221	\$0.6450	\$1,965,987	47%	\$924,014
31-Dec-41	1-Jan-42	31-Jan-43	\$307,461,000	(\$115,779)	\$307,345,221	\$0.6450	\$1,982,377	47%	\$931,717
31-Dec-42	1-Jan-43	31-Jan-44	\$310,002,000	(\$115,779)	\$309,886,221	\$0.6450	\$1,998,766	47%	\$939,420
31-Dec-43	1-Jan-44	31-Jan-45	\$312,543,000	(\$115,779)	\$312,427,221	\$0.6450	\$2,015,156	47%	\$947,123
31-Dec-44	1-Jan-45	31-Jan-46	\$315,084,000	(\$115,779)	\$314,968,221	\$0.6450	\$2,031,545	47%	\$954,826
31-Dec-45	1-Jan-46	31-Jan-47	\$317,625,000	(\$115,779)	\$317,509,221	\$0.6450	\$2,047,934	47%	\$962,529
31-Dec-46	1-Jan-47	31-Jan-48	\$320,166,000	(\$115,779)	\$320,050,221	\$0.6450	\$2,064,324	47%	\$970,232
31-Dec-47	1-Jan-48	31-Jan-49	\$322,707,000	(\$115,779)	\$322,591,221	\$0.6450	\$2,080,713	17%	\$346,719
31-Dec-48	1-Jan-49	31-Jan-50	\$325,248,000	(\$115,779)	\$325,132,221	\$0.6450	\$2,097,103	0%	\$0
31-Dec-49	1-Jan-50	31-Jan-51	\$327,789,000	(\$115,779)	\$327,673,221	\$0.6450	\$2,113,492	0%	\$0
31-Dec-50	1-Jan-51	31-Jan-52	\$330,330,000	(\$115,779)	\$330,214,221	\$0.6450	\$2,129,882	0%	\$0
31-Dec-51	1-Jan-52	31-Jan-53	\$332,871,000	(\$115,779)	\$332,755,221	\$0.6450	\$2,146,271	0%	\$0
31-Dec-52	1-Jan-53	31-Jan-54	\$335,412,000	(\$115,779)	\$335,296,221	\$0.6450	\$2,162,661	0%	\$0
31-Dec-53	1-Jan-54	31-Jan-55	\$337,953,000	(\$115,779)	\$337,837,221	\$0.6450	\$2,179,050	0%	\$0
31-Dec-54	1-Jan-55	31-Jan-56	\$340,494,000	(\$115,779)	\$340,378,221	\$0.6450	\$2,195,440	0%	\$0
31-Dec-55	1-Jan-56	31-Jan-57	\$343,035,000	(\$115,779)	\$342,919,221	\$0.6450	\$2,211,829	0%	\$0
31-Dec-56	1-Jan-57	31-Jan-58	\$345,576,000	(\$115,779)	\$345,460,221	\$0.6450	\$2,228,218	0%	\$0
31-Dec-57	1-Jan-58	31-Jan-59	\$348,117,000	(\$115,779)	\$348,001,221	\$0.6450	\$2,244,608	0%	\$0
31-Dec-58	1-Jan-59	31-Jan-60	\$350,658,000	(\$115,779)	\$350,542,221	\$0.6450	\$2,260,997	0%	\$0
31-Dec-59	1-Jan-60	31-Jan-61	\$353,199,000	(\$115,779)	\$353,083,221	\$0.6450	\$2,277,387	0%	\$0
Total							\$72,502,029		\$21,108,677

Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)

EXHIBIT D
MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY

Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)



Edgewood Creek Concept Plan 19			
DATA TABLE			
Gross Site Area:		247 +/-	
	Acres	Gross %	
Residential Lots	165	67%	
Proposed Floodplain	45	18%	
Openspace	24	10%	
Ponds	9	3%	
ROW Dedication	2	1%	
Amenity	2	1%	
Residential Product Type:			
	PHASE 1	FUTURE PHASE	TOTAL
 50'x 115' Lot	301	546	847
Acreage	63	184	247

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EXHIBIT E
LIST OF PARCELS IN THE ZONE

Exhibit E
List of Parcels in the Zone

Property ID	Owner	Property Address	Acres ¹
533564	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	0.20
52837	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	70.30
52702	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	22.40
52672	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	73.20
52682	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	49.30
52621	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	30.10
Total			245.50

1-Approximate acreage shown. Exact acreage will be updated as plats are recorded and exact acreages are determined.

EXHIBIT F
PROJECT COSTS

Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)

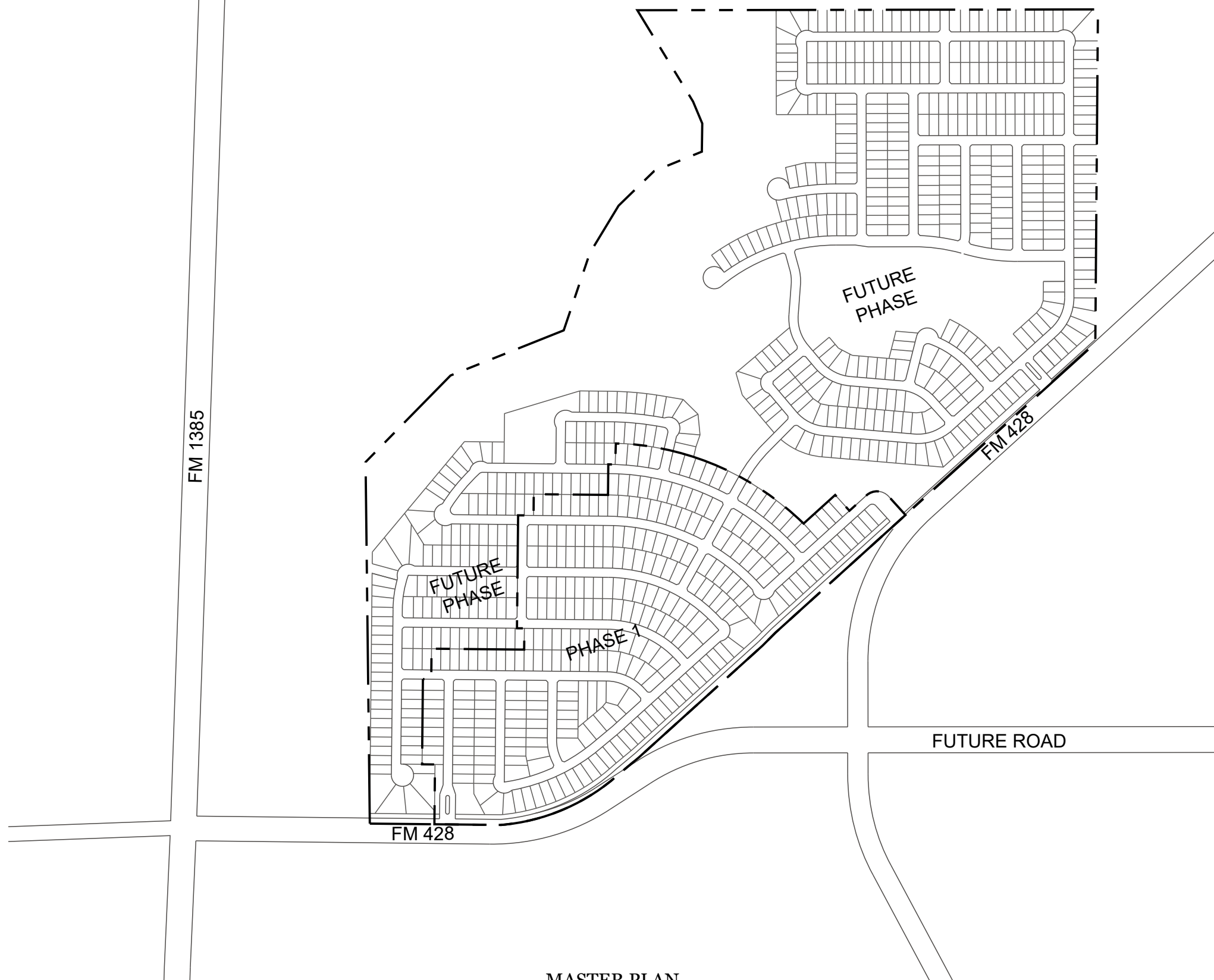
Exhibit F
Project Costs

Sources of Funds	Phase #1	Future	TIRZ/PID Debt
Direct Phase Costs			
<i>Hard Costs</i>			
Engineering	\$932,649	\$1,189,191	\$2,121,840
Grading Site Preparation	\$105,349	\$429,740	\$535,089
Water	\$549,505	\$1,369,293	\$1,918,798
Sanitary Sewer	\$799,169	\$1,576,410	\$2,375,579
Storm Drain	\$779,297	\$1,508,188	\$2,287,485
Street Improvements	\$1,959,568	\$4,563,482	\$6,523,050
Dry Utilities	\$109,000	\$0	\$109,000
Contingency	\$256,277	\$521,387	\$777,664
ROW Acquisition	\$1,040,000	\$2,000,000	\$3,040,000
<i>Sub-total Direct Phase Costs</i>	<i>\$6,530,814</i>	<i>\$13,157,691</i>	<i>\$19,688,505</i>
Major Improvement Costs			
Engineering	\$422,192	\$616,617	\$1,038,809
Water	\$313,025	\$593,424	\$906,449
Sanitary Sewer	\$303,800	\$514,335	\$818,135
Storm Drain	\$500,000	\$0	\$500,000
Street Improvements	\$610,000	\$0	\$610,000
Screening/Landscape/Ret Walls	\$1,111,788	\$1,007,400	\$2,119,188
Contingency	\$163,040	\$212,189	\$375,229
District Formation Costs	\$578,000	\$0	\$578,000
FM 428 Improvements	\$1,887,000	\$0	\$1,887,000
<i>Sub-total Major Improvement Costs</i>	<i>\$5,888,845</i>	<i>\$2,943,965</i>	<i>\$8,832,810</i>
Private Improvement Costs			
Engineering	\$15,165	\$429,848	\$445,013
Grading Site Preparation	\$1,257,553	\$2,828,161	\$4,085,714
Screening/Landscape/Ret Walls	\$1,001,800	\$1,819,014	\$2,820,814
Dry Utilities	\$421,400	\$698,394	\$1,119,794
MSUD Water & Sewer - Escrow	\$1,600,000	\$0	\$1,600,000
Contingency	\$214,796	\$270,021	\$484,817
City Assessment Fee	\$250,000	\$0	\$250,000
Amenity Center Improvements	\$1,500,000	\$0	\$1,500,000
Rollback Taxes	\$140,400	\$0	\$140,400
<i>Sub-total soft costs</i>	<i>\$6,401,114</i>	<i>\$6,045,438</i>	<i>\$12,446,552</i>
Total Improvement Costs	18,820,773	22,147,094	40,967,867

Attachment: Ordinance (Edgewood Creek- TIRZ - Creation)

