CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, NOVEMBER 10, 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 City Proclamation. (Howard)

B. Celina Census Complete Count Committee Appreciation. (Howard)

C. Texas Downtown Association President Award Winner Presentation - The Huddleston Building. (Barton)

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Introduction of new employees. (Jenks)

B. Downtown Code-Concepts & Highlights Presentation. (Nusser)

C. Neighborhood Vision Book Presentation. (Drake)

D. Presentation regarding Code Enforcement (part two of two). (McAfee)

E. Discussion regarding Water Meter Request for Information. (Figueroa)

F. Discussion regarding annual stormwater management plan actions. (Glasgow)

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

H. 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 an agreement with High Point Estates Homeowner's Association regarding extension of fiber infrastructure to their subdivision area.

B. Discussion regarding an agreement with Centurion American regarding development matters on a 102 acre tract located immediately north of High Point Estates in Celina's extraterritorial jurisdiction.

C. Discussion regarding an agreement with Rockhill Capital & Investments regarding development matters for a project commonly known as Villages at Uptown, located north of downtown from FM455 to Louisiana Street.

D. Discussion regarding an agreement with Celina Independent School District pertaining to public improvements and real estate matters.

E. Discussion regarding an agreement with Doe Branch Partners, LLC regarding a downtown office development near Preston Road.

Reconvene Into Open Session

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

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - Oct 13, 2020 5:00 PM

B. Consider and act upon a resolution adopting the Neighborhood Vision Book. (Neighborhood Vision Book) (McAfee)

C. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Rachel Baty for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Annie Jack – DIP) (Barton)

D. Consider and act to authorize the City Manager to execute a facility use agreement by and between the City of Celina and Two29 On The Square for weddings on the square. (Two29 Agreement) (Barton)

E. Consider and act to authorize the Mayor Pro-Tem to execute a Landowner Agreement, a Phase #2 Direct Improvements Reimbursement Agreement, and a Phase #2 Direct Improvements Construction, Funding, and Acquisition Agreement by and between the City of Celina and CADG Ownsby Farms, LLC, in connection with the Ownsby Farms Public Improvement District. (Ownsby Farms Phase #2 PID – Miscellaneous Agreements) (Pouladi)

F. Consider and act upon a resolution of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas; authorizing the issuance of notice by the City Secretary of Celina, Texas, regarding the public hearing; and directing the City to prepare a preliminary reinvestment zone financing plan. (Edgewood Creek- TIRZ – Resolution) (Pouladi)

G. Consider and Act to authorize the purchase of vehicles for fiscal year 2021 to Various Vendors in an amount not to exceed $786,514.60. (Berry)

H. Consider and act to award bid 2020-0044 for asphalt at the unit prices listed to Austin Asphalt, Reynolds Asphalt, and RK Hall. (Berry)

I. Consider and act to authorize the City Manager to execute an amendment to the Construction Manager at Risk Agreement to establish an amendment to the guaranteed maximum price (GMP) for Old Celina Park expansion by and between the City Celina and AUI Partners in the amount of $197,470.90 (Brawner)

J. Consider and act to authorize an agreement for engineering services for the design of improvements to the Beech St for an amount not to exceed $136,000.00. (Glasgow)

K. Consider and act to authorize the execution of an Interlocal agreement by and between the City of Celina and Mustang Special Utility District regarding the exchange of Water and Sewer Certificate of Convenience and Necessity Documents (Brawner)

L. Consider and act upon a contract by and between the City of Celina and TRC Engineering for the design of the reconstruction of some selected roads in downtown with associated water and sewer improvements as part of the City's Annual Street Maintenance Program in the amount of $138,500 . (Glasgow).

M. Consider and act upon a contract by and between the City of Celina and Pacheco Koch for design approximately 3000 linear feet of an 8-inch force main in the amount of $64,880. (Glasgow).

N. Consider and act upon a contract by and between the City of Celina and Pacheco Koch for design approximately 5,200 linear feet of gravity wastewater line ranging in size from 8 to 18inches in the amount of $110,415. (Glasgow).

O. Consider and act upon a contract by and between the City of Celina and Pacheco Koch for design of a new wastewater lift station on Sunset Boulevard in the amount of $139,835. (Glasgow).

P. Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Lockwood, Andrews and Newman, Inc. for Engineering and Surveying Services. (Glasgow)

Q. Consider and act upon a contract by and between the City of Celina and KSA Engineers for the design of the CR 53 and Old Log trail Street improvements in the amount of $142,000 . (Glasgow).

R. Consider and act upon an agreement by and between the City of Celina and Denton County for Fire and Emergency Medical Services. (Metdker)

S. Consider and act upon an agreement between Smiley Water Control and Improvement District Nos. 1 and 2 and the City of Celina related to building permits, inspections and similar development services. (Laumer)

T. Consider and act upon an amendment to a development agreement between Smiley Water Control and Improvement District Nos. 1 and 2, Smiley Rd. Ltd., Green Meadows Communities, Inc., Green Meadows Master Community Inc., Mustang SUD and the City of Celina related to code enforcement services. (Laumer)

U. Consider and act upon an amendment to an interlocal agreement between Smiley Water Control and Improvement District Nos. 1 and 2 and the City of Celina related to fire protection services. (Laumer)

VIII. PUBLIC HEARING/ACTION:

A. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 10: Subdivision Regulations, Article 10.03, Subdivision Ordinance. (Subdivision Ordinance Amendment) (McAfee)

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 29 acre tract of land from Commercial, Office, & Retail Zoning District (C) to Mixed-Use Zoning District (MU), generally located at the northwest corner of Legacy Drive and Frontier Parkway. (NWC Frontier & Legacy - Zoning) (Mohan)

C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance abandoning and vacating an approximately 0.088 acre and a 0.082 acre right-of-way, generally located north of Malone Street and east of the BNSF Railroad. (Northside at Rollertown Alley Abandonment)

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

E. The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-03 Annexation Second Public Hearing) (Mohan)

1) Denton CAD Property ID 52814, being an approximate 15.582 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2; generally located approximately 800 feet south of FM 428 and approximately 1,300 feet east of FM 1385,
2) Denton CAD Property ID 159742, being an approximate 3.919 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3A; generally located south of FM 428 and approximately 2,000 feet east of FM 1385,
3) Denton CAD Property ID 159743, being an approximate 4.082 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2A; generally located approximately 800 feet south of FM 428 and approximately 2,000 feet east of FM 1385,
4) Denton CAD Property ID 524106, being an approximate 14.642 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3B; generally located south of FM 428 and approximately 1,300 feet east of FM 1385,
5) 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,
6) 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,
7) 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,
8) 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,
9) 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,
10) 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,
11) 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,
12) 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,
13) 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,
14) 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,
15) Collin CAD Property ID 1497918, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 19; generally located north of Mark Alexander Court and approximately 1,400 feet west of Kristina Court,
16) Collin CAD Property ID 1497927, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 20; generally located north of Mark Alexander Court and approximately 1,000 feet west of Kristina Court,
17) Collin CAD Property ID 1497954, being an approximate 11.278 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 23; generally located west of the BNSF Railroad and east of Kristina Court,
18) Collin CAD Property ID 1498016, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 29; generally located approximately 1,000 feet west of the BNSF Railroad and north of Kristina Court,
19) 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,

20) Denton CAD Property ID 52737, being an approximate 9.08 acre tract of land in Denton County, Texas, legally described as Abstract No. 791A in the J. Morton Survey, Tract 4A(3); generally located approximately 1,250 feet east of Smiley Road and approximately 500 feet north of Old Dairy Farm Road,
21) Denton CAD Property ID 155336, being an approximate 0.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 3; generally located 1,800 feet east of Smiley Road and approximately 900 feet north of Old Dairy Farm Road,
22) 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,
23) Collin CAD Property ID 1004549, being an approximate 64.4 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 4; generally located west of the BNSF Railroad and south of CR 99,
24) Collin CAD Property ID 1725752, being an approximate 12.6 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 6; generally located east of the BNSF Railroad and approximately 450 feet south of CR 99,
25) 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,
26 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,
27) 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,
28) 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,
29) 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
30) 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.

F. 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: (20-02 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)

1) Collin CAD Property ID 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
2) Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,

3) Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
4) Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
5) Collin CAD Property ID 2510786, being an approximate 8.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 64; generally located west of Custer Road and approximately 400 feet north of Choate Parkway,
6) Collin CAD Property ID 2616659, being an approximate 3.594 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey (Raelene Addition); generally located north of Choate Parkway and approximately 550 feet west of Custer Road,
7) Collin CAD Property ID 2617829, being an approximate 2.954 acre tract of land in Collin County, Texas, legally described as Abstract No. 1030 in the Jonathan Westover Survey, Tract 6; generally located approximately 300 feet south of Choate Parkway and approximately 1,300 feet east of County Road 86, and
8) Collin CAD Property ID 2647903, being an approximate 3.23 acre tract of land in Collin County, Texas, legally described as Abstract No. 779 in the Levin Routh Survey, Tract 12; generally located at southwest corner of Custer Road and Sunset Boulevard, plus, all county road right-of-way adjacent to the above-described property.

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 30 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located approximately 1,650 feet east of Celina Parkway (County Road 52) and approximately 1,000 feet south of Glendening Parkway. (Greenway East – PD Zoning) (Mohan)

H. The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 15 acre tracts of land to Agricultural District (AG), generally located on the north and south sides of Choate Parkway, west of Custer Road, and east of Coit Road. (Greenway East Remainder - Zoning) (Mohan)

IX. ACTION ITEM:

A. Consider and act to authorize the City Manager to an ILA between the City of Celina and Collin County for the award of $1,500,000 Park Grant to be used to purchase 187.44 acres of park property (Brawner)

B. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

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

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

E. Consider and act upon a resolution adopting a Master Fee Chart. (Master Fee Chart Revision Resolution) (McAfee)

F. Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Autumn Sadler for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Supporting Celina Businesses Update and Two29 On The Square – DIP) (Barton).

G. Consider and act upon all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto. (Stovall)

H. Consider and act upon all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto. (Stovall)

I. Consider and act upon approval of canvass documents for the November 3, 2020, General Election results. (Tarrant)

J. Consider and act upon approval of a resolution calling a Run-Off Election for Place 4 on December 6, 2020. (Tarrant)

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 Date Notice Removed

City Secretary, City of Celina, TX

Life Connected.

Mainstreet Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Rebecca Barton, Downtown Development Manager
CC:	Dusty McAfee AICP, Director of Development Services
Date:	November 10, 2020
Re:	TDA President Award Winner Presentation

Action Requested:
Texas Downtown Association President Award Winner Presentation - The Huddleston Building. (Barton)

Supporting Documents:
- Presentation

Staff Recommendation:
N/A

President's Award

Texas Downtown Association

City Council

November 10, 2020

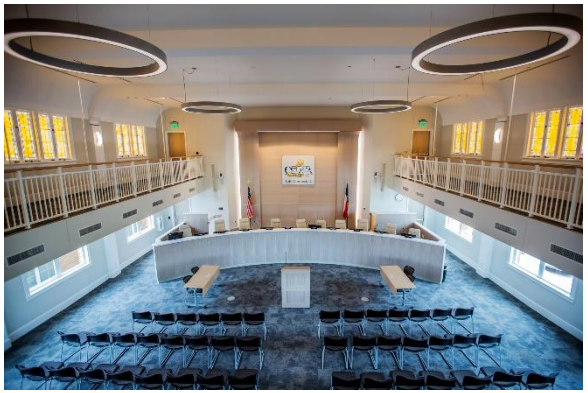
What is the President's Award?