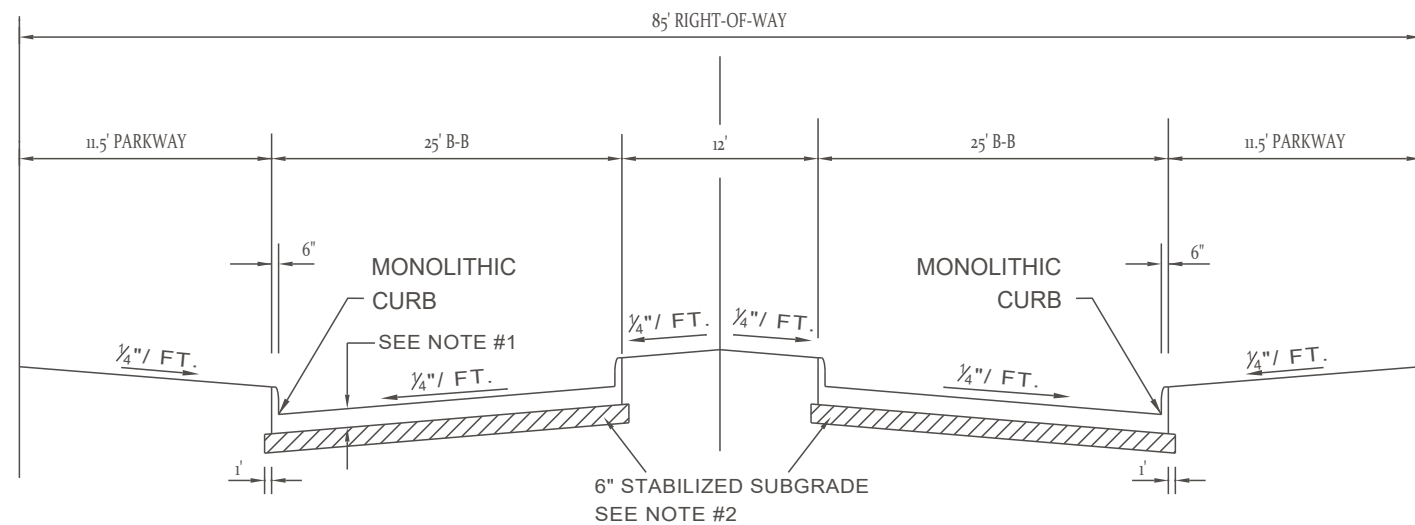
EXHIBIT G
MAP OF PUBLIC IMPROVEMENTS

Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)



MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

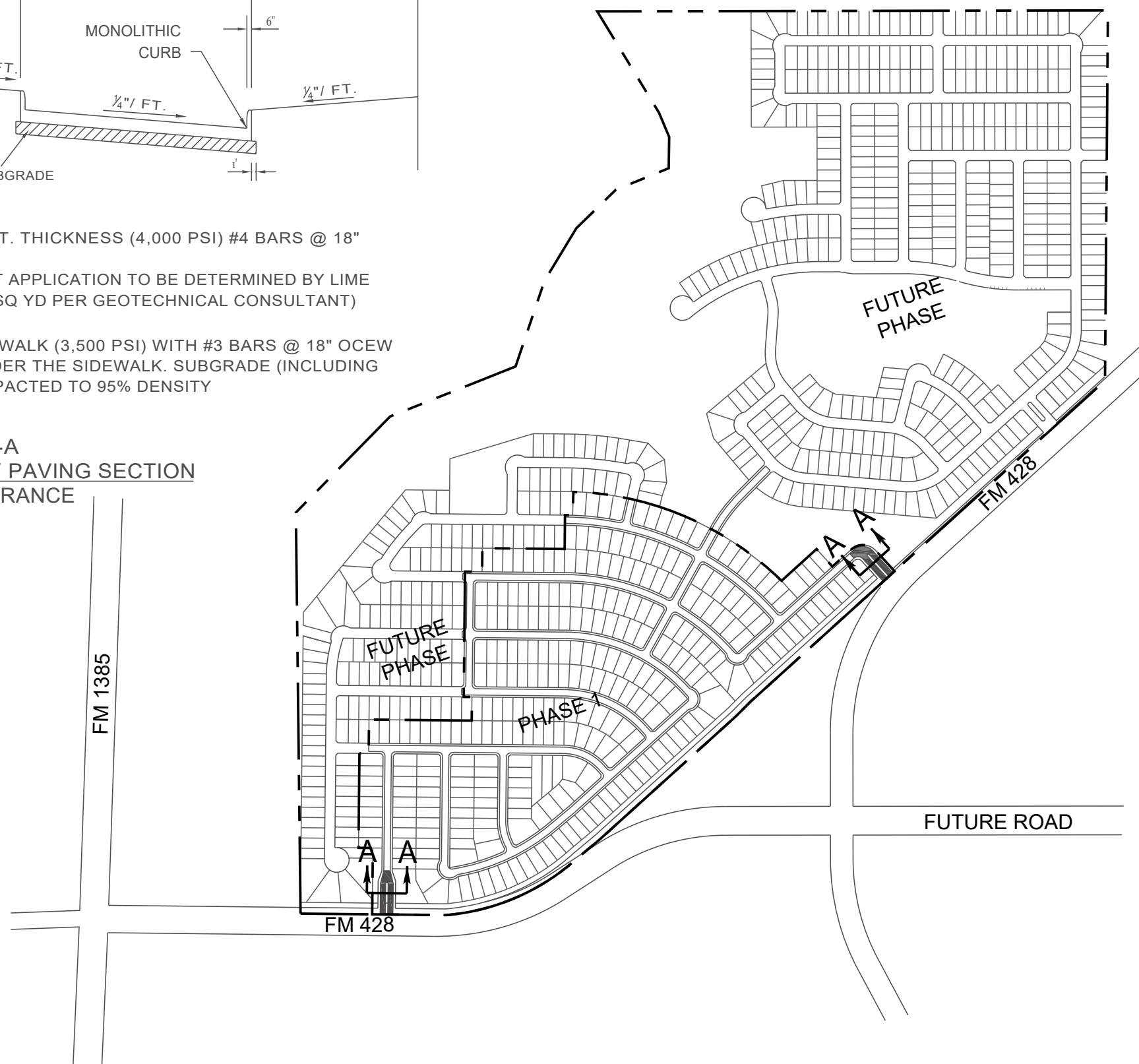
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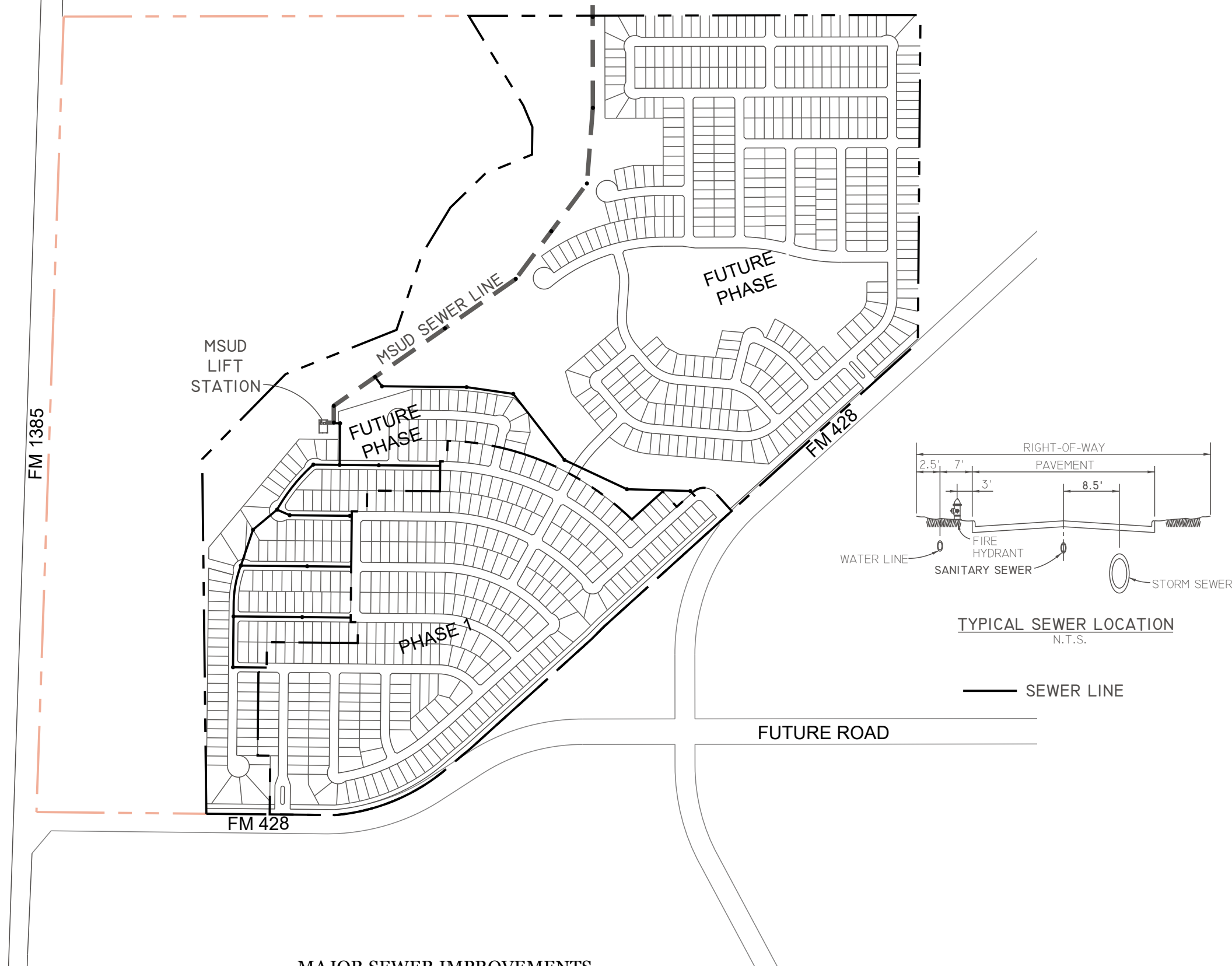
NOTES:

1. 8" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #4 BARS @ 18" OCEW
2. RATE OF LIME/CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
3. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

SECTION A-A
TYPICAL DIVIDED ROADWAY PAVING SECTION
SUBDIVISION ENTRANCE
SCALE: NTS

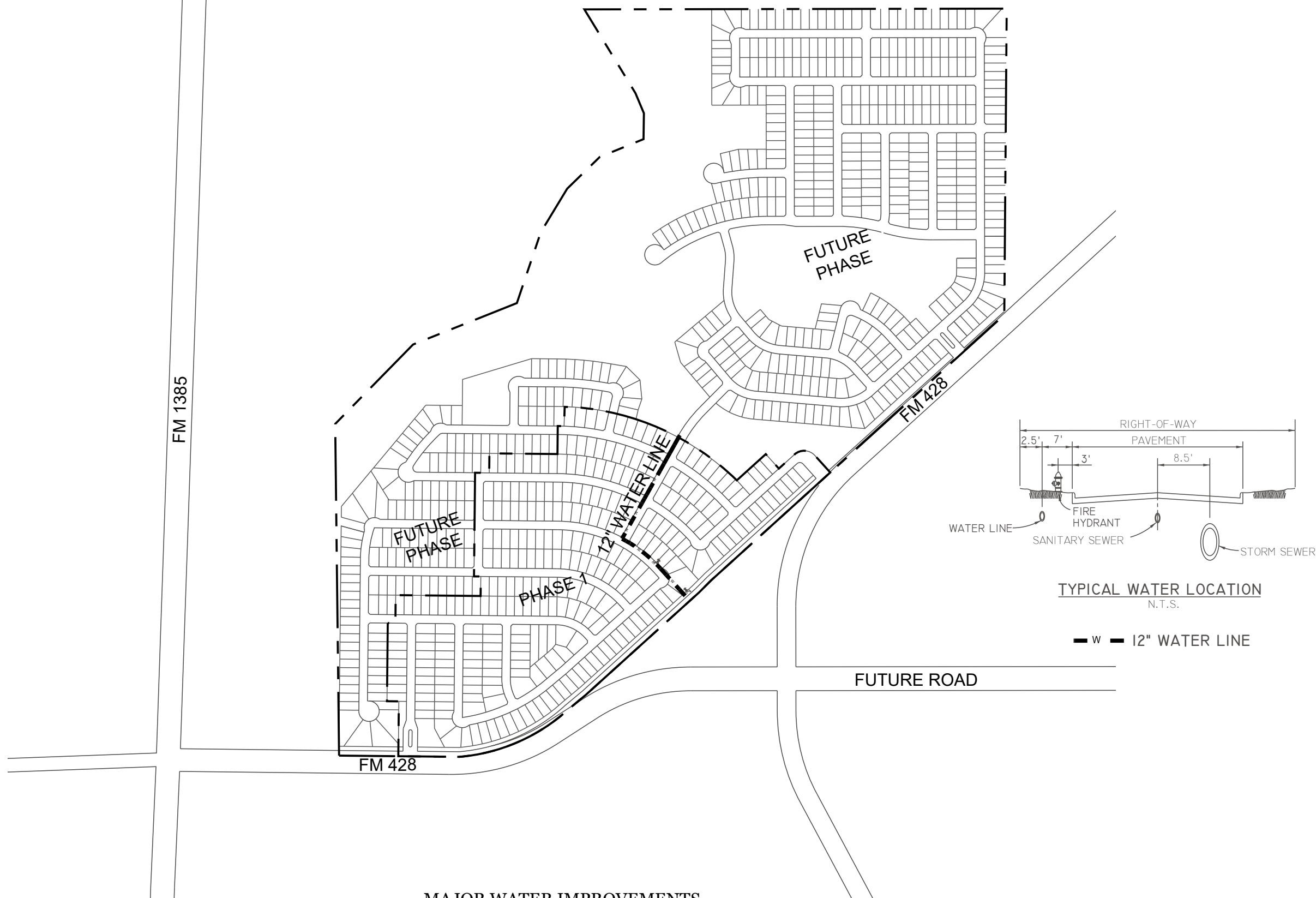


MAJOR ROAD IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS



Attachment: Ordinance (Edgewood Creek- TIRZ - Creation)

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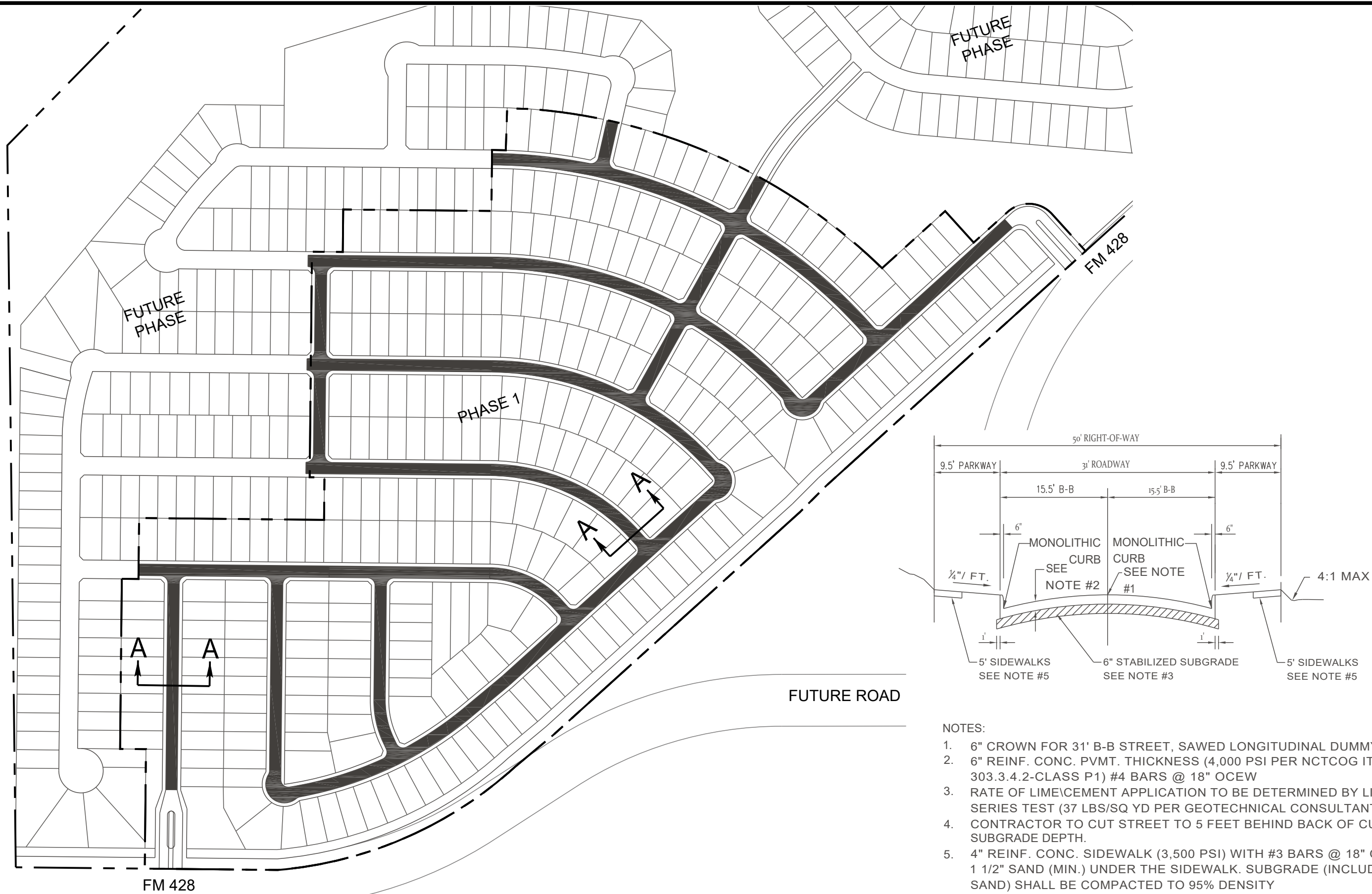
Attachment: Ordinance (Edgewood Creek- TIRZ - Creation)

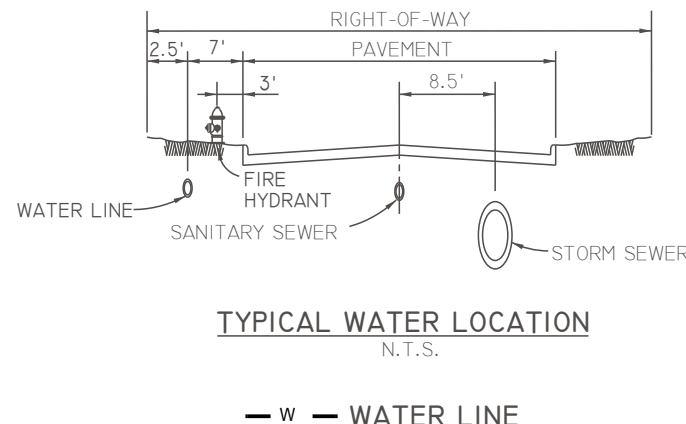
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PHASE 1 MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

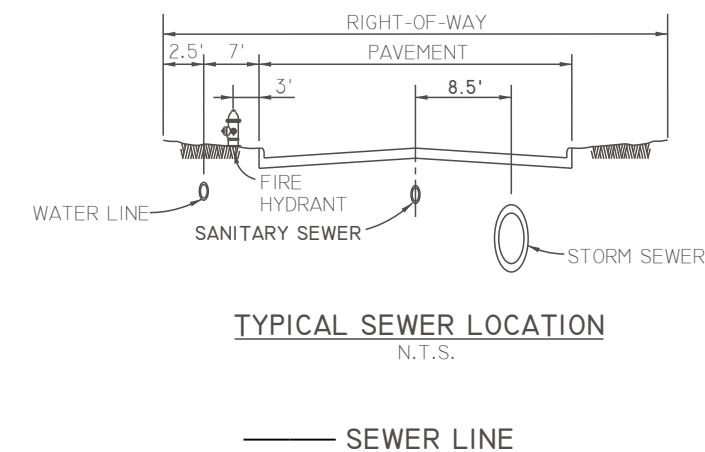
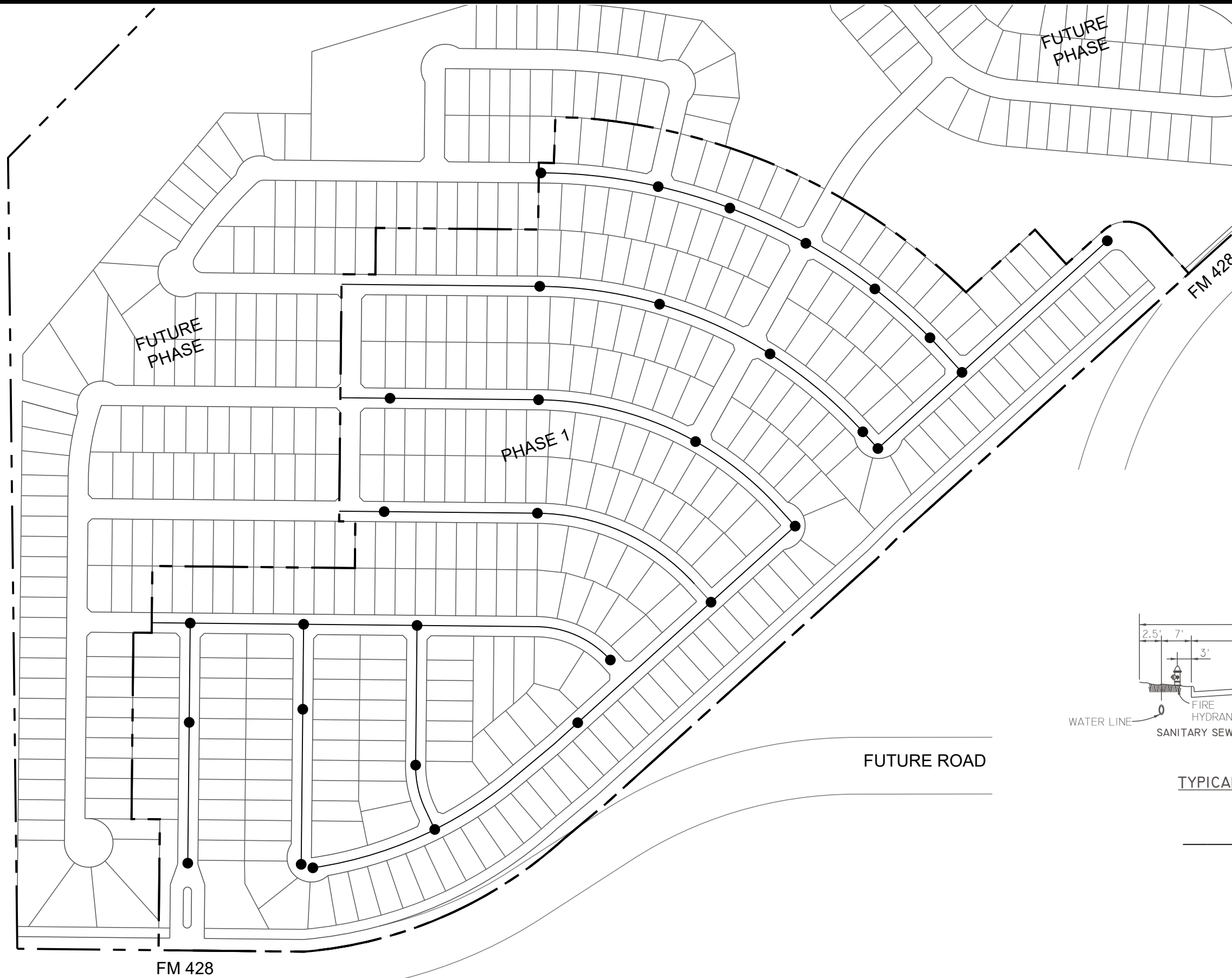
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PHASE 1 WATER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

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PHASE 1 SEWER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

EXHIBIT H
CURRENT APPRAISED VALUE OF THE ZONE

Attachment: Ordinance (Edgewood Creek- TIRZ – Creation)

Exhibit H
Current Appraised Value of the Zone¹

Table 1
Land & Improvement Value

Property ID	Owner	Property Address	Acres	Value As Of ¹	Market Value		
					Land	Improvement	Total
533564	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	0.20	January 1, 2020	\$3,938	\$0	\$3,938
52837	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	70.30	January 1, 2020	\$1,384,032	\$1,163	\$1,385,195
52702	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	22.40	January 1, 2020	\$588,000	\$0	\$588,000
52672	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	73.20	January 1, 2020	\$1,938,851	\$5,928	\$1,944,779
52682	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	49.30	January 1, 2020	\$1,294,125	\$0	\$1,294,125
52621	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	30.10	January 1, 2020	\$768,338	\$565	\$768,903
Total			245.50		\$5,977,283	\$7,656	\$5,984,939

¹Represents information reported by the Denton Central Appraisal District for tax year 2020.