- Texas Downtown Association (TDA) – Nonprofit organization dedicated to Texas downtowns.
- President's Awards Program – Recognizes excellence in design, programs, and people that contribute to the vibrancy of downtown and commercial districts

Texas DOWNTOWN ASSOCIATION

Process

- President Award Submissions for projects completed July 1, 2018- June 30, 2020.
- Celina had two (2) projects selected as award finalists:
  1) **Best Renovation**: City Council Chambers
  2) **Best New Construction**: The Huddleston Building



Congratulations!

- **Gregg Allen** – Building Owner
- **Mike Twichell** – Architect and Builder
- **Huddleston Family** – Celina legacy family
- **Downtown Master Plan** – building meets downtown vision!

Texas DOWNTOWN ASSOCIATION AWARD WINNER

Best New Construction

Under 50,000 Population

HUDDLESTON BUILDING

Celina, TX

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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:	November 10, 2020
Re:	Code Enforcement (Part Two of Two)

Action Requested:
Presentation regarding Code Enforcement (part two of two). (McAfee)

Supporting Documents:
- Staff Presentation

Staff Recommendation:
NA

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

Attachment: Staff Presentation (Code Enforcement (Part Two of Two))

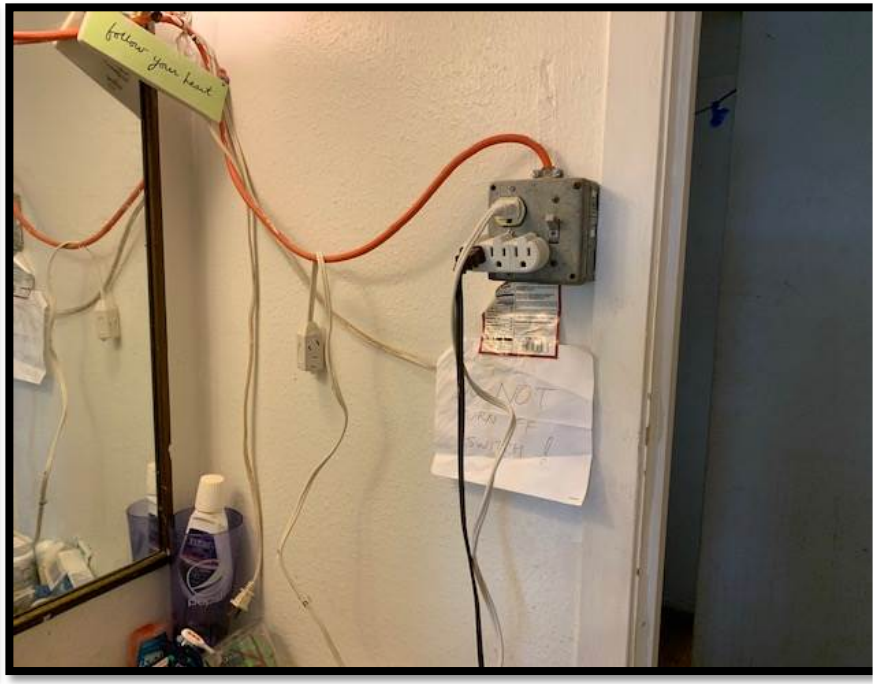
Sustainability Program

- 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)

Attachment: Staff Presentation (Code Enforcement (Part Two of Two))

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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:	November 10, 2020
Re:	Annual Stormwater Management Plan Actions. (Glasgow)

Action Requested:
Discussion regarding annual stormwater management plan actions. (Glasgow)

Staff Recommendation:
N/A

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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, OCTOBER 13, 2020
5:00 PM

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Terry led the pledges of allegiance. Pastor Lykins with First Baptist Church of Celina gave the invocation.

III. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Scenic City Certification Presentation. (McAfee)

Director of Development Services Dusty McAfee announced that Celina has received a platinum level Scenic City certification.

IV. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Parks Strategic Plan update. (Webb)

Executive Director of Public Services Kim Brawner presented the Parks Strategic Plan.

B. Presentation regarding Old Celina Park playground. (Webb)

Director of Engineering Andy Glasgow introduced Lenny Hughes and Justin Marston with Half Associates who presented highlights of the playground components.

C. Presentation regarding downtown building & holiday lighting. (Barton)

Downtown Development Manager Rebecca Barton gave an overview of the project.

D. Presentation regarding live music programming. (Barton)

Downtown Development Manager Rebecca Barton gave an overview of the project.

E. Presentation regarding Two29 Agreement (Weddings on the Square). (Barton)

Downtown Development Manager Rebecca Barton gave an overview of the project.

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

No other items were discussed.

G. Staff Reports

V. OPEN FORUM:

Those present and speaking were:
Ryan Tubbs of 3153 Turkey Creek Trail who read a statement regarding Project Blue Light and support and gave thanks to the Celina Police Department;
Jo Rutt of 1213 Redbud Street who spoke about transparency of city administration, the retirement of Chief Griggs and Assistant Chief Scott. She said she loved the library and parks department;
Dorothy Allan of 306 Palomino Lane who spoke about the brand we've built and the erosion of it, how (city council) can be given a report 24 hours before a vote is taken?, they need evidence from both sides before making a decision, and that evil always manifests itself, we'll find out what's going on;
Jodi Ann Ray of 4004 Preston Lakes Circle who said she appreciates the council's willingness to serve and spoke about the circumstances surrounding the dismissal of our police officers, and wants a professional atmosphere with review of hiring and HR practices;
Tom Bates of 1309 Tidwell Lane who said he is very disappointed in what he's seeing and hearing. We need investigative transparency, information. Criminal activity must be reported, we have an obligation, people not representing with integrity, knowledge of all illegal activity. He would like to see the city manager's resume and the HR resume. He said the whistleblower case will cost the city;
Mayor Terry made a brief statement saying we have a city charter to follow, a process to follow. We want to be transparent. TML is coming in to look at all of our processes.

VI. EXECUTIVE SESSION:

The Celina City Council convened into Executive Session at 5:55 p.m. with City Attorney Lance Vanzant, City Manager Jason Laumer, Assistant City Manager Karla Stovall, and Executive Director of Public Services Kim Brawner.

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 the use of eminent domain to condemn real properties generally described as being located in the Celina Original Donation, JK Rice Survey Abstract Number A0767 and Collin County School Land #14 Survey Abs A0167, generally located either on the east side of South Arkansas Street and north of Ash Street or south of Ash Street and east of South Oklahoma Drive (Brawner)

Reconvene Into Open Session

The city council reconvened into Open Session at 6:14 p.m.

Minutes Acceptance: Minutes of Oct 13, 2020 5:00 PM (Minutes Approval)

B. Consider and act upon a resolution authorizing the use of eminent domain to condemn real properties generally described as being located in the Celina Original Donation, JK Rice Survey Abstract Number A0767 and Collin County School Land #14 Survey Abs A0167, generally located either on the east side of South Arkansas Street and north of Ash Street or south of Ash Street and east of South Oklahoma Drive (Brawner)

(2020-77R)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wayne Nabors, Place 2
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

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

VII. CONSENT AGENDA:

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

A. Minutes Approval:

1. City Council - Regular Meeting - Sep 8, 2020 5:00 PM

B. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2019-39 which adopted and approved the budget for fiscal year beginning October 1, 2019, and ending September 30, 2020, and make appropriations for each department, project and account, by adopting an amended 2019-2020 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

(2020-81)

C. Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

(2020-82)

D. Consider and act upon a resolution of the City of Celina, Texas setting forth locations for future fire and police facilities. (Public Safety Location) (Colakovic)

E. Consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 4: Business Regulations to Create a New Article 4.09 Horse Drawn Carriages. (Carriage Ride Ordinance) (Barton)

(2020-83R)

F. Consider and act upon an amendment to The Cottages development agreement; generally located west of Louisiana Drive and north of J. Fred Smith Parkway. (The Cottages DA Amendment) (Mohan)

G. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 53 acres within the Extraterritorial Jurisdiction, generally located south of Robinson Drive and east of County Road 132. (Future City Park (53 Acres) Annexation Service Agreement) (Mohan)

H. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 10 acres within the Extraterritorial Jurisdiction, generally located west of Celina Parkway, approximately 1,200 feet east of Dallas Parkway, and approximately 1,300 feet north of the future Collin County Outer Loop. (Plagge Tract Annexation Service Agreement) (Mohan)

I. Consider and act upon a Service Agreement for C-3 annexed Property between the City of Celina and the owner of approximately 42 acres within the Extraterritorial Jurisdiction, generally located north of future Glendenning Parkway and approximately 1,200 feet west of Coit Road. (Bellevue (Miller) 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 15 acres within the Extraterritorial Jurisdiction, generally located north of Frontier Parkway (Parvin Road today) and approximately 600 feet east of Smiley Road. (Frontier Mini Storage Annexation Service Agreement) (Mohan)

K. Consider and act upon a resolution of the City of Celina, Texas, determining the costs of Phase 2 improvements to be financed by the Ownsby Farms Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed Phase 2 assessment roll; directing the filing of the proposed Phase 2 assessment roll with the City Secretary; providing for noticing and calling a public hearing for November 10, 2020, to consider an ordinance levying assessments on property located within Phase 2 of the Ownsby Farms Public Improvement District. (Ownsby Farms Phase 2 - PID – Pre-SAP) (Pouladi)

(2020-70R)

L. Consider and act upon approval of an Interlocal Agreement for dispatch services between City of Celina and Collin County. (Metdker)

M. Consider and act upon approval of a Memorandum of Understanding between the City of Celina and Collin County for Point of Dispensing Site Operations. (Metdker)

N. Consider and act upon ratification of an agreement for EMS Medical Control between the City of Celina and Medical City Plano. (Metdker)

O. Consider and act to award bid 2020-0043 for aggregate materials at the unit prices listed to P&K Stone, LLC, Liberty Sand & Gravel, CJA Enterprises, and The Letco Group. (Berry)

P. Consider and act to award bid 2020-0042 for tank inspection, cleaning and repairs at the unit prices listed to U.S. Underwater Services, LLC. (Berry)

Minutes Acceptance: Minutes of Oct 13, 2020 5:00 PM (Minutes Approval)

Q. Consider and act upon a resolution ratifying the city manager or his designee's authority to execute a letter of commitment to transfer funds from the city of Celina's CARES Act Coronavirus Relief Fund (CRF) funding to the Celina Independent School District for the bulk purchase costs of technology and declaring an effective date. (Jenks)

R. Consider and act upon a resolution of the City Council of the City of Celina, Texas finding that a public necessity exists to acquire a real property, 1.00 acres of land, more or less, situated in the Coleman Watson Survey, abstract number 945, and being part of that certain 58.401 acre tract described in deed from Tom Watkins, et us, to Robert S. Folsom, dated April 11, 1984, and recorded in volume 1872, page 844, of the deed records of Collin County, Texas, and part of that certain 0.4997 acre tract described in deed from Danville Water Supply Corporation to Robert S. Folsom and recorded in the said Collin County Deed Records, as more particularly described in exhibit "A"; authorizing the city manager to execute all documents necessary to effectuate the transfer of the property to the city; appropriating funds from a lawful source; and providing for an effective date. (Brawner)

S. Consider and act upon a resolution of the City of Celina, Texas, pertaining to the sale of a certain 0.055 acre to Chris Rutland et al. (Brawner)

T. Consider and act to authorize an agreement for engineering services for Fire Station 3 design with VAI Architects for an amount not to exceed $724,913.00 (Berry)

U. Consider and act to award bid 2020-0041 for janitorial services to AHI Facility Services, Inc., at the unit prices listed. (Berry)

V. Consider and act to authorize the purchase of IT Equipment from Centre Technologies in an amount not to exceed $149,990.00. (Berry)

W. Consider and act to authorize the City Manager to apply for grant funds, enter into a contract and commit local matching funds for the Texas Water Development Board (TWDB) 2020 Non-Urban Outdoor Recreation Grant. (Glasgow)

(2020-78R)

X. Consider and act to authorize the City Manager to enter into a Memorandum of Understanding by and between the DC Ranch HOA and the City of Celina for drainage improvements. (Brawner)

Y. Consider and act upon a resolution authorizing the City Manager to acquire a piece of land, rights of way, drainage line easements, grading easements, slope easements and temporary construction easements in real properties as portions of tracts of land generally described as Tract 1, Tract 2, Tract 3, Tract 4 and Tract 7 located in the William Deavenport Survey Abstract number A0262, Tract 1, Tract 9, Tract 10, Tract 11 and Tract 12 located in the Richard Alderson Survey Abstract number A0007, Tract 1 located in B B B & C Ry Co Survey Abstract number A0133, Creeks of Legacy West Phase 1 Blk A lot 1X, Tract 31,Tract 41, Tract 42, Tract 43, Tract 48, Tract 49, Tract 50, Tract 51, Tract 52 and Tract 55 located in the Cowan Survey Abstract number A0211A, Tract 1 located in W. Philips Survey Abstract A1029A, general located on the east and west sides of CR 6 (Legacy Road) from Honey Creek Way to FM 428 (future Collin County Outerloop) (Brawner)

Z. Consider and act upon an interlocal agreement with the Smiley Water Control and Improvement Districts, Nos. 1 and 2, for fire-fighting services; generally located west of Legacy Drive and north of Parvin Road. (Green Meadows Fire Interlocal Agreement) (Mohan)

AA. Consider and act upon an interlocal agreement with the Smiley Water Control and Improvement Districts, Nos. 1 and 2, for law enforcement services; generally located west of Legacy Drive and north of Parvin Road. (Green Meadows Police Interlocal Agreement) (Mohan)

AB. Consider and act to authorize an inter-local agreement between the City of Celina and Texas Tech University for procurement services. (Berry)

AC. Consider and act to authorize an agreement for construction services with Hill & Wilkinson for phase 2, City Hall remodel an amount of $180,171.00 plus ten percent contingency in the amount of $18,017.10 for a total not to exceed $198,188.10. (Berry)

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 53 acres within the Extraterritorial Jurisdiction, generally located south of Robinson Drive and east of County Road 132. (Future City Park (53 Acres) – Annexation) (Mohan)

(2020-84) Mayor Terry opened the hearing at 6:15 p.m. No public comment was received. The hearing was closed at 6:16 p.m.

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

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 53 acre tract of land to Community Facilities District (CF), generally located south of Robinson Drive and east of County Road 132. (Future City Park (53 Acres) – Zoning) (Mohan)

(2020-85) Mayor Terry opened the hearing at 6:16 p.m. No public comment was received. The hearing was closed at 6:17 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

C. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 10 acres within the Extraterritorial Jurisdiction, generally located west of Celina Parkway, approximately 1,200 feet east of Dallas Parkway, and approximately 1,300 feet north of future Collin County Outer Loop. (Plagge Tract - Annexation) (Mohan)

(2020-86) Mayor Terry opened the hearing at 6:18 p.m. No public comment was received. The hearing was closed at 6:19 p.m.

Minutes Acceptance: Minutes of Oct 13, 2020 5:00 PM (Minutes Approval)

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

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 10 acre tract of land to Dallas North Tollway Overlay District (DNTO), generally located west of Celina Parkway, approximately 1,200 feet east of Dallas Parkway, and approximately 1,300 feet north of future Collin County Outer Loop. (Plagge - Zoning) (Mohan)

(2020-87) Mayor Terry opened the hearing at 6:19 p.m. No public comment was received. The hearing was closed at 6:19 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wayne Nabors, Place 2
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

E. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 42 acres within the Extraterritorial Jurisdiction, generally located north of future Glendenning Parkway and approximately 1,200 feet west of Coit Road. (Bellevue (Miller) - Annexation) (Mohan)

(2020-88) Mayor Terry opened the hearing at 6:20 p.m. No public comment was received. The hearing closed at 6:21 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

F. 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 42 acre tract of land to Single-Family Residential Detached District (SF-R), generally located north of future Glendenning Parkway and approximately 1,200 feet west of Coit Road. (Bellevue (Miller) – Zoning) (Mohan)

(2020-89) Mayor Terry opened the hearing at 6:21 p.m. No public comment was received. The hearing was closed at 6:21 p.m.

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

G. The Celina City Council will conduct a public hearing to consider and act upon an ordinance on the voluntary annexation of approximately 15 acres within the Extraterritorial Jurisdiction, generally located north of Frontier Parkway (Parvin Road today) and approximately 600 feet east of Smiley Road. (Frontier Mini Storage – Annexation) (Mohan)

(2020-90) Mayor Terry opened the hearing at 6:22 p.m. No public comment was received.

Minutes Acceptance: Minutes of Oct 13, 2020 5:00 PM (Minutes Approval)

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

H. 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 15 acre tract of land to Commercial, Office, & Retail District (C), generally located north of Frontier Parkway (Parvin Road today) and approximately 600 feet east of Smiley Road. (Frontier Mini Storage – Zoning) (Mohan)

(2020-91) Mayor Terry opened the hearing at 6:23 p.m. No public comment was received. The hearing was closed at 6:24 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Chad Anderson, Place 6
SECONDER:	Andy Hopkins, Place 3
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

I. The Celina City Council will conduct a public hearing to consider and act upon an ordinance for a Specific Use Permit (SUP) to allow for Senior Living on an approximately 16 acre tract of land, generally located west of Preston Road and approximately 400 feet south of John Campbell Trail. (eVantage Senior Living - SUP) (McAfee)

(2020-92) Mayor Terry opened the hearing at 6:24 p.m. No public comment was made. The hearing was closed at 6:30 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Justin Steiner, Place 1
SECONDER:	Wayne Nabors, Place 2
AYES:	Steiner, Nabors, Hopkins, Roberts, Koehne, Anderson

J. The Celina City Council will conduct a public hearing to consider testimony and act upon a resolution of the City of Celina, Texas authorizing and creating the Northside at Rollertown Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. (Northside at Rollertown - PID Creation) (Pouladi)

(2020-75R) Councilwoman Koehne abstained from voting on item J due to a conflict of interest. Mayor Terry opened the hearing at 6:30 p.m. No public comment was received. The hearing was closed at 6:32 p.m.

Minutes Acceptance: Minutes of Oct 13, 2020 5:00 PM (Minutes Approval)

RESULT:	**APPROVED [5 TO 0]**
MOVER:	Andy Hopkins, Place 3
SECONDER:	Carmen Roberts, Place 4
AYES:	Steiner, Nabors, Hopkins, Roberts, Anderson
ABSTAIN:	Koehne

K. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance accepting and approving a final Wells North Public Improvement District Amended and Restated Service and Assessment Plan – Updated for Neighborhood Improvement Area #4, including the Neighborhood Improvement Area #4 assessment roll; making a finding of special benefit to property within Neighborhood Improvement Area #4 of the Wells North Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Neighborhood Improvement Area #4 assessed property in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Wells North NIA #4- PID Levy) (Pouladi)

(2020-93) Mayor Terry opened the hearing at 6:32 p.m. Roxanne Sheehan with Shupe, Ventura Law, representing the applicant spoke in favor of the assessment ordinance. The hearing closed at 6:35.

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

L. The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-02 Annexation Second Public Hearing) (Mohan)

Mayor Terry opened the hearing at 6:35 p.m. No public comment was received. The hearing was closed at 6:37 p.m.

IX. ACTION ITEM:

A. Consider and act upon approval of Downtown Logo for the City of Celina. (Lynch)

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

B. Consider and act upon a development agreement for eVantage Senior and Assisted Living; generally located west of Preston Road and approximately 400 feet south of John Campbell Trail. (eVantage Senior and Assisted Living Development Agreement) (McAfee)

Minutes Acceptance: Minutes of Oct 13, 2020 5:00 PM (Minutes Approval)

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

C. Consider and act upon an ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2020 (Wells North Public Improvement District Neighborhood Improvement Areas #3 - 4 Project); approving and authorizing related agreements; and providing an effective date. (Wells North NIA #3 & NIA#4- Bond Ordinance) (Pouladi)

(2020-94) Jason Hughes with Hilltop Securities relayed information regarding the bond sale and interest rate received.

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

D. Discussion regarding City Secretary's verification of whether there are sufficient signatures to the petition for annexation of approximately 897 acres, in the extraterritorial jurisdiction; generally located west of Farm To Market Road 2478, south of Katie Court, north of Parvin Road, and east of FM 1385, as described below. (20-03 Annexation Petition Verification) (Tarrant)

City Secretary Vicki Tarrant certified the required percentage of property owner signatures on the petition.

E. Consider and act upon a resolution, accepting the City Secretary's verification of the signatures to the petition for annexation of approximately 897 acres, in the extraterritorial jurisdiction; generally located west of Farm To Market Road 2478, south of Katie Court, 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. (20-03 Annexation Petition Verification Resolution) (Mohan)

(2020-76R)

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

X. ADJOURNMENT:

_____

Sean Terry, Mayor

Minutes Acceptance: Minutes of Oct 13, 2020 5:00 PM (Minutes Approval)

_____
Secretary

_____
Date Minutes Approved

Minutes Acceptance: Minutes of Oct 13, 2020 5:00 PM (Minutes Approval)

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	November 10, 2020
Re:	Neighborhood Vision Book

Action Requested:
Consider and act upon a resolution adopting the Neighborhood Vision Book. (Neighborhood Vision Book) (McAfee)

Background Information:
Refer to the attached resolution for further information.

Supporting Documents:
- Draft Resolution

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2020-__R

A RESOLUTION OF THE CITY OF CELINA AUTHORIZING A NEIGHBORHOOD VISION BOOK

WHEREAS, the City of Celina, Texas ("Celina"), adopted a Strategic Plan in 2018 containing many strategic goals; and

WHEREAS, three of the goals were to "Plan the City", "Enhance quality of life in Celina", and "Beautify and brand Celina"; and

WHEREAS, the Neighborhood Vision Book is intended to function as a guide to future residential developers in order to provide guidance in implementing meaningful open space, creating amenities of value, offering opportunities for outdoor interaction for future residents, enhancing future neighborhoods with quality design, and protecting Celina's heritage as it develops; and

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

Section 1. The recitals contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. The City Council hereby finds that the creation of a Neighborhood Vision Book will set forth a consistent standard of quality throughout the City of Celina community. The Design Guidelines are intended to guide the physical development of residential projects and help enforce that the design remains true to the developed vision and character of the City of Celina.

Section 3. The City Council recognizes that the Design Guidelines are one of several documents providing design guidance and restrictions for Celina by the master developer or developer/builder in undertaking any improvement, alteration, or remodel. These Design Guidelines shall be used in conjunction with other documents relating to the physical development of Celina include but are not limited to the Zoning Ordinance, Engineering Standards, Subdivision Ordinance, Downtown Master Plan, Trails Master Plan, Parks Master Plan, and Comprehensive Plan of the City of Celina, along with International Model Construction Codes and Local Amendments.

Section 4. The City's policy which shall specify the provisions and requirements for the Neighborhood Vision Book is included in Exhibit "A."

Section 5. This Resolution shall take effect immediately from and after its passage and publication as required by law.

Attachment: Resolution (Neighborhood Vision Book)

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 10th day of November, 2020.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

_____
City Attorney
City of Celina, Texas

Attachment: Resolution (Neighborhood Vision Book)

ATTACHMENT "A"
NEIGHBORHOOD VISION BOOK

Life Connected.

NEIGHBORHOOD VISION BOOK

November 10, 2020

Attachment: Resolution (Neighborhood Vision Book)

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Attachment: Resolution (Neighborhood Vision Book)

TABLE OF CONTENTS:

1 Introduction

8 Design of the neighborhood (layout, location, connectivity, grid)

14 Lot Design (setbacks, encroachments, side and rear yards)

18 Open space (typology, location, size, requirements)

36 Perimeter Screening and Buffering (location, setbacks, material)

38 Gifts to the street (types, setbacks, locations)

Attachment: Resolution (Neighborhood Vision Book)

PURPOSE AND INTENT

The purpose of these Design Guidelines is to set forth a consistent standard of quality throughout the City of Celina community. In addition, these Design Guidelines are intended to guide the physical development of residential projects and help enforce that the design remains true to the developed vision and character of the City of Celina.