Table 2
Values & Exemptions

Property ID	Owner	Property Address	Acres	Value As Of ¹	Market Value	Agircultural Exemptions	Agricultural Use Value	Appraised Value
533564	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	0.20	January 1, 2020	\$3,938	(\$3,928)	\$10	\$10
52837	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	70.30	January 1, 2020	\$1,385,195	(\$1,363,260)	\$21,934	\$21,934
52702	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	22.40	January 1, 2020	\$588,000	(\$586,880)	\$1,120	\$1,120
52672	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	73.20	January 1, 2020	\$1,944,779	(\$1,882,758)	\$62,021	\$62,021
52682	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	49.30	January 1, 2020	\$1,294,125	(\$1,291,660)	\$2,465	\$2,465
52621	Saadi, Yousef, Trustee & Nabahani, Bilal K & Ahmad, Mohammed Hikmat	-	30.10	January 1, 2020	\$768,903	(\$740,674)	\$28,229	\$28,229
Total			245.50		\$5,984,939	(\$5,869,160)	\$115,779	\$115,779

¹Represents information reported by the Denton Central Appraisal District for tax year 2020.

EXHIBIT I
DEVELOPMENT STANDARDS

EXHIBIT I

DEVELOPMENT STANDARDS

The following is a list of all development regulations for the Edgewood Creek Development that are proposed to vary from those listed in the Zoning Ordinance.

14.02.201 Residential Districts, General Requirements.

~~(1) Open space. All residential districts are subject to twenty percent (20%) open space with a minimum of fifty percent (50%) of that open space being “usable open space,” as defined in Section 14.01.115, Other Zoning Ordinance Definitions. Areas of “non-usable open space” may be allowed to be counted as a portion of the “usable open space” if the area is sufficiently amenitized, per Director approval.~~ **One of the following shall be included within the overall residential development: private, 1-acre minimum amenity center.**

(3) Minimum lot width for front entry garages. Any lot width less than **fifty (50)** ~~sixty (60)~~ feet shall have a rear entry, alley-loaded garage. Front-loading garages are allowed only on lots that are **fifty (50)** ~~sixty (60)~~ feet or greater in width.

14.02.203 SF-R, Single-Family Residential Detached District.

(b) Height & Area Regulations.

Maximum Height	40'
Minimum Front & Rear Sliding Setbacks (excluding garage) with either setback a minimum of 10 feet	30' 40' total
Maximum Overall Density	3.5 units/acre
Minimum Floor Area	1,200 sq ft.

(c) Other Applicable Regulations.

~~(1) Minimum percentages of lot sizes. In developments ten (10) acres or greater in size, the following minimums and maximums percentages apply. A minimum of ten (10) feet in width variation is required between the lot sizes (for example: 50', 60', and 70' is an allowable mix; 50', 55', and 60' is not).~~ **The Edgewood Creek Development may include a maximum of 40% of forty feet (40') in width lots. All other lot widths within the Edgewood Creek development shall be a minimum of fifty feet (50') in width. The maximum number of dwelling units**

permitted within Edgewood Creek Development shall not exceed one thousand one hundred (1,100).

<u>ARTICLE II, PART TWO, TABLE 2B</u> <u>SF-R, SINGLE-FAMILY RESIDENTIAL MAXIMUM/MINIMUM LOT</u> <u>PERCENTAGES</u>		
	Minimum Percentage	Maximum Percentage
Smallest lot size	-	40% 50%
Medium lot size(s)	flexible	flexible
Largest lot size	15%	-

(2) Amenities. A minimum of ~~one (1) swimming pool and two (2) three (3)~~ of the following shall be included within the overall residential development: private amenity center, ~~swimming pool~~, sports court, passive recreation field, community meeting room, amenitized pond or lake, and/or dog park. Hike and bike trails that are in addition to those shown on the Master Trail Plan may also be included in the amenity count. See the adopted Neighborhood Design Guidelines for more information regarding amenities.

14.03.101 Residential Zoning Districts Schedule of Uses.

The following additional uses are permitted by **right**:

Concrete and/ or Asphalt Batch Plant, Temporary

Construction Trailer, Sales Trailer, Construction Yard, Field Office, Temporary

Dwelling, Model Home

14.04.105 Exterior Materials by Category.

(a) Category A materials are defined as the superior masonry products from which the City prefers buildings to be predominantly constructed. Unless otherwise provided for in this Chapter, acceptable Category A masonry finishing materials are kiln-fired brick, natural stone, ~~and~~ manufactured stone **and three-step stucco**.

(b) Category B materials are the secondary products that the City recognizes as materials acceptable for use, products that should not be the predominant material for a building and are considered as somewhat less desirable than those materials listed in Category A. Unless otherwise provided for in this Chapter, acceptable Category B masonry finishing

materials include three-step stucco, architectural concrete block with integrated color (i.e. split-face CMU), concrete tilt wall (colored or stamped), treated engineered wood, **Hardie board siding** and cementitious fiberboard with integrated color (in the form of lap siding or board & batten).

(c) Category C materials are accent products acceptable in limited application for architectural accents and for walls on upper stories of multi-story buildings. Unless otherwise provided for in this Chapter, acceptable Category C materials include **Hardie board siding**, metal, tile, glass block, exterior insulation and finish systems (EIFS), and natural wood products **and cast stone**.

14.04.107 Design Standards for Residential Structures.

(a) Design Standards for Residential Development. All new residences within the City of Celina shall conform to the following design standards:

(1) Category A Materials for Single-Family Detached and Single-Family Attached Development. Residential structures **first story** shall be constructed of a minimum of **seventy-five percent (75%)** ~~eighty percent (80%)~~ masonry, defined for single-family structures as brick, stone, or manufactured stone.

(2) Category B Materials for Single-Family Detached and Single-Family Attached Development. The remainder may include one or more of the following: three-step stucco, treated engineered wood, ~~and~~ shake shingles, **Hardie board siding and Cementitious fiberboard**. Any of these materials may be used singly or in combination, not to exceed a total of **twenty-five percent (25%) on the first story and fifty (50%) on the upper stories.** ~~twenty percent (20%)~~. Other materials of equal or similar characteristics may be allowed at the discretion of the Director. On lots greater than one-half (½) acre in size, cedar or redwood planking may be allowed at the discretion of the Director.

(3) Category C Materials for Single-Family Detached and Single-Family Attached Development. Cementitious fiberboard, **Hardie board siding** or natural wood may also be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, **for walls on upper stories of multi-story buildings**, or other architectural accent features, as approved by the Director.

(4) Minimum Masonry on Front Facade. Notwithstanding the above overall percentages required for Single-Family Detached and Single-Family Attached Development, the front façade shall be a minimum of **seventy-five percent (75%)** ~~eighty percent (80%)~~ masonry.

14.04.204 Landscape Standards.

(1) Detention (dry) ponds. Shall be designed in a manner to be an amenity to the development by **maintaining the existing natural features as much as possible, including existing trees and waterways as shown on the concept plan (Exhibit B) and** providing a reduced six-to-one (6:1) slope, shall provide a large canopy tree for each fifty (50) linear feet of the perimeter **is required where existing tree canopy was removed to provide for detention.** ~~, benches, and trash receptacles.~~

(2) Retention (wet) ponds. Shall be designed in a manner to be an amenity to the development by **maintaining the existing natural features as much as possible, including existing trees and waterways as shown on the concept plan (Exhibit B) and by** providing a six-to-one (6:1) slope **to the normal pool level and four-to-one (4:1) to the bottom of the pond,** a large canopy tree for each fifty (50) linear feet of the perimeter **is required where existing tree canopy was removed to provide for detention.** ~~, benches, and trash receptacles.~~ Such ponds shall include aeration and a fountain to ensure water quality.

14.04.206 Residential Landscape Requirements.

(1) Residential development entries. ~~The landscape island at the main entrances to the residential development shall be within a platted common area lot located in the median of the divided entry access point, to be owned and maintained by the homeowners association (HOA). Landscaped entries shall include a significant entry feature or other focal point, which may include a monument entrance sign creating a “sense of arrival.” These features may be subject to a licensing agreement. Entry designs shall be subject to the approval of the Director.~~ **Monument signs at the entryways of neighborhoods are permitted and shall conform to the general monument sign regulations adopted by the City.**

Ornamental hanging signs suspended from a decorative post shall be allowed in lieu of monument signs for entryways of neighborhoods.

(b) Residential Vegetation Requirements. Trees shall be planted as referenced in the Table 6, below. Trees planted in the front yard or side yard on a corner shall be planted in the area between residence and the sidewalk, unless the subdivision is specifically designed to accommodate this tree location with sidewalks set back from the street a minimum of eight (8) feet.

ARTICLE IV, PART TWO, TABLE 2 TREES & SHRUBS REQUIRED PER RESIDENTIAL LOT			
Size of Lot (square feet)	Number of Large Trees	Number of Ornamental Trees	Number of Shrubs
Up to 7,000	1 in front yard	1	12
7,001 to 10,000	2 total; 1 in front yard	1	15
10,001 to ½ acre	4 total; 2 in front yard	2	20
Greater than ½ acre	6 total; 3 in front yard	3	24
Corner lots, all sizes	1 additional tree on side facing street	-	-

14.04.208 Roadway Landscape Easements & Buffers.

(a) Minimum Width of Landscape Buffers Along Roadways.

(1) Adjacent to all six-lane divided streets and limited access roadway service roads, as shown on the Thoroughfare Plan, the landscape buffer shall be a minimum **twenty-five (25)** ~~forty (40)~~ feet wide.

(2) Adjacent to all four-lane divided streets, as shown on the Thoroughfare Plan, the landscape buffer shall be a minimum of **fifteen (15)** ~~thirty (30)~~ feet wide.

(3) Adjacent to all other streets called out on the Thoroughfare Plan, the landscape buffer shall be a minimum **ten (10)** ~~twenty (20)~~ feet wide.

14.04.302 Screening, Residential Subdivision Walls.

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

The developer will construct a masonry screening wall along FM 428 and the remainder of the screening shall be Cedar board-on-board wooden fence and masonry columns.

Screening of utility units: HVAC units are not required to be screened from view from streets with shrubs or a stained wood fence.

The following is a list of additional development regulations that are proposed.

Power lines: Only power lines within the development shall be buried; Overhead power shall be allowed along FM 1385 and FM 428 or other Major roadways.

Water & Sewer: Mustang Special Utility District design standards shall be used for the Edgewood Creek Development.

Wall Maintenance Easements: All wall maintenance easements shall be contained within the limits of the development.