ORGANIZATION OF DESIGN GUIDELINES

These Design Guidelines are intended to address the built and public realm and include sections related to:

- General development layout, access and visibility
- Open space Requirements
- General lot conditions
- Residential screening and fencing

RELATIONSHIP TO OTHER DOCUMENTS

The Design Guidelines are one of several documents providing design guidance and restrictions for Celina and will be the primary document for use by the master developer or developer/builder in undertaking any improvement, alteration, or remodel. Other documents relating to the physical development of Celina include but are not limited to:

- City of Celina Zoning Ordinance
- City of Celina Engineering Standards
- City of Celina Subdivison Ordinance
- City of Celina Celina Downtown Master Plan
- City of Celina Celina Trails Master Plan
- City of Celina Celina Parks Master Plan
- City of Celina Celina Comprehensive Plan
- International Model Construction Codes and Local Amendments

Attachment: Resolution (Neighborhood Vision Book)

INTERPRETATION

Flexibility in interpretation and innovation is encouraged to create distinct individual Subdivision identities within the common vision for the City of Celina. All deviations from this Vision Book are subject to the approval of the Department of Development Services. Approved waivers/deviations do not set precedent except where provided herein for future Applications.

For purposes of interpretation of these Guidelines, the following provisions apply:

Except as specifically defined herein all words and terms used in this Vision Book shall have their customary dictionary definitions.

- The use of “may” or “should” means permissive, recommended or advised but not mandatory; the use of “shall”, “shall not”, “must,” “will,” “prohibited” or “not allowed” means compliance is mandatory and not voluntary or permissive.
- Where terms or phrases are subject to more than one reasonable interpretation, the more stringent interpretation shall apply.
- Where two or more provisions conflict between what is described in this document, the more specific controls the more general and the more stringent controls the less stringent.
- It is the obligation of the Applicant to request updated copies of the Design Guidelines.

Attachment: Resolution (Neighborhood Vision Book)

The 8 Characteristics of a Great Neighborhood

1. COMPACT, SAFE, AND WALKABLE
   The layout of the community and the design of streets, pathways, trails and open space all contribute to a safe and walkable community. Parks and/or open space shall be located within walking distance of the surrounding homes and at regular walkable intervals within the community.

2. ELEMENTS OF SURPRISE, VARIETY, AND VARIABILITY
   Curved streets, an unexpected view, access to natural corridors, diversity in housing density, form and setbacks create elements of surprise within the community. These spaces provide spaces for impromptu events or neighborhood gatherings.

3. NETWORK OF CONNECTED STREETS AND PEDESTRIAN PATHS
   Streets shall connect to adjacent developments as well as provide a legible pattern for the residents, thus providing connection to the wider city and an easy sense of direction and safety. Open space shall be connected through sidewalks, trails and natural corridors. This provides connectivity to city services such as parks, schools and adjacent developments that contain commercial uses or differing densities.

4. RECOGNIZABLE IDENTITY AND BOUNDARIES
   It is important that projects within a district incorporate elements of that district's identity and vision. It is encouraged that new projects integrate with the surrounding district while maintaining Celina's unique identity. Respecting district boundaries and developing / enhancing these boundaries encourages connectivity to Celina's various districts (including downtown), as well as the City's parks, open space and trail networks.

5. HUMAN SCALE
   A crucial aspect of designing spaces in which people want to live and socialize is the scale. Setbacks from streets, density, sizes of walkways, heights of buildings and tree canopy are important in developing a sense of scale that is appropriate to the density of the district and the resident.

6. ENCOURAGE CHANCE MEETINGS AND PERSONAL PRIVACY
   Part of the excitement of places is the opportunity to run into a neighbor while walking or taking your children to a park. Chance encounters like these increase when there are multiple small places to meet and where the natural private boundaries of the home are respected. The front yard and public sidewalk provide a transition space and should be treated as elements of the entire system to connect from the private/semi-private zone to the public zone.

Attachment: Resolution (Neighborhood Vision Book)

7. CONNECTION TO NATURE
   Providing opportunities to connect to the natural environment is essential in a successful development. Whether it is adjacency to a natural corridor or the implementation of small parks in a neighborhood, these places are integral to creating healthy environments for all ages.

8. DENSITY DEVELOPMENT
   Understanding the impact of density on scale, open space, nature, streets, and walkability is crucial to developing a unified sense of place. Density can be good. When done correctly it provides roof tops, tax base, connectivity, access to nature, quality open spaces, and walkability. An increase in the density permitted (Density Bonus) shall be considered on a case by case basis and at the discretion of the City based on the Future Land Use Plan and Comprehensive Plan. Considerations for “Density Bonuses” should include an increase to the percent of open space and useable open space provided above the required open space percentages. The designs of the open space typologies should incorporate additional features that exceed the mandatory and suggested elements within the open space typologies.

This document focuses on 5 major elements of development that contribute to making a great neighborhood. The icons above are utilized to show which characteristics are impacted the most by the implementation of each element. The 5 elements make up the Table of Contents for this document and are as follows:

1. Design of the neighborhood (layout, location, connectivity, grid)
2. Lot Design (setbacks, encroachments, side and rear yards)
3. Open space (typology, location, size, requirements)
4. Gifts to the street (types, setbacks, locations)
5. Screening (setbacks, location)

Attachment: Resolution (Neighborhood Vision Book)

GENERAL PROJECT LAYOUT

Developments shall take into consideration the project location and provide connections between adjacent residential or commercial developments and natural features.

1. Provide connections to neighboring residential streets.
2. Provide connections to city parks or schools by integrating neighborhood parks near to these elements to create a connected openspace network.
3. Establish right of ways for future city road planning.
4. Create pedestrian and vehicular connections to the wider Celina Community
   - Sidewalks and trails shall connect to existing sidewalks or trails as identified in the Thoroughfare standards or Trail MasterPlan to create walkable connections.
   - Where future trail or sidewalk conditions are planned and not yet built, the developer shall provide a stub out to these systems for future connections.
   - Pathways shall be provided to adjacent developments through natural corridors and/or other trails or sidewalk systems. These trails or sidewalks shall be stubbed out to the edge of the property for future connections.
   - Where possible; provide pedestrian connections from adjacent retail/commercial.
   - All local streets shall have a minimum 7.5' parkway and a 5' walk unless otherwise noted in the City Engineering Standards.

Legend:
- (A) Entrance boulevard
- (B) Connection to neighborhood
- (C) Natural trail network
- (D) Open space
- (E) School
- (F) Sports Field / recreation
- (G) Retail

Verrado Buckeye, AZ

Map data: Google, M

Attachment: Resolution (Neighborhood Vision Book)

THE GRID

The size and layout of the property, topography and adjacent land uses help to influence the type of grid the development utilizes. Both curvilinear and linear grid types promote walkability and safety while preserving connection to natural corridors and view sheds. For the purposes of this document, block length is the length of the block face between two street intersections. Block break is a break within that length measurement where open green space may be located. Residential street length shall not exceed 1200 linear feet without a change in direction as defined in the Thoroughfare Guidelines. Street length is the total length of the street defined by street type in the Thoroughfare Guidelines.

1. Curvilinear grid
   - Streets shall curve to slow traffic, provide enclosed views and enhance the element of surprise in the development and shall relate to the topography or natural elements of the site.
   - This grid is the preferred layout method.
   - Block length is limited to 600 LF without a break in the building layout or street grid.
   - Breaks include block, pocket, or parklet style open space as well as trail corridor connections, alley crossings, or road intersections.

2. Linear Grid
   - A linear grid is to be utilized when creating an urban street typology, smaller patio homes, and town home style products; and to generate a higher density development.
   - Block length is limited to 600 LF without a break in the building layout or street grid.
   - Breaks include block, pocket, or parklet style open space as well as trail corridor connections, alley crossings, or road intersections.

Curvilinear Grid

Linear Grid

Attachment: Resolution (Neighborhood Vision Book)

CUL-DE-SACS

Cul-de-sacs are special components that shall be used in moderation to respond to topography, create open view corridors, or allow for access to parks and open space

- Cul-de-sac length shall not exceed engineering standards.
- Due to the lack of connectivity, the use of cul-de-sacs shall be limited.
- The terminus of cul-de-sacs shall create view corridors, provide access to trails, or other features.
- U-shape street design shall be used instead of cul-de-sacs when adjacent to arterials and collectors.

Overlooking Open Space

Map data: Google, Maxar Technologies

Responding to Topography

Map data: Google, Maxar Technologies

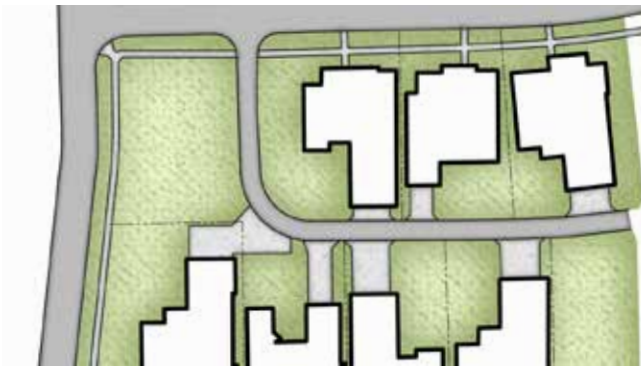
U-shaped Street

Map data: Google, Maxar Technologies

ALLEYS

- Any lot width less than 60' shall have a rear entry garage.
- Alley widths shall meet the City minimum standards
- There are 3 options for setbacks in the Alley:
  1. Fence setbacks shall be a minimum of 3' from back of pavement.
  2. Fence setbacks may be a minimum of 7' from the back of pavement to allow for planting and utilities within the alley.
  3. Garage setbacks for single family detached houses shall be a minimum of 20' from the back of pavement to allow for parking within the drive accessing the alley.
  4. Garage setbacks for duplexes and townhomes shall be a minimum of 7' from the back of pavement.
- Dead end alleys are permitted and will not exceed 100' in length.

Alley Street View Map data: Google, Maxar Technologies



Alley Plan

Attachment: Resolution (Neighborhood Vision Book)

MEWS STREETS

- The mews street pavement shall be a minimum of 24’ in width within a 30’ right-of-way to allow for fire and other emergency vehicles to access the homes from the alley.
- The mews street shall be striped as a fire lane or indicated as a firelane with enhanced paving on the sides. No parking is permitted within the fire lane.
- The maximum mews street length is 600’.
- Dead-ended mews streets and alleys longer than 100’ in length are permitted with fire truck turn around provided.
- Garages shall be set back either a maximum of 20’ to allow tandem parking or 3’ where no parking, tandem, or parallel parking is allowed.
- No side yard shall be paved.
- There shall be a street name associated with the addressing mews. Wayfinding signs that include address numbers shall be provided at the end of the mews to direct emergency access vehicles to the houses facing the mews.
- Mews streets shall be designed to break up the visual width of the street with planting and enhanced paving.
- Fence setbacks shall be a minimum of 7’ from back of pavement.

MEWS COMMON SPACE

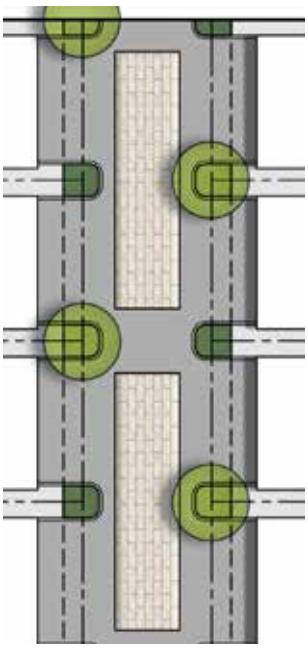
- When adjacent to a street, the common area of the mews shall be a minimum of 40’ in width measured from back of curb to property line of the houses facing the common space. When located between houses, the mews common space shall be measured from property line to property line of houses facing the common space.
- Sidewalks within the common space shall be a minimum of 6’ in width if located at or near the center of the mews or a minimum of 5’ if two sidewalks are provided on each side of the common space.
- Sidewalks shall provide connection to the entrance of the house facing the mews open space.
- Where the Mews Common Space follows the design criteria of a linear openspace, neighborhood park, or parklet park, the common space may be counted toward the useable open space calculation when designated as an HOA x lot.

Map data: Google, Maxar Technologies

Mews Street Striping

Map data: Google, Maxar Technologies

Fence set backs



Mews Street Plan

Attachment: Resolution (Neighborhood Vision Book)

TYPICAL RESIDENTIAL STREET

Residential streets help to set the vision for the development and enhance pedestrian connection within and between developments. Well designed residential streets create a comfortable sense of scale through the use of street trees and pavement width, provide essential connections to nature and parks and provide safe routes to schools and parks. Residential streets shall include the following:

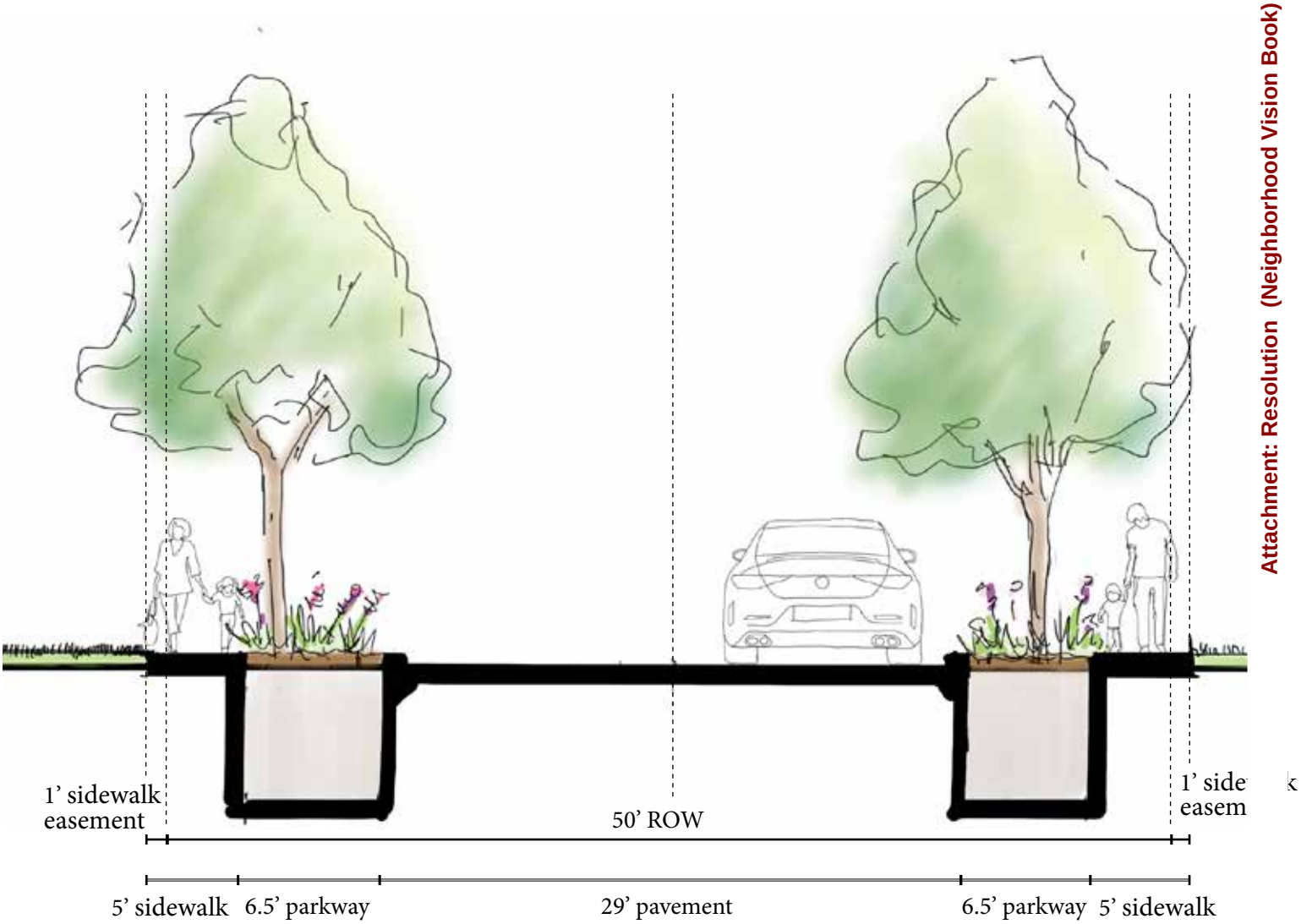
- 50’ Right of way
- 29’ pavement from back of curb to back of curb
- 6.5’ parkway
- 5’ sidewalk with a 1’ easement extending into the front yard of the private lot
- Street trees within the parkway shall be planted 3’ from the edge of sidewalk
- One large tree is required per lot and shall be planted within the parkway
- If a lot is 70’ wide or wider then 2 street trees shall be required per lot and shall be planted within the parkway
- One large tree shall be provided per 30 linear feet of road along the side yard on corner lots and shall be planted within the parkway of the side street

Attachment: Resolution (Neighborhood Vision Book)

PLANTING TREES ON THE LOT

Trees are essential to creating a comfortable sense of place and provide shade and scale to the residential development. In addition to the street tree requirements, the following applies:

- 1 small ornamental tree is required in the front yard of every lot
- 1 large tree is required in the back yard of every lot



Attachment: Resolution (Neighborhood Vision Book)

ENTRY CONDITIONS

These spaces help define the vision for the project and set the visual connection to the City of Celina. Primary entrances shall be enhanced and scaled appropriately to provide a sense of arrival. These elements include:

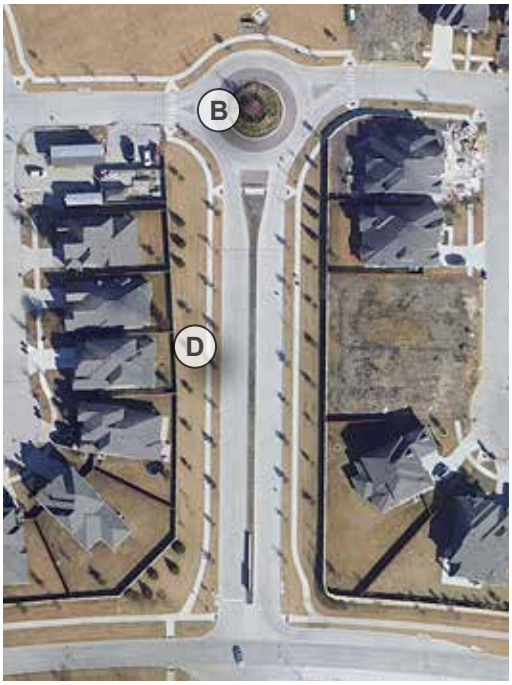
1. Roundabouts at entries
   - Ⓐ Mini roundabouts are encouraged to calm traffic and may be utilized at project entries or other areas of interest in the project.
   - Ⓑ The center of a roundabout shall have enhanced planting and may have a decorative vertical element, such as art or signage, and include Celina branding, located internal to the circle. Decorative walls or other vertical structures may be included in the circle but shall not obscure visibility at the intersection.
2. Divided boulevard entries
   - Ⓒ In order to reduce traffic congestion at entries and provide a nice environment for the development, divided entries with a planted 12' wide minimum median are encouraged.
   - Ⓓ Where divided boulevard entries are not provided or are less than 12' wide, an additional 10' landscape buffer on each side of the entry shall be provided and planted with trees and enhanced planting material.
3. Adjacency of housing
   - Ⓔ No houses shall immediately face the entry street within 150 LF of the intersection with the exterior road.
4. Useable Open Space
   - Ⓕ For houses adjacent to this entry, a 20' minimum landscape buffer shall be provided in the sideyard outside of the fenced area of the lot and shall count toward the useable open space calculation when the following requirements are met:
     - Minimum of 20' wide and minimum 300 SF in size. In order to be counted toward openspace calculations, this space shall be a minimum 20' wide and located outside of the R.O.W., and be designated as an HOA x lot.
     - Provide a pathway connection to the development as well as a current or future connection to a city sidewalk located on the intersecting street.
     - a 5' concrete pedestrian walk is provided with shade trees located at a rate of every one 30' to 40' on center and enhanced landscape is provided at the entries. Trees placement may be designed in straight lines along the walk or may be clustered to reflect a more natural planting design.

Attachment: Resolution (Neighborhood Vision Book)

Divided boulevard

Map data: Google, Maxar Technologies

Mini round-a-bout



Map data: Google, Maxar Technologies

5. Project Signage
   - Project signage shall compliment the project theme while respecting the City of Celina's vision and incorporate Celina branding.
   - The signage should be similar in material and color to the project's screen walls.
   - Text area shall not exceed 45 SF in area and shall not be taller than 2' in height.
   - The sign may be a part of the development's entry structure, screen wall, or be free standing.
   - The maximum height of a free standing entry sign is 16' as measured from the adjacent side walk. Where grade changes occur, including natural grades and berms, the height of the sign with berms or natural grading may be increased to 20'.
   - Architectural elements such as towers, windmills etc. may be taller than the free standing sign and shall be a maximum height of 40'.
   - Signs shall not be located within the right of way and shall not obstruct the view triangle at the intersection.

BAD - difference in material

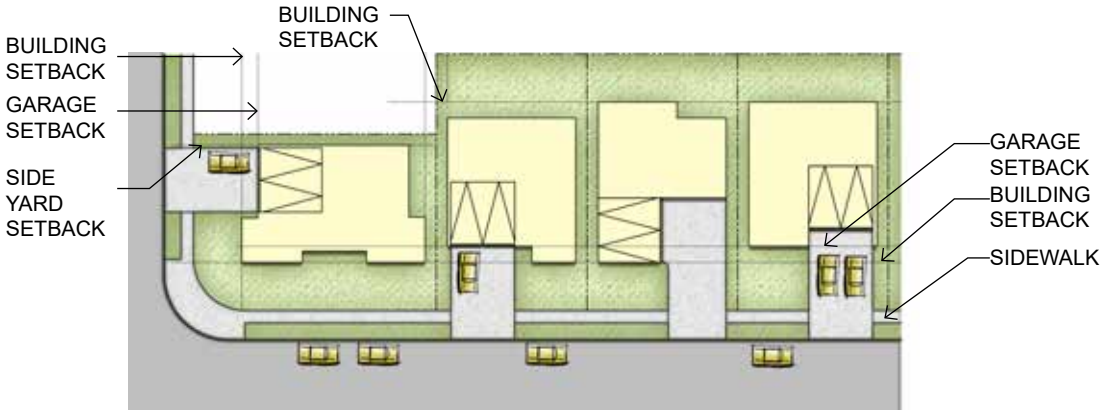
GOOD - consistency in material

Attachment: Resolution (Neighborhood Vision Book)

LOT DESIGN

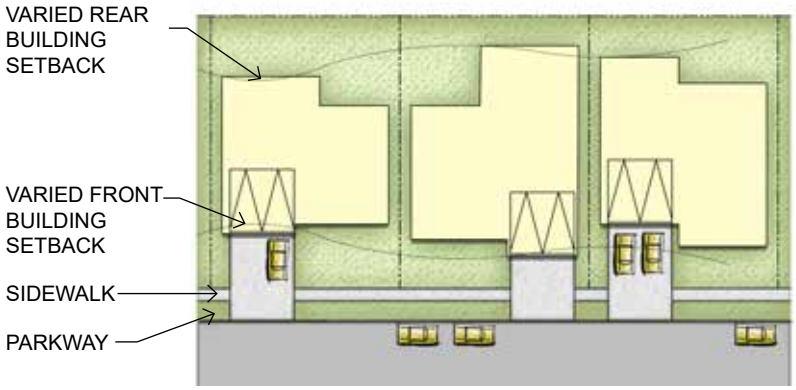
The placement of a house on a lot impacts the safety, function and feeling of the street. In order to encourage friendly environments, the following shall be considered when developing lots.