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Vicki Tarrant, City Secretary
 CC: Jason Laumer, City Manager
 Date: December 8, 2020
 Re: 20-04 Annexation Petition Verification

Action Requested:

City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 492 acres, in the extraterritorial jurisdiction; generally located west of FM 2478, south of W FM 455, north of Parvin Road, and east of FM 1385, as described below. (20-04 Annexation Petition Verification) (Tarrant)

- 1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,
- 2) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,
- 3) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,
- 4) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,
- 5) Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,
- 6) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,
- 7) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,
- 8) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin

- County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,
- 9) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,
- 10) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:
- COMMENCING at a 1/2 inch iron rod found at the northwest corner of said called 586.196 acre tract, and being the southwest corner of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;
- THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;
- THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast corner of the herein described tract;
- THENCE South 01 °07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for corner, said point being in the northerly right-of-way line of Farm Road No. 428;
- THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly rightof-way line of said Farm Road No. 428 as follows:
- South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for corner;
- South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for corner;
- South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;
- South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
- continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for corner;
- North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
- North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;
- THENCE through the interior of said called 586.196 acre tract as follows:
- North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
- North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
- North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
- North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
- North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
- North 46 deg. 27 min. 12 sec. East, a distance of 267.60 feet to a point;
- North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
- North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
- North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;
- North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

Background Information:

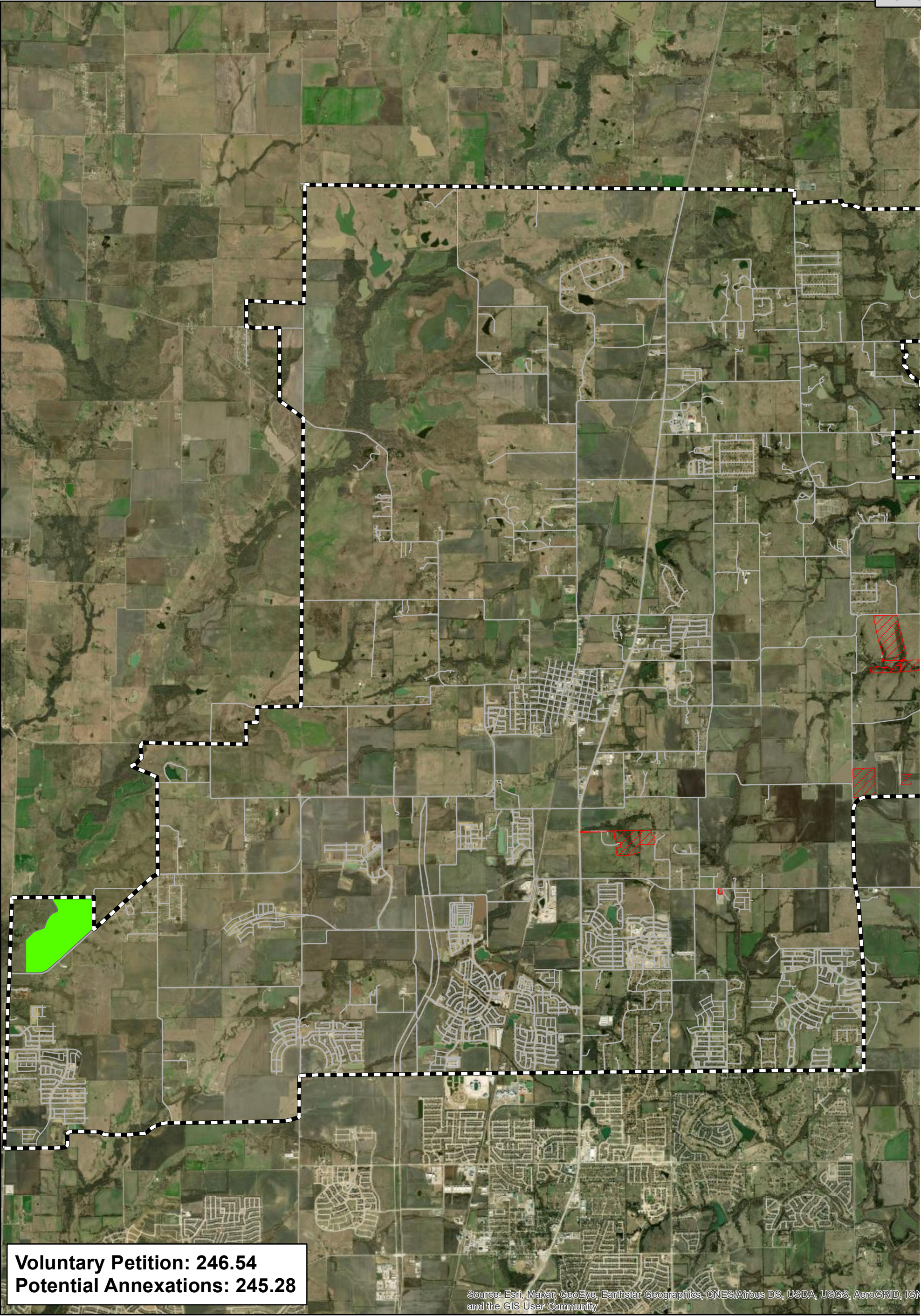
Please refer to the attachments for additional information.

Supporting Documents:

- Location Map
- C-4 Annexation Application
- Petition Verification Table

Staff Recommendation:

NA



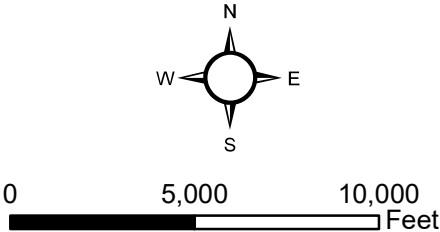
Attachment: Location Map (20-04 Annexation Petition Verification)



Potential Annexations City of Celina

Date: 12/3/2020

- Legend**
- Ultimate Boundary
 - Potential Annexations
 - Voluntary Petition



C-4 VOLUNTARY ANNEXATION PETITION OF THE CITY OF CELINA, TEXAS:

The City of Celina has adopted a Resolution of Intent to annex the area described below, provided notice and conducted a public hearing as required by Texas Local Government Code Sections 43.0682, 43.0683 and 43.0684. The City of Celina is now seeking to gather signatures of more than 50% of the registered voters of the area OR, if the registered voters of the area do not own more than 50% of the land in the area, the owners having an ownership interest greater than 50% of the hereinafter described tract(s) or parcel(s) of land (collectively, the "Area").

ONLY IF YOU CONSENT TO THE ANNEXATION OF YOUR PROPERTY AND/OR THE PROPERTY UPON WHICH YOU RESIDE AS A REGISTERED VOTER, execute a signature page below that indicates (A) whether you are an owner of property in the Area, (B) a registered voter in the Area, or (C) both. If the number of signatures required by state law are received, annexation will extend the present city limits over the Area, containing approximately 491.820 acres of land, described as follows:

- 1) **Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,**
- 2) **Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 feet north of FM 2478 and approximately 2,800 feet east of County Road 127,**
- 3) **Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,**
- 4) **Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,**
- 5) **Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,**
- 6) **Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,**
- 7) **Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,**
- 8) **Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey,**

Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,

9) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,

10) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found at the northwest corner of said called 586.196 acre tract, and being the southwest corner of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast corner of the herein described tract;

THENCE South 01°07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for corner, said point being in the northerly right-of-way line of Farm Road No. 428;

THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly right-of-way line of said Farm Road No. 428 as follows:

South 48°31'00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for corner;

South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for corner;

South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;

South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";

continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for corner;

North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;

North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;

THENCE through the interior of said called 586.196 acre tract as follows:

North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;

North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;

North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;

North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;

North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;

North 46 deg. 27 min. 12 sec. East, a distance of 267.60 feet to a point;

North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;

North 01 deg. 30 min. 07 sec. East, a distance of 152.18 feet to a point;

North 22 deg. 06 min. 41 sec. West, a distance of 128.29 feet to a point;

North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

I desire to enter into a written agreement for municipal services to my property with the City of Celina pursuant to Section 43.0672 of the Local Government Code. If any portion of my property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code, declined said development agreement and voluntarily executed this petition.

I further certify and attest that I have the authority to petition for annexation for the portion of the Area that I own or where I am a registered voter, or both.

OWNER:

MM Edgewood Creek, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

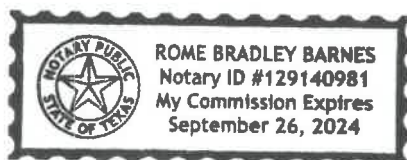
By: 
Name: Mehrdad Moayed
Its: Manager

Number of acres owned: 246.54 Acres

NOTARY ACKNOWLEDGEMENT(S)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29 day of OCTOBER, 2020 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Edgewood Creek, LLC, a Texas limited liability company on behalf of said company.




Notary Public, State of Texas

Attachment: C-4 Annexation Application (20-04 Annexation Petition Verification)

OWNER:

Signature: _____ Number of acres owned: _____

Print Name: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

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

Given under my hand and seal of office this ____ day of _____, 2020.

(SEAL)

NOTARY PUBLIC in and for the
STATE OF TEXAS

Printed Name

My commission expires: _____

OWNER WHO IS ALSO REGISTERED VOTER OF THE AREA:

Signature: _____ Number of acres owned: _____
 Print Name: _____

STATE OF TEXAS §
 §
 COUNTY OF _____ §

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

Given under my hand and seal of office this ____ day of _____, 2020.

(SEAL)

 NOTARY PUBLIC in and for the
 STATE OF TEXAS

 Printed Name
 My commission expires: _____

OWNER WHO IS ALSO REGISTERED VOTER OF THE AREA:

Signature: _____ Number of acres owned: _____

Print Name: _____

STATE OF TEXAS §
 §
 COUNTY OF _____ §

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

Given under my hand and seal of office this ____ day of _____, 2020.

(SEAL)

 NOTARY PUBLIC in and for the
 STATE OF TEXAS

 Printed Name

My commission expires: _____

NONOWNER WHO IS A REGISTERED VOTER OF THE AREA:

Signature: _____ Number of acres owned: _____
 Print Name: _____

STATE OF TEXAS §
 §
 COUNTY OF _____ §

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

Given under my hand and seal of office this ____ day of _____, 2020.

(SEAL)

 NOTARY PUBLIC in and for the
 STATE OF TEXAS

 Printed Name
 My commission expires: _____

NONOWNER WHO IS A REGISTERED VOTER OF THE AREA:

Signature: _____ Number of acres owned: _____
 Print Name: _____

STATE OF TEXAS §
 §
 COUNTY OF _____ §

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

Given under my hand and seal of office this ____ day of _____, 2020.

(SEAL)

 NOTARY PUBLIC in and for the
 STATE OF TEXAS

 Printed Name
 My commission expires: _____

FOR OFFICE USE ONLY:

The City has verified that the above signatories to this voluntary petition for annexation pursuant to subchapter C-4 of Chapter 43 of the Texas Local Government Code constitute more than 50% of the registered voters of the area OR, if the registered voters of the area do not own more than 50% of the land in the area, having an ownership interest greater than 50% of the herein described Area.

The signatures hereto were gathered during the time period prescribed by Section 43.0685(b) of the Texas Local Government Code.

Date of verification by City: _____

Prop ID	Owner	Address	City	State	Zip	Acres
	MM EDGEWOOD CREEK LLC	1800 VALLEY VIEW LN	FARMERS BRANCH	TX	75234	246.54
Total Signed						246.540
986614	VSS LIMITED PARTNERSHIP	9507 APPIN FALLS DR	SPRING	TX	77379-6573	48.95
1931823	KHORSAND JAY &	5701 CEDAR GROVE CIR	PLANO	TX	75093-8579	6.5
996426	LANEY PARTNERS LTD	PO BOX 38	WESTON	TX	75097-0038	9.33
2658576	GOLDSTEIN FAMILY INVESTMENTS LTD	12993 FM 2478	CELINA	TX	75009-4737	83.282
2658578	GOLDSTEIN FAMILY INVESTMENTS LTD	12993 FM 2478	CELINA	TX	75009-4737	22.587
2658579	GOLDSTEIN FAMILY INVESTMENTS LTD	12993 FM 2478	CELINA	TX	75009-4737	10.813
2028655	HACKBERRY AT CELINA LLC	3513 CALECHE CT	PLANO	TX	75023-5820	14.81
2545645	CHOATE CHARLA LEE	PO BOX 277	CELINA	TX	75009-0277	47.379
2706744	GARRABRANTS MATT	5175 SUMMERVIEW LN	CELINA	TX	75009-5596	1.629
Total Unsigned						245.280
TOTAL ACREAGE						491.820

This C-4 annexation is for a total of 491.820 acres

The one property which has signed represents 246.540 acres

246.540 acres out of the total acreage of 491.820 represents approximately 50.1% of signatures

This is more than 50% of ownership interest, which satisfies the C-4 voluntary annexation petition process



Life Connected.

Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Madhuri Mohan AICP, Planning Manager
 CC: Jason Laumer, City Manager
 Date: December 8, 2020
 Re: 20-04 Annexation Petition Verification Resolution

Action Requested:

Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 492 acres, in the extraterritorial jurisdiction; generally located west of FM 2478, south of W FM 455, north of Parvin Road, and east of FM 1385, as described below, and all County Road rights-of-way adjacent thereto; calling two public hearings regarding annexation and the service plan; and directing notices as prescribed by law. (20-04 Annexation Petition Verification Resolution) (Mohan)

- 1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,
- 2) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,
- 3) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,
- 4) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,
- 5) Collin CAD Property ID 2658578, being an approximate 22.59 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 1; generally located approximately 2,300 feet north of County Road 129 and approximately 800 feet west of FM 2478,
- 6) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,
- 7) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry

Circle,

- 8) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,
- 9) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,
- 10) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:
 COMMENCING at a 1/2 inch iron rod found at the northwest corner of said called 586.196 acre tract, and being the southwest corner of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;
 THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of the herein described tract, same being the POINT OF BEGINNING;
 THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2487.05 feet to a point for the northeast corner of the herein described tract;
 THENCE South 01 °07'32" West, a distance of 1802.61 feet to a 3/4 inch iron rod found for corner, said point being in the northerly right-of-way line of Farm Road No. 428;
 THENCE southwesterly along the common line of said called 586.196 acre tract, and the northerly rightof-way line of said Farm Road No. 428 as follows:
 South 48°31 '00" West, a distance of 2328.57 feet to a 1/2 inch iron rod set for corner;
 South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for corner;
 South 48°31'00" West, a distance of 898.87 feet to a 1/2 inch iron rod set for corner;
 South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
 continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for corner;
 North 88°48'08" West, a distance of 102.83 feet to a 1/2 inch iron rod set for corner;
 North 88°42'19" West, a distance of 604.95 feet to point for the southwest corner of the herein described tract;
 THENCE through the interior of said called 586.196 acre tract as follows:
 North 00 deg. 00 min. 00 sec. West, a distance of 1952.52 feet to a point;
 North 45 deg. 07 min. 02 sec. East, a distance of 654.96 feet to a point;
 North 68 deg. 55 min. 27 sec. East, a distance of 657.88 feet to a point;
 North 19 deg. 19 min. 19 sec. East, a distance of 440.29 feet to a point;
 North 31 deg. 54 min. 37 sec. East, a distance of 299.66 feet to a point;
 North 46 deg. 27 min. 12 sec. East, a distance of 267.60 feet to a point;
 North 68 deg. 29 min. 35 sec. East, a distance of 278.25 feet to a point;
 North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
 North 22 deg. 06 min. 41 sec. West, a distance of 128 .29 feet to a point;
 North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING and containing 246.54 acres of computed land, more or less.

Background Information:

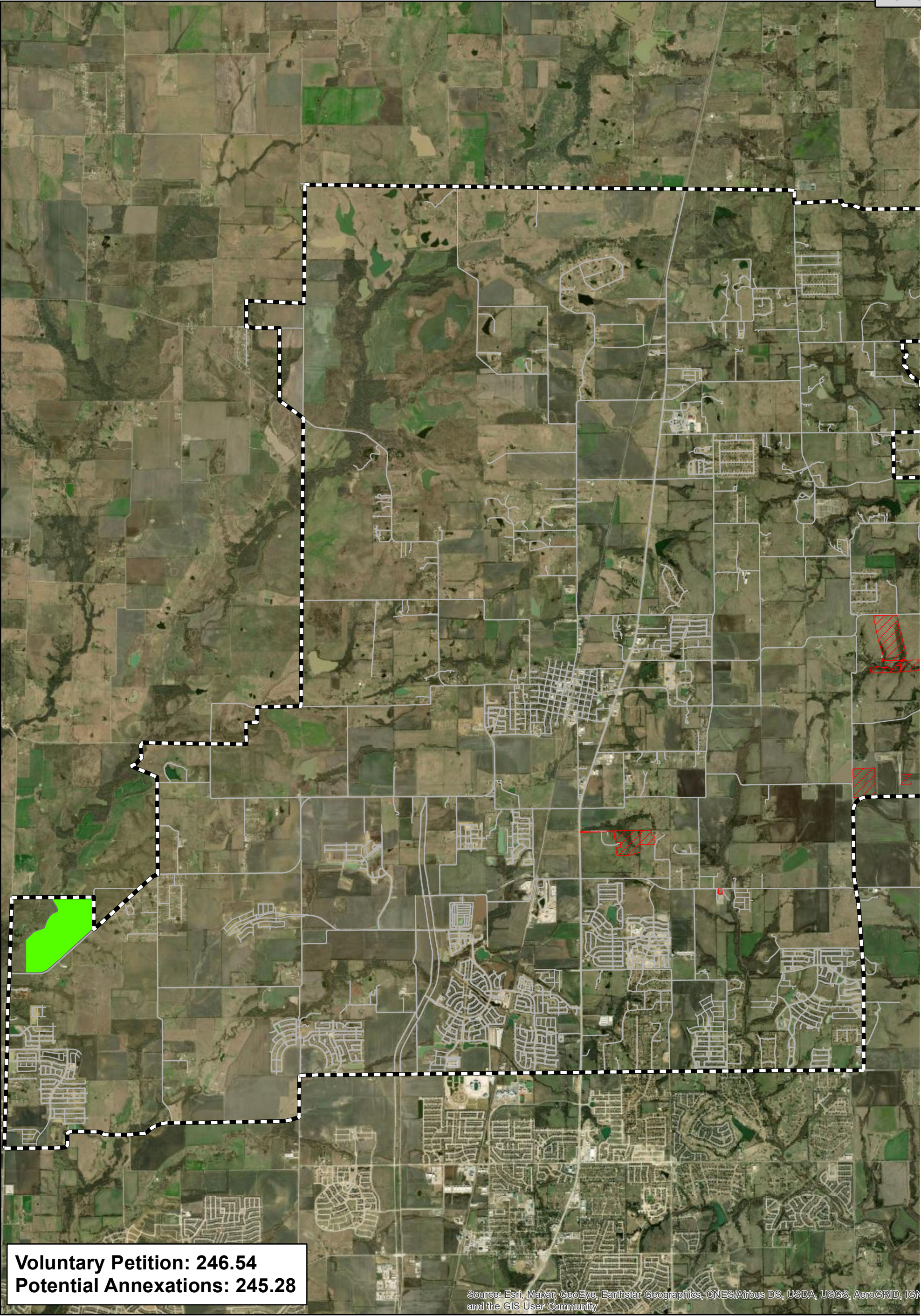
Please refer to the attachment for additional information.

Supporting Documents:

- Location Map
- Staff Presentation
- Draft Resolution

Staff Recommendation:

Staff Recommends approval.



Attachment: Location Map (20-04 Annexation Petition Verification Resolution)

CELINA
TEXAS
EST. 1876

Life Connected.

Potential Annexations

City of Celina

Date: 12/3/2020

Legend

- Ultimate Boundary
- Potential Annexations
- Voluntary Petition

0 5,000 10,000 Feet

Packet Pg. 591

Annexation 20-04

Petition Verification

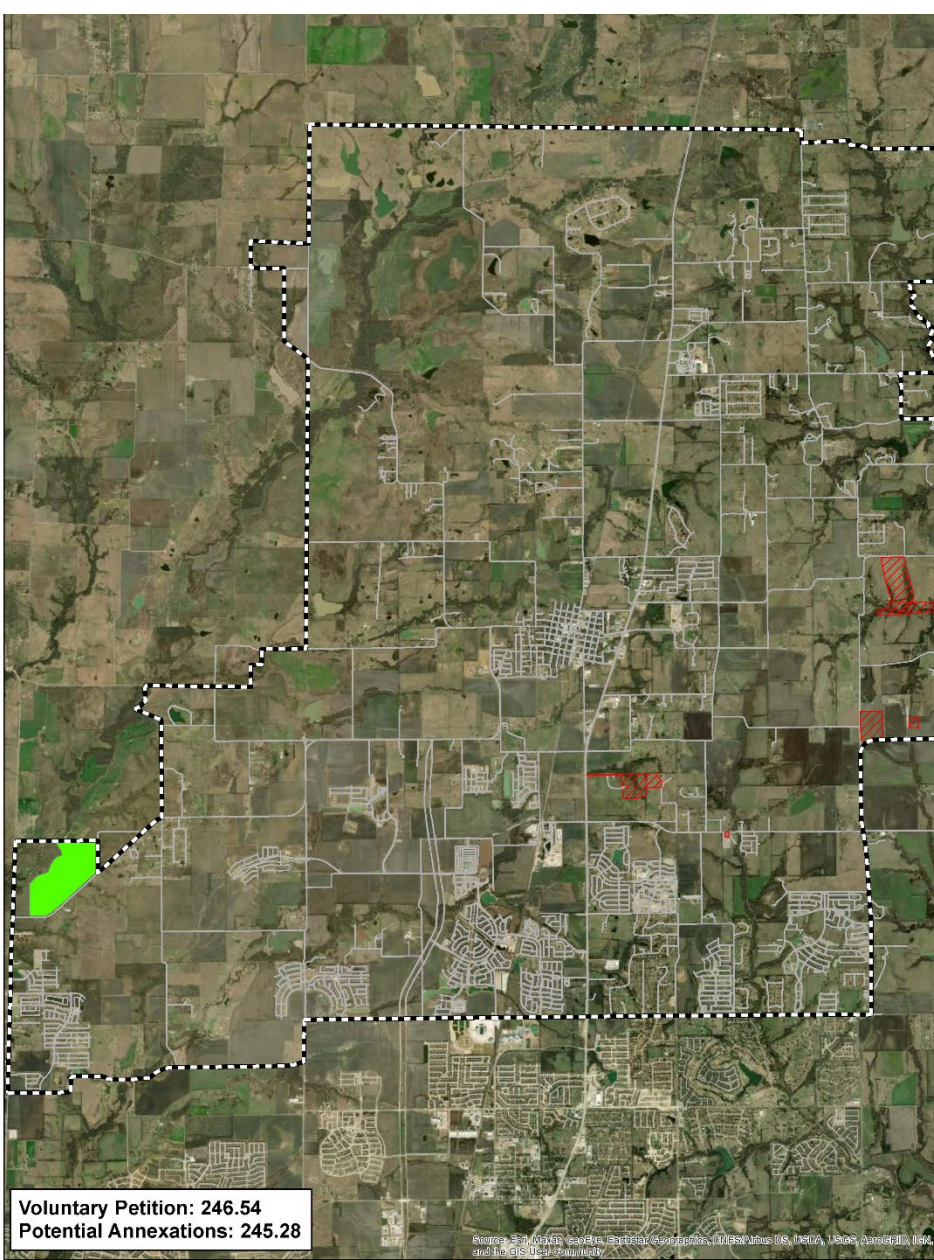
City Council

December 8, 2020

Annexation Map

Legend

-  Ultimate Boundary
-  Voluntary Petition
-  Potential Annexations



Annexation Timeline

- ~~June 9, 2020 – Annexation Resolution~~
- ~~July 14, 2020 – 1st Public Hearing~~
- December 8, 2020 – Petition Verification
- January 12, 2021 – 2nd Public Hearing
- February 9, 2021 – 3rd Public Hearing and Annexation Ordinance adoption

Recommendation

- Staff recommends approval

CITY OF CELINA, TEXAS

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF CELINA, TEXAS, ACCEPTING THE CITY SECRETARY'S VERIFICATION OF THE SIGNATURES TO THE PETITION FOR ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT BEING ±492 ACRES GENERALLY LOCATED WEST OF FM 2478, SOUTH OF W FM 455, NORTH OF PARVIN ROAD, AND EAST OF FM 1385 AND THAT PORTION OF ALL COUNTY ROAD RIGHTS-OF-WAY ADJACENT TO SAID TERRITORY; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; CALLING TWO PUBLIC HEARINGS REGARDING ANNEXATION AND THE SERVICE PLAN, DIRECTING NOTICES OF PUBLIC HEARING BE PROVIDED AS PRESCRIBED BY LAW; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton Counties, Texas, created in accordance with the provisions of the Texas Local Government Code (the "Act") and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter; and

WHEREAS, legal descriptions of the area proposed to be annexed is attached hereto as Exhibit "A" and the area, and adjacent right-of-way to be annexed, is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word (together the "Area"); and

WHEREAS, the City Council adopted Resolution No. 2020-40R expressing its intent to annex the Area and containing all elements required by Section 43.0682 of the Act (the "Resolution of Intent"); and

WHEREAS, following proper notice, a public hearing was held on July 14, 2020, which date was not earlier than 21 days or later than the 30th day after the date of adoption of the Resolution of Intent, after which the City circulated a petition in conformance with the requirements of Section 43.0685 of the Act (the "Petition"); and

WHEREAS, the Petition period prescribed by Section 43.0685 of the Act has ended and the City Secretary verified to the City Council that the Petition contained the minimum number of signatures required to annex the Area; and

WHEREAS, the City Council directs publication, mailing and distribution of notice(s) for two public hearings, as required by the Act, to consider the annexation of the Area; and

WHEREAS, all required statutory notices and procedures related to the Petition in Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the act, a Service Plan for the Area to be annexed, which was included with the Resolution of Intent, shall be presented at the public hearings and made available to the public, and is attached hereto as Exhibit “C” and incorporated herein as if written word for word; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Area to be annexed, as set forth in the Petition, is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of the Area is within the extraterritorial jurisdiction of any other incorporated city or town.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct, are incorporated herein, are legislative findings of the City Council, and are made a part hereof for all purposes.