1. Minimum front yard set backs for single family homes shall following the zoning code unless otherwise stated.
   - Patio homes and/or zero lot line products shall have a minimum front yard setback of 10' and 7' for town homes.
2. Encroachments such as stoops, awnings or balconies above are encouraged (reference Gifts to the Street section of this document for additional information).



Corner Lot & Varied Setback

3. Variable setbacks are permitted and encouraged so long as the minimum setbacks are respected and the maximum setback does not exceed more than 1.5 times the minimum set back allowed.

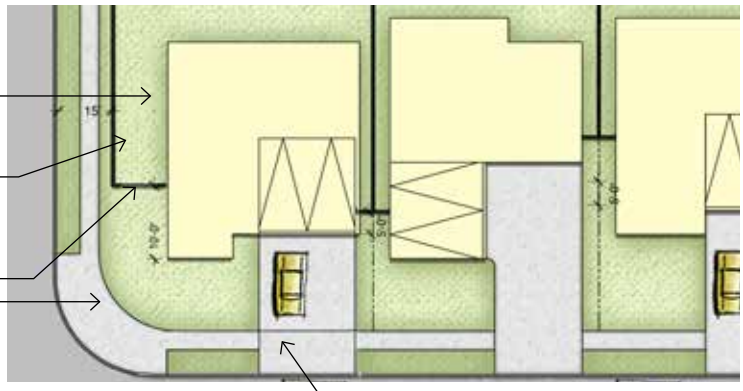


Varied Setback

*Setbacks are measured from lot lines. General setbacks shall comply with zoning ordinance unless otherwise stated above.

Attachment: Resolution (Neighborhood Vision Book)

4. Side yard set back / design adjacent to streets
   - A 15' side yard set back measured from the back of curb shall be provided on corner lots adjacent to streets.
5. Driveways for corner lots shall be located on the opposite side of the house from the adjacent intersection. Suburban lots shall provide only 1 drive cut.



Side Yard Setback

FENCING

Fencing is intended to provide privacy for residents and to screen unsightly elements.

In general, a development is encouraged to utilized open fencing as much as possible. Open fencing may be fully open to view or it may be architecturally accented with a low cheek wall not to exceed 36" in height. The material of open fencing shall be wrought iron in appearance. Chain link fencing material is not permitted.

Fencing Setbacks

- Fencing that faces the primary street shall be set back from the front facade a minimum of 5'.
- On corner lots, the front fence setback shall be increased to 10'.
- On corner lots, side yard fences shall be set back 15' minimum from the curb on the side street.
- Wood fencing shall be installed with the finish side facing the public street. Posts and hardware shall be on the internal side of the fence and not viewed from the public R.O.W.

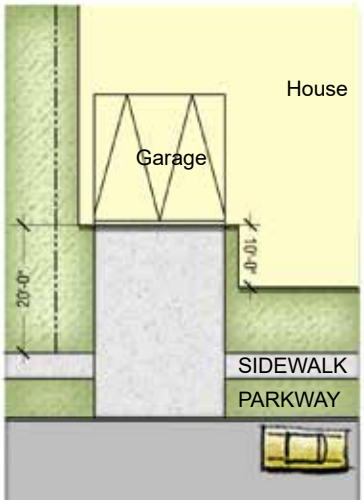
Open fencing

- A minimum 5' tall open fence is required in the side or rear of a lot that is adjacent to an open space, park, utility or natural corridor.

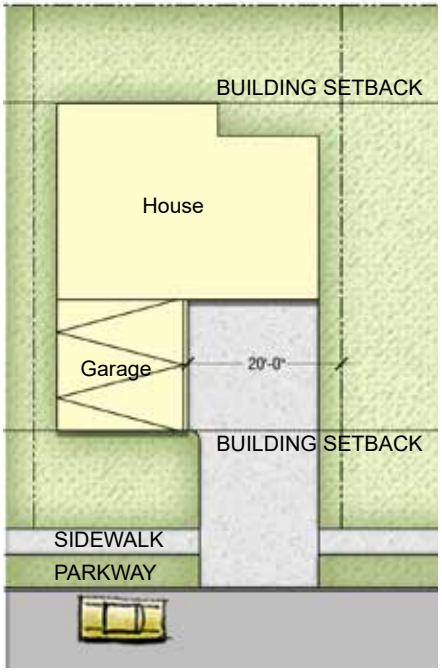
Reference fencing in the City of Celina Zoning ordinance for additional requirements.

Attachment: Resolution (Neighborhood Vision Book)

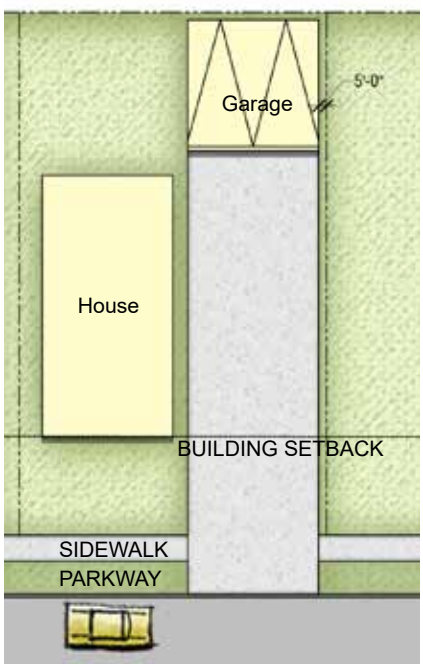
6. Garage setbacks
   - For front loaded garages a minimum setback of 20’ shall be maintained between the garage door and a public right-of-way.
   - Front loaded garages shall not comprise more than 50% of the front building elevation.
   - Front loaded garages may extend up to a maximum of 8’ beyond the front facade according to the general garage placement requirements of the zoning ordinance.
   - All garage doors shall be set back an additional 4” from the facade of the building.
   - J-swing garages shall have a minimum of 20’ from the door face of the garage to the side property line for maneuvering and tandem parking. The side of the garage adjacent to the street may align with the building set back.
   - Detached, front loaded garages placed at the back of the lot with drive access from the primary addressing street are encouraged.
   - Detached garages at the back of lot shall have a minimum side yard setback of 5’. Driveways that access a garage at the back of the lot shall have a maximum pavement width of 12’. Additional paved area for parking 2 cars in front of the garage is permitted. Paved wheel strips with planting or gravel between and pervious pavers are encouraged to reduce impervious surfaces in the development.



Garage Door Diagram



“J” Drive Diagram



Garage in Back Diagram

Attachment: Resolution (Neighborhood Vision Book)

- Garages loaded from a side street may align with building set back on side street as long as a minimum setback of 20' is maintained between the garage door and public R.O.W. or a J-Swing garage entry is utilized.
- For Rear loaded garage set backs refer to the Alleys sectiion of this document.

Side loaded J-Swing

Map data: Google, Maxar Technologies

Side Loaded 20'

Map data: Google, Maxar Technologies

7. Varying lot sizes are encouraged and where applicable lot widths should vary along street frontage.

8. All lots that are located directly across a street from a park/open space shall face or side onto the park/open space, where feasible.

Attachment: Resolution (Neighborhood Vision Book)

open space

PURPOSE

To create usable and practical open space for the neighborhoods and communities of Celina.

Category 1: These requirements do not apply to developments in which the majority of lots are 1 acre or more in size.

Category 2: Developments in which over 85% of the lots range from 1/4 acre in size to 1 acre in size are subject to a 10% openspace requirement, 100% of which is required to be useable openspace.

Category 3:
All other residential developments are subject to 20% open space with a minimum of 50% of that open space being “usable open space”. 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. Increases to the provided useable open space allocation may earn a “Density Bonus” per the approval of the Planning and Zoning Commission.

The type, size, and location of open spaces within the community are just as important as the amount of cumulative open space. Quality open space should provide the opportunity for neighbors to interact in small block size groups to neighborhood gatherings. Each space should have a unique quality and be located within reasonable walking distance of the designated capture group it serves as well as connected to the community’s system of pathways. Openspace shall be measured from the back of right of way and designated as an HOA x lot. Open Space dedication requirements are described in the Celina Subdivision Ordinance.

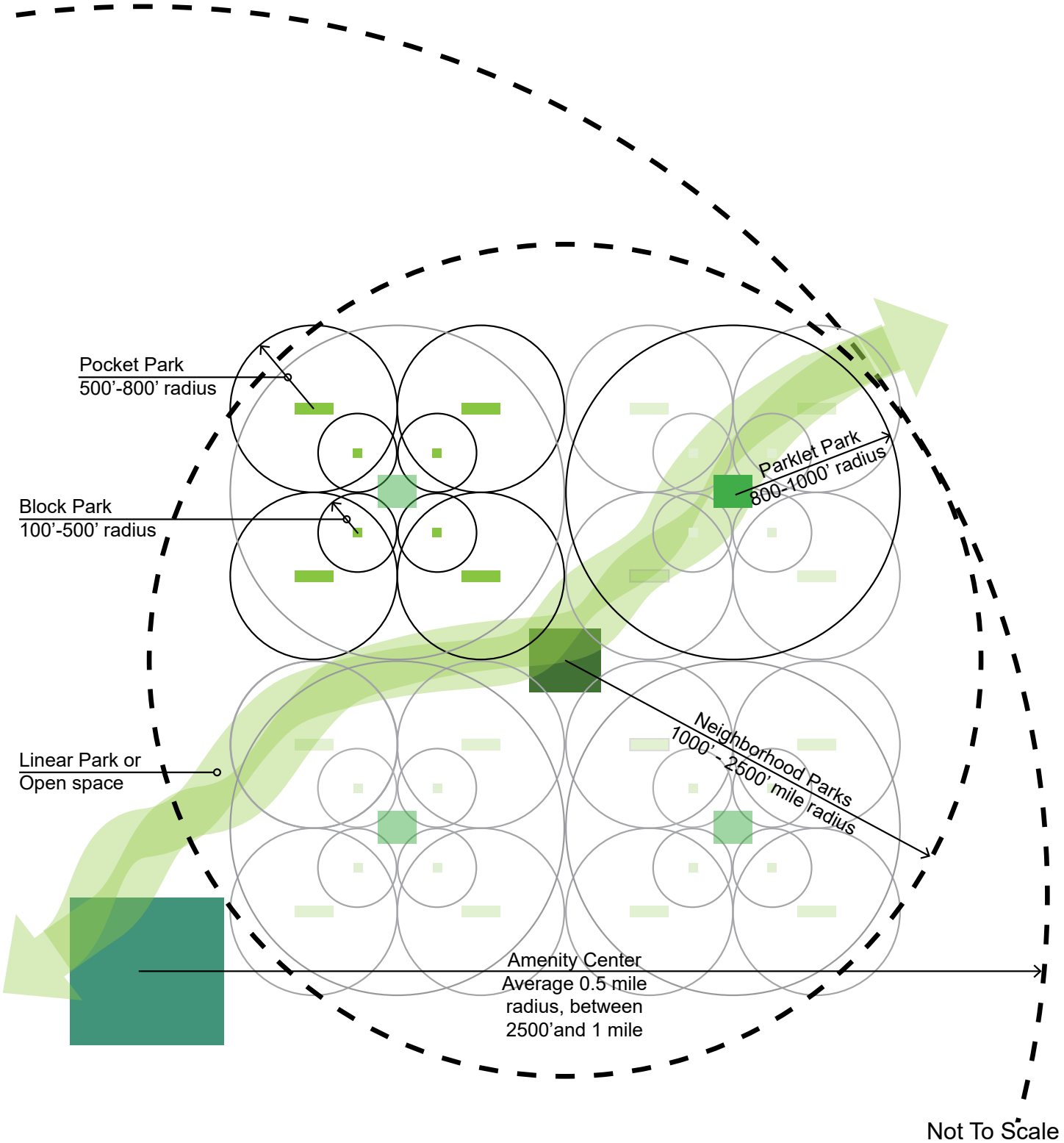
Legend:
- (A) Linear Designed Park
- (B) Parklet Park
- (C) Block Park
- (D) Neighborhood Park
- (E) Park Connections