SECTION 2 **ACCEPTANCE OF PETITION VERIFICATION, CALLING OF PUBLIC HEARINGS AND PROVIDING NOTICES**

A. Acceptance of Petition Verification. Prior to the City Council adopting this resolution, the City Secretary, in an open meeting of the City Council, verified that:

- i. the Area has a population of less than 200; and
- ii. registered voters of the Area proposed to be annexed and described in the Petition do not own more than 50 percent of the land in the Area; and
- iii. the Petition was signed by the owners of land in the Area that are not registered voters; and
- iv. the Petition clearly stated whether each signer was signing as a registered voter of the Area, an owner of land in the Area, or both; and
- v. the Petition was signed by more than 50 percent of the owners of land in the Area; and
- vi. the signatures sufficient to verify the Petition were placed on the Petition during the timeframe required by Section 43.0685(b) of the Act.

The City Council hereby accepts and approves the verification, finds and affirms that the statements in this Section 2.A. are true and correct, and adopts the statements in this Section 2.A. as legislative findings of the City Council.

B. Calling of Public Hearings. The City Council hereby calls two public hearings about annexation of the Area, at which members of the public shall be given an opportunity to be heard, at **CELINA COUNCIL CHAMBERS, 112 NORTH COLORADO, CELINA, TEXAS 75009**, on the following dates and times (the second public hearing shall

be not earlier than the 10th day after the first public hearing):

- i. January 12, 2021 at 5:00 p.m.; and
- ii. February 9, 2021 at 5:00 p.m.

The ordinance annexing the Area may be adopted immediately following the second public hearing called above.

C. Notice of Results of Petition and Public Hearings. The City Secretary is hereby authorized and directed to cause notice of the results of the Petition and notice of the two public hearings called by Section 2.B. to be sent to; (i) residents and property owners in the Area, (ii) any school district or public entity providing services to the Area, and (iii) any railroad having right-of-way in the Area, at least 11 days before the date of the first public hearing. In addition, such notice shall be posted on the City's website and published once in a newspaper having general circulation in the City and in the Area at least 11 days before the date of the first public hearing.

SECTION 3 **SERVICE PLAN**

The proposed Service Plan for the Area, attached hereto as Exhibit "C", shall be presented at the beginning of the public hearings, made publicly available and submitted in accordance with Chapter 43 of the Texas Local Government Code.

SECTION 4 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this resolution, or application thereof to any land, property, person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution, and the City Council hereby declares it would have passed such remaining portions of this resolution despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A", the City Council would have included all remaining Area having correct calls or descriptions and or would have corrected the call or description to include the entire intended Area in this resolution.

SECTION 5 **ENGROSSMENT AND ENROLLMENT**

The City Secretary of the City of Celina is hereby directed to engross and enroll this resolution by copying the caption in the minutes of the City Council of the City of Celina and by filing this resolution in the resolution records of the City.

SECTION 6 **EFFECTIVE DATE**

This resolution shall be in full force and effect from and after its date of passage.

AND IT IS SO RESOLVED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this

8th day of December, 2020.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Tarrant, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

City Attorney/Attorney for City
City of Celina, Texas

Attachment: Draft Resolution (20-04 Annexation Petition Verification Resolution)

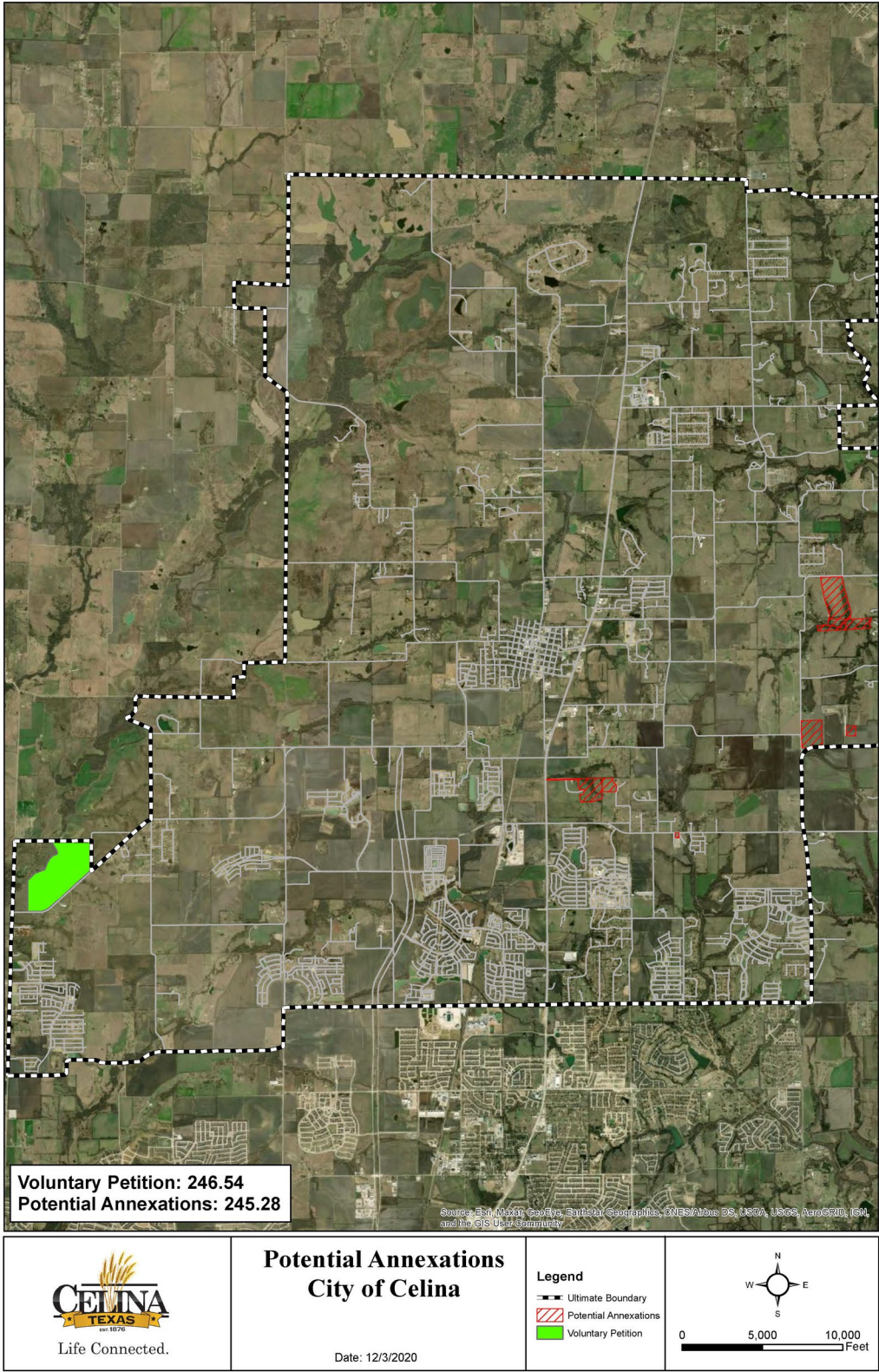
Exhibit "A"
LEGAL DESCRIPTION OF AREA

The City intends to annex the area, approximately 492 acres, generally located in the description below:

- 1) Collin CAD Property ID 986614, being an approximate 48.95 acre tract of land in Collin County, Texas, legally described as Abstract No. 843 in the William B Smith Survey, Tract 2; generally located at the northeast corner of County Road 127 and FM 2478,
- 2) Collin CAD Property ID 1931823 being an approximate 6.50 acre tract of land in Collin County, Texas, legally described as Abstract No. 55 in the W A Brown Survey, Tract 5; generally located approximately 600 north of FM 2478 and approximately 2,800 feet east of County Road 127,
- 3) Collin CAD Property ID 996426, being an approximate 9.33 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 4; generally located approximately 800 feet east of County Road 127 and approximately 3,000 feet south of W. FM 455,
- 4) Collin CAD Property ID 2658576, being an approximate 83.28 acre tract of land in Collin County, Texas, legally described as Abstract No. 443 in the A Huffstetler Survey, Tract 13; generally located approximately 1,300 feet east of County Road 127 and south of W. FM 455,
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- 6) Collin CAD Property ID 2658579, being an approximate 10.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 599 in the Levi Melvin Survey, Tract 9; generally located approximately 1,400 feet east of County Road 127 and approximately 2,600 feet south of W. FM 455,
- 7) Collin CAD Property ID 2028655, being an approximate 14.81 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 9; generally located approximately 1,900 feet north of Choate Parkway and east of Hackberry Circle,
- 8) Collin CAD Property ID 2545645, being an approximate 47.38 acre tract of land in Collin County, Texas, legally described as Abstract No. 749 in the T M Rowland Survey, Tract 11; generally located east of Preston road and approximately 2,700 feet north of Choate Parkway,
- 9) Collin CAD Property ID 2706744, being an approximate 1.63 acre tract of land in Collin County, Texas, legally described Abstract No. 1030 in the Jonathan Westover Survey, Sheet 3, Tract 9; generally located approximately 1,400 feet east of County Road 86 and south of Choate Parkway,
- 10) Being a 246.54 acre tract of land situated in Denton County, Texas, being a portion of that certain called 586.196 acre tract of land conveyed to Kenneth B. Moore and wife, Ruth Wilcher Moore, by deed recorded in Volume 868, Page 721, of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:
 COMMENCING at a 1/2 inch iron rod found at the northwest corner of said called 586.196 acre tract, and being the southwest corner of a called 273.782 acre tract of land, as recorded in Volume 871, Page 856, of the Deed Records of Denton County, Texas, said point also being in the east right-of-way line of Farm Road No. 1385;
 THENCE South 89°26'04" East, along the common line of said called 586.196 acre tract, and said called 273.782 acre tract, a distance of 2259.44 feet to a point for the northwest corner of

the herein described tract, same being the POINT OF BEGINNING;
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 South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for corner;
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 South 50°40'00" West, a distance of 133.30 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the right having a radius of 1096.28 feet, and a delta angle of 37°20'03";
 continuing along the curve to the right, an arc distance of 714.34 feet, and a chord bearing and distance of South 67°12'22" West, 701.77 feet to a 1/2 inch iron rod found for corner;
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 North 01 deg. 30 min. 07 sec. East, a distance of 152. 18 feet to a point;
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 North 30 deg. 42 min. 24 sec. West, a distance of 577.70 feet to the POINT OF BEGINNING
 and containing 246.54 acres of computed land, more or less,

Exhibit “B”



Attachment: Draft Resolution (20-04 Annexation Petition Verification Resolution)

Exhibit “C” Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
 - b) Fire protection from the City of Celina shall be provided to the annexed area at a level

consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

- c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

- a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.franklinlegal.net/codes.html>.

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



Life Connected.