Celebration

Map data: Google, N

Attachment: Resolution (Neighborhood Vision Book)

OPENSPACE TYPOLOGY DIAGRAM

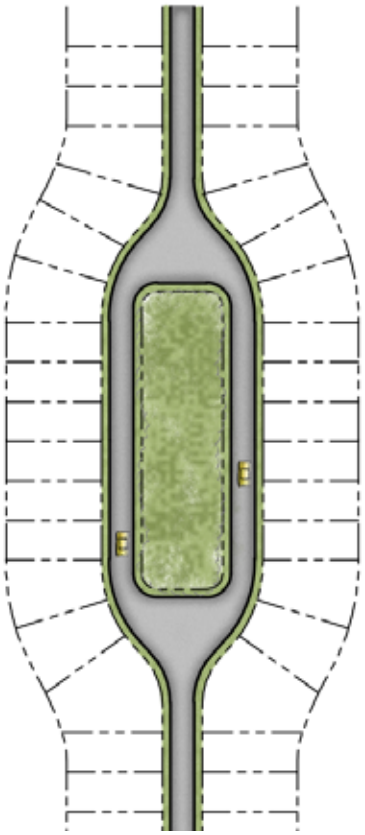


* Circulation and capture zones shall not cross major thoroughfares.

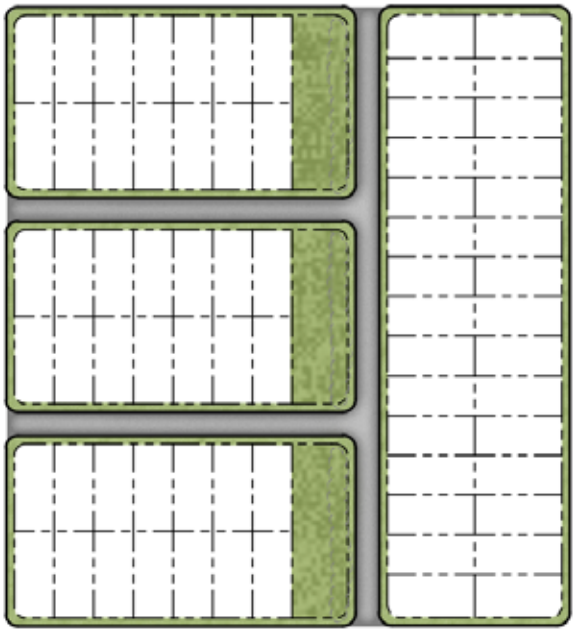
Attachment: Resolution (Neighborhood Vision Book)

open space

Detached “left-over” areas of space that do not fall into one of the following categories and/or do not provide connection from one point to another shall not be considered in the open space calculation. Minimum size of open space is defined by the open space type.



Example A - move open space to center of development



Example B - cluster open space on ends of blocks to create greener streets and areas for block, pocket, or parklet open space

North Las Vegas

Map data: Google, Maxar Technologies

BAD - isolated from development

Celebration, FL

Map data: Google, Maxar Technologies

GOOD - integrated into development

Attachment: Resolution (Neighborhood Vision Book)

OPEN SPACE TYPES

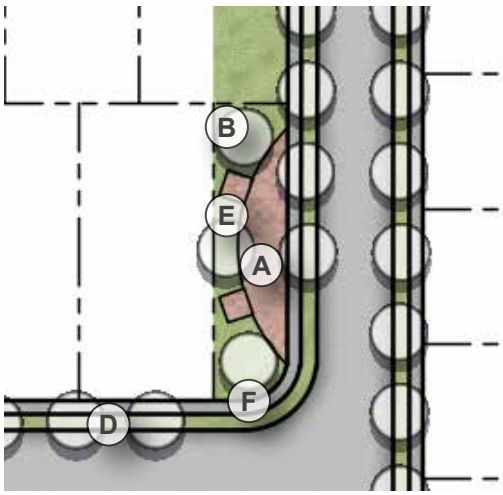
BLOCK PARK - END CAP

Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk

Size: 350 SF minimum
Capture Radius: Central to and walkable for the surrounding 5-10 houses.
# of Users: 5 - 10
Minimum Size Requirements: 15' width at entry point, area shall be contiguous and calculation may include area that is less than 15' wide but contiguous with the block park space.
Mandatory Elements:
- Seating - may be stationary or movable.
- Shade - may be trees or built structure.
- Pathways - may be material other than concrete, asphalt or pavers, shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide.

Additional Elements:
- Community garden plots.
- Community mail boxes - mail box locations shall be shown on the submitted lighting location plan.

Example A



Example A Enlargement

Attachment: Resolution (Neighborhood Vision Book)

BLOCK PARK - MID BLOCK

- Where street length exceeds 600', a mid-block park may be created to serve as a block park.
- Mid-block park depth shall align with the building set back line.
- For lots adjacent to mid-block parks, lot width shall be increased to accommodate for park adjacency.
- Mid-block park shall include area for community mail boxes
- Shade - may be trees or built structure.

Mandatory Elements:

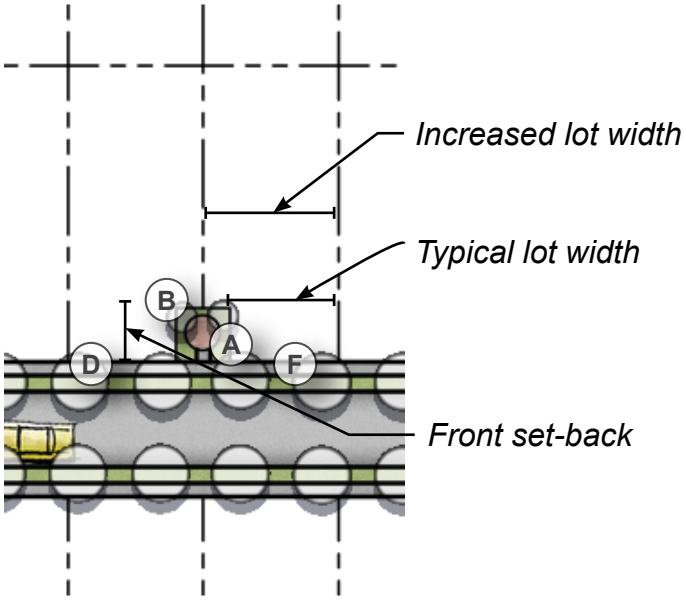
- Seating - may be stationary or movable.
- Shade - may be trees or built structure.
- Pathways - may be material other than concrete, asphalt or pavers, shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide.

Additional Elements:

- Community garden plots.
- Community mail boxes - mail box locations shall be shown on the submitted lighting location plan.

Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk

Example B



Example B Enlargement

Attachment: Resolution (Neighborhood Vision Book)

OPEN SPACE TYPES

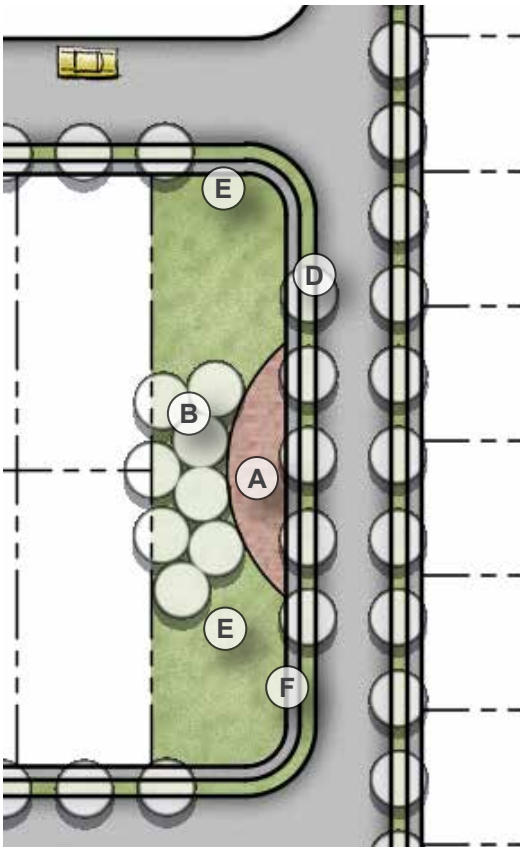
POCKET PARK

Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk

Size: 0.1 - 0.25 Acres
Capture Radius: Walkable for the surrounding 25 houses. May be a lot leave out or trail head to a larger system. May be a plaza for more dense urban products.
# of Users: 10 - 25
Minimum Size Requirements: 2,500 SF min., 20' width at entry point, area must be contiguous and calculation may include area that is less than 20' width but contiguous with the pocket park space. Mid-block pocket parks may be created on blocks greater than 600' in length.
Mandatory Elements:
- Seating - may be stationary or movable and should include a focal point such as a fire pit or planting group.
- Shade - may be trees or built structure.

Additional Elements:
- Pathways - If provided, may be material other than concrete, asphalt and/or pavers, such as decomposed granite. Shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide.
- Tot lot for young children.
- Community gardens.
- Community mailbox -- mail box locations shall be shown on the submitted lighting location plan.
- Outdoor quality games such as bocce ball, corn hole, chess, connect 4, etc.