Engineering
City of Celina, Texas

Memorandum

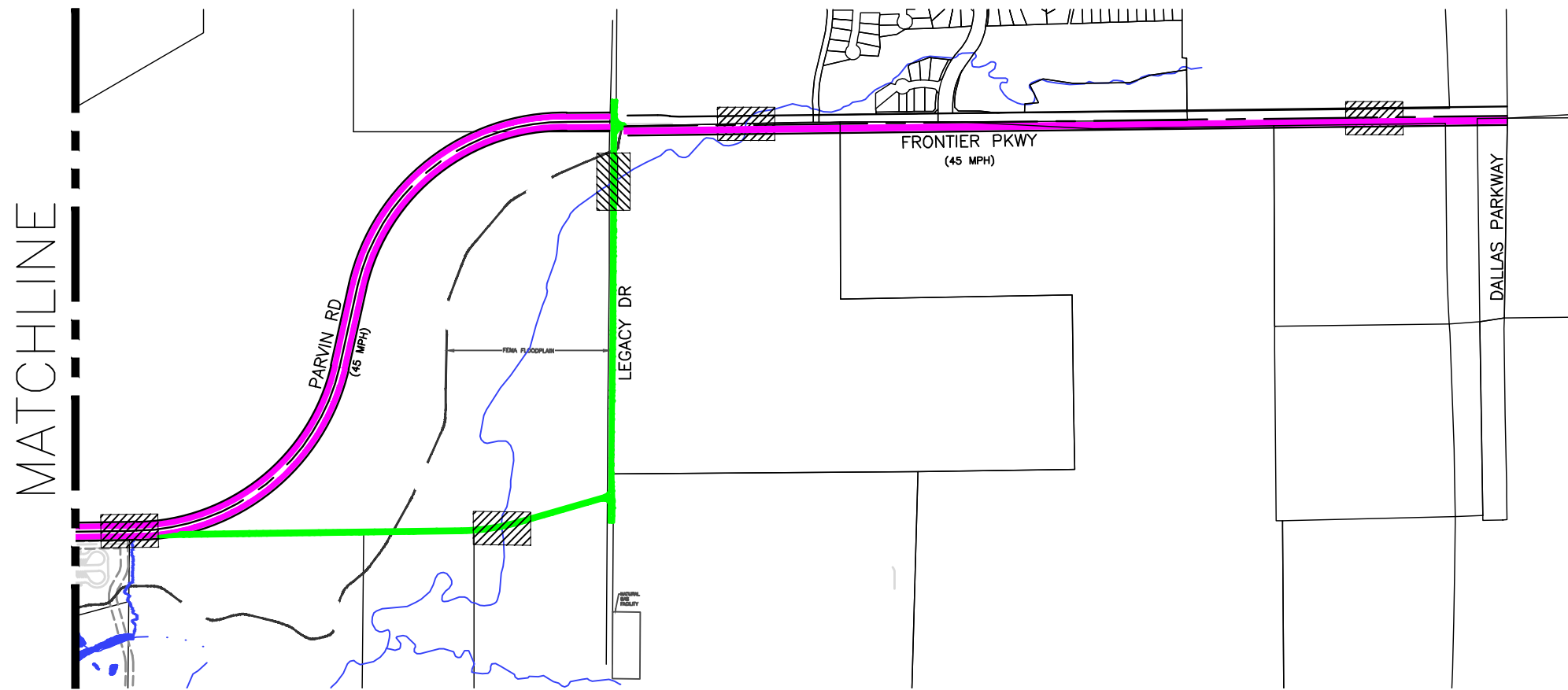
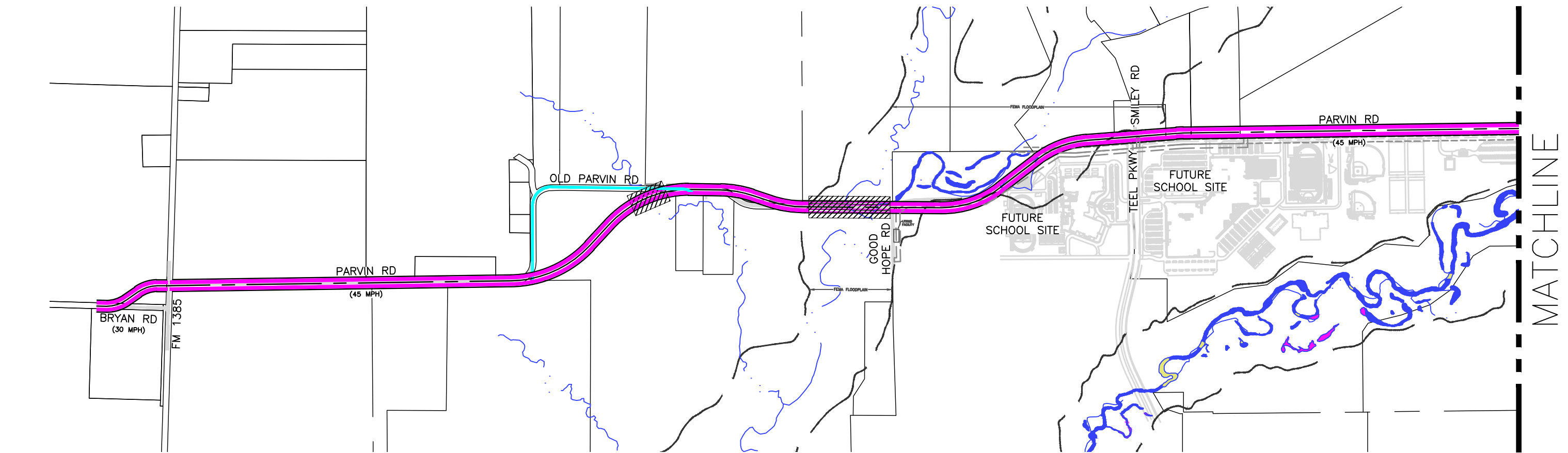
To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Executive Director of Public Services
Date: December 8, 2020
Re:

Action Requested:

Consider and act upon an Interlocal Agreement between Denton County and City of Celina for Environmental and Schematic Design for Frontier Parkway/Parvin Road from FM 1385 to Dallas Parkway. (Brawner)

Staff Recommendation:

Staff recommends approval.



LEGEND

PROPOSED
R.O.W.
PARVIN ROAD &
BACK OF CURB
PARVIN RD/FRONTIER PKWY
OLD PARVIN ROAD
ROAD RESURFACE

EXISTING
R.O.W.
PARVIN ROAD

TP&E Firm Registration No. 274
TP&E Firm Registration No. 100467
2801 Network Boulevard, Suite 800
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbhendley.com

1000 500 0 1000 2000
SCALE : 1" = 1000'

PARVIN ROAD/FRONTIER PARKWAY
(APPROX. 25,570 LF ~ 4.84 MI)

THE STATE OF TEXAS §
 §
 COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS AND THE CITY OF CELINA, TEXAS

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas, a political subdivision of the State of Texas, hereinafter "the County" and the City of Celina, Texas, a duly incorporated municipality, hereinafter "the City", the County and the City are collectively referred to herein as "the Parties."

WHEREAS, the County and the City mutually desire to enter into this Agreement for the purpose of providing for the schematic design and environmental impact study for the widening of Frontier Parkway/Parvin Road from its intersection with FM 1385 to Dallas Parkway, for a length of approximately 4.5 miles, hereinafter "the Project," which is located within the municipal limits of the Denton County Commissioner Precinct #1 and the City; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter "the Act," provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Project which involves roads which are an integral part of the County's road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

WITNESSETH:**I.**

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the City hereby agree that the scope of the Project shall be to develop the schematic design and the environmental impact study of Frontier Parkway/Parvin Road from FM 1385 to Dallas Parkway for a length of approximately 4.5 miles, at a cost of completion which shall not exceed TWO MILLION AND THREE HUNDRED THOUSAND DOLLARS (\$2,300,000.00). Phase 1 of the project will be ONE MILION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS. Phase 2 of the project will be EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) and will not be executed at this time.

III.

The County hereby agrees to contribute an amount which shall not exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) toward satisfactory completion of the Project, provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The City of Celina hereby agrees to contribute an amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) toward satisfactory completion of the Project, provided that any and all funding is approved by formal action of the City of City Council.

Phase 2 will be funded in the future.

IV.

The City agrees to provide all necessary design required for satisfactory completion of the Project.

V.

This exchange of in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the City proceeds with the completion of the Project, the City shall submit invoices for reimbursement to the following individuals at Denton County:

TO: Denton County Auditor
Jeff May
401 W. Hickory Street, Suite 423
Denton, Texas 76201

With a copy to: Mr. John Polster,
c/o Innovative Transportation Solutions, Inc.,
2701 Valley View Lane,
Farmers Branch, Texas 75234

With a copy to: Commissioner Hugh Coleman,
110 W. Hickory Street, 3rd Floor,
Denton, Texas 76201-4116

The invoices shall be submitted on a monthly basis and the County shall reimburse the City on a pro rata basis, based on the relative funding obligations of the Parties, for all approved expenses related to the Project within thirty (30) calendar days of receipt of an invoice from the City, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing bodies of the City by the execution of and approval of this Agreement hereby approve of the expenditure of County money to finance the schematic design and environmental impact study of Frontier Parkway/Parvin Road from FM 1385 to Dallas Parkway.

VIII.

This Agreement may be terminated in whole or in part by the County or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall reimburse the city for a prorated amount of all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations and agreements, either oral or written. This

Agreement may be amended only in writing, signed by both of the Parties. Notices shall be directed as follows:

For City: Jason Laumer
City Manager
142 N Ohio Street
Celina, TX 75009

Copy To: Kimberly Brawner, P.E.
Executive Director of Public Services
142 N Ohio Street
Celina, TX 75009

For County: Honorable Andy Eads
Denton County Judge
110 West Hickory
Denton, Texas 76201

Copy To: Denton County Criminal District Attorney's Office
Attention: Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising under this Agreement shall lie in Denton County, Texas.

XI.

The County agrees and understands that the County, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the City.

XII.

The City agrees and understand that the City, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the County.

XIII.

The County agrees to accept full responsibility for the acts, negligence or omissions of all County employees, agents, subcontractors or contract laborers doing work under a contract or

agreement with the County.

XIV.

The City agrees to accept full responsibility for the acts, negligence or omissions of all City employees, agents, subcontractors or contract laborers doing work under a contract or agreement with the City.

XV.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XVI.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XVII.

The undersigned officers or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVIII.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this 8th day of December, 2020.

DENTON COUNTY, TEXAS

110 West Hickory Street, 2nd Floor
Denton, TX 76201

By: _____

Honorable Andy Eads
Denton County Judge

ATTEST:

By: _____

Denton County Clerk

CITY OF CELINA

142 N Ohio Street
Celina, TX 79339

By: _____

Sean Terry
Mayor

ATTEST:

By: _____

Vicki Tarrant
City Secretary

Attachment: Revised Celina-Denton County Interlocal Agreement 11.30.20 (Interlocal with Celina and Denton County)

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas,
under this Agreement.

Denton County Auditor

INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE CITY OF CELINA, TEXAS

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, at a total project cost which shall not exceed TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00). Phase 1 of the project will be ONE MILION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS. Phase 2 of the project will be EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) and will not be executed at this time. Denton County agrees to contribute an amount toward satisfactory completion of the Project, which shall not exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) towards Phase 1 of the project, hereby gives its specific written approval to the Project prior to beginning the Project in satisfaction of Texas Government Code §791.014. The City of Celina hereby agrees to contribute an amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) toward satisfactory completion of Phase 1 of the Project, provided that any and all funding is approved by formal action of the City Council.

The description of the Project and its location are as follows: providing for the schematic design and environmental impact study for the widening and reconstruction of Frontier Parkway/Parvin Road from FM 1385 to Dallas Parkway, for a length of approximately 4.5 miles, located within the municipal limits of the City of Celina, Texas and Denton County Commissioner Precinct #1.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas and the City of Celina.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

BY: _____

Presiding Officer of Denton County Commissioner Court

Attachment: Revised Celina-Denton County Interlocal Agreement 11.30.20 (Interlocal with Celina and Denton County)