Example A

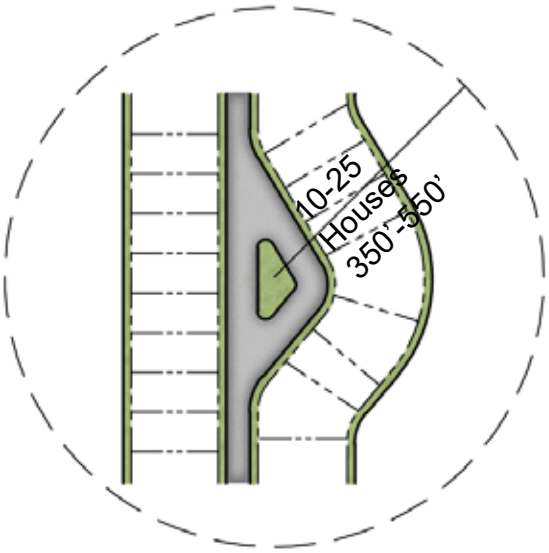


Example A enlargement

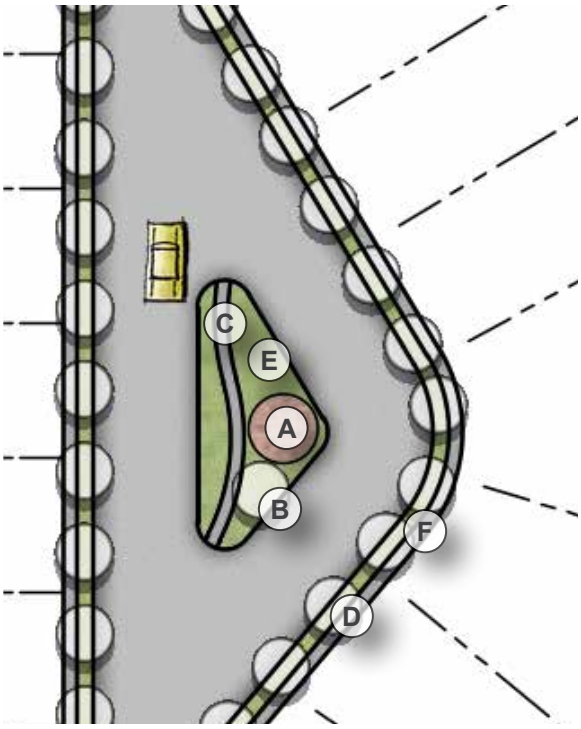
Attachment: Resolution (Neighborhood Vision Book)

POCKET PARK

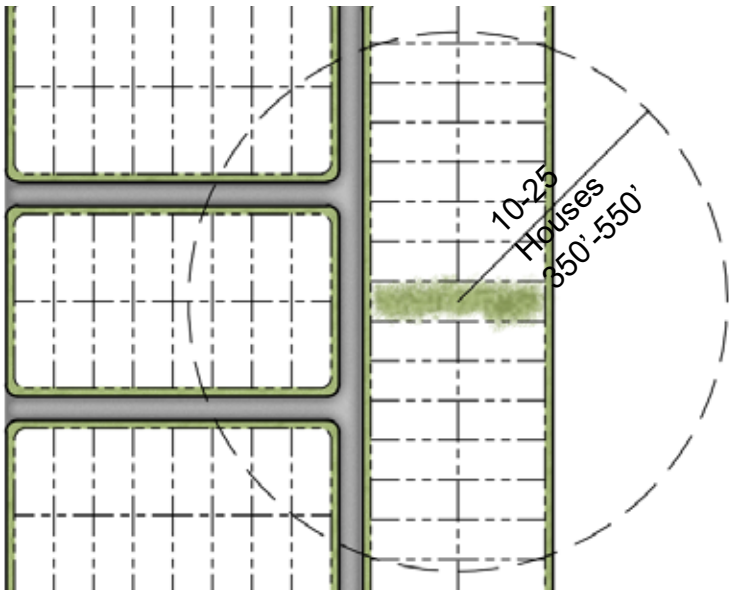
Legend:
- Ⓐ Seating Area
- Ⓑ Canopy Trees
- Ⓒ Pathway
- Ⓓ Parkway Trees
- Ⓔ Lawn
- Ⓕ Neighborhood Sidewalk



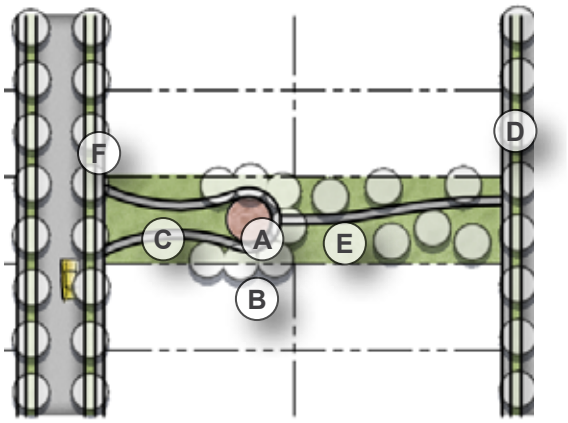
Example B



Example B enlargement



Example C



Example C enlargement

Attachment: Resolution (Neighborhood Vision Book)

OPEN SPACE TYPES

PARKLET PARK

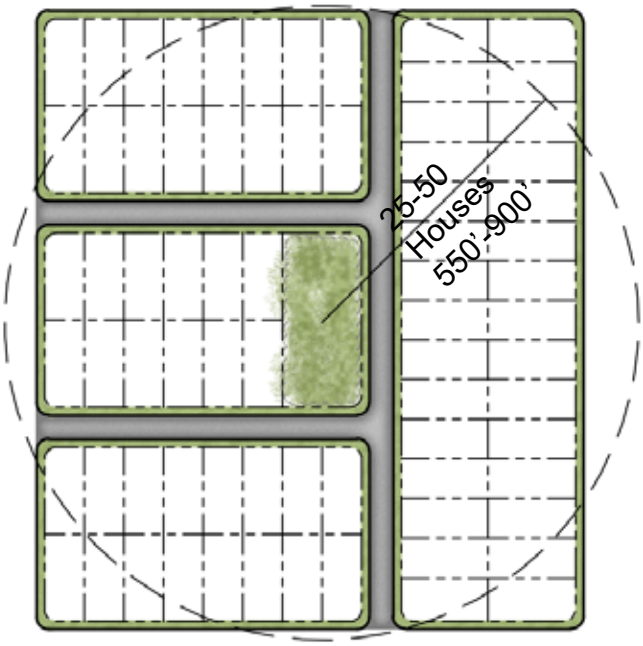
Legend:
- (A) Seating Area
- (B) Canopy Trees
- (C) Pathway
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk
- (G) Play

Size: 0.25 - 1.0 Acres
Capture Radius: Walkable for less than a 5 minute walk
# of Users: 25 - 50
Minimum Size Requirements: 10,000 SF Min., 50' at entry point, area shall be contiguous, and calculation may include area that is less than 50' wide but contiguous with the parklet park space.
Mandatory Elements:

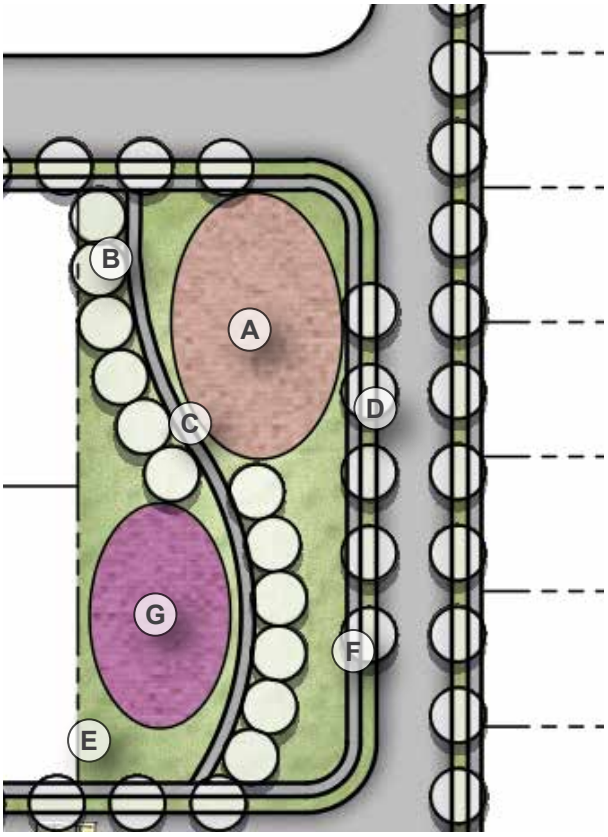
- Seating - may be stationary or movable.
- Shade - may be trees or built structure.
- Pathways - may be material other than concrete, asphalt or pavers, shall be accessible, shall connect to adjacent walks, and shall be a minimum of 5' wide.
- Turf area for neighborhood events.

Additional Elements:

- At least 1 Play area or tot lot shall be provided for every 100 homes and shall be protected from adjacent streets by planting, low wall, or fencing not to exceed 36" in height.
- Community gardens.
- Community mailbox - mail box locations shall be shown on the submitted lighting location plan.
- Outdoor quality games such as bocce ball, corn hole, chess, connect 4, etc.



Example A

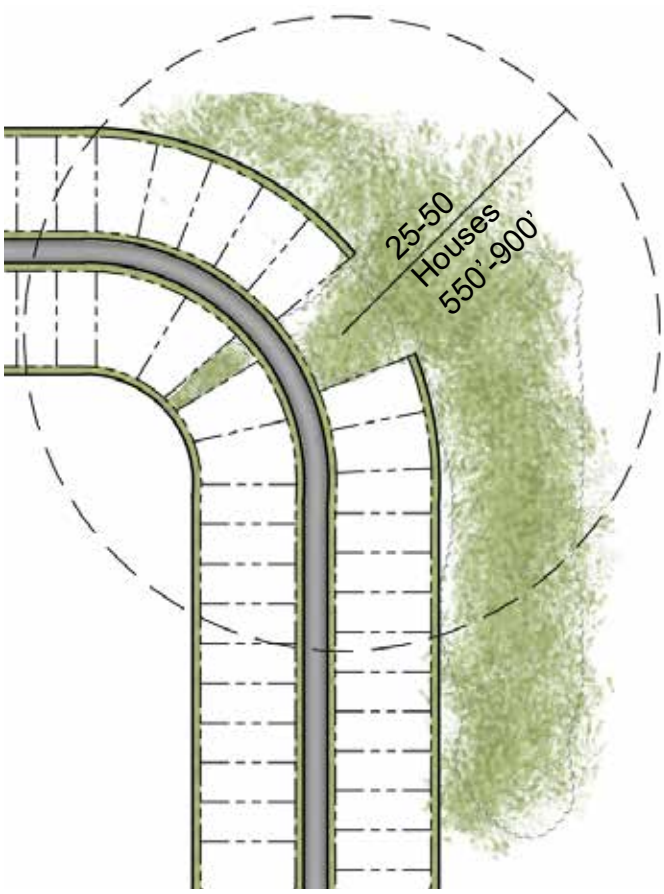


Example A enlargement

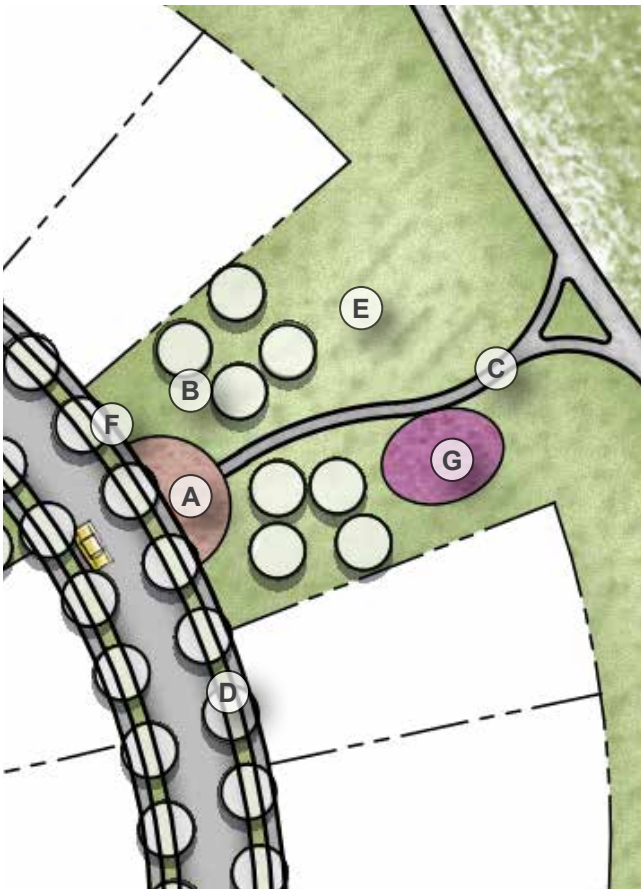
Attachment: Resolution (Neighborhood Vision Book)

PARKLET PARK

Legend:
- Ⓐ Seating Area
- Ⓑ Canopy Trees
- Ⓒ Pathway
- Ⓓ Parkway Trees
- Ⓔ Lawn
- Ⓕ Neighborhood Sidewalk
- Ⓖ Play



Example B



Example B enlargement

Attachment: Resolution (Neighborhood Vision Book)

OPEN SPACE TYPES

NEIGHBORHOOD PARK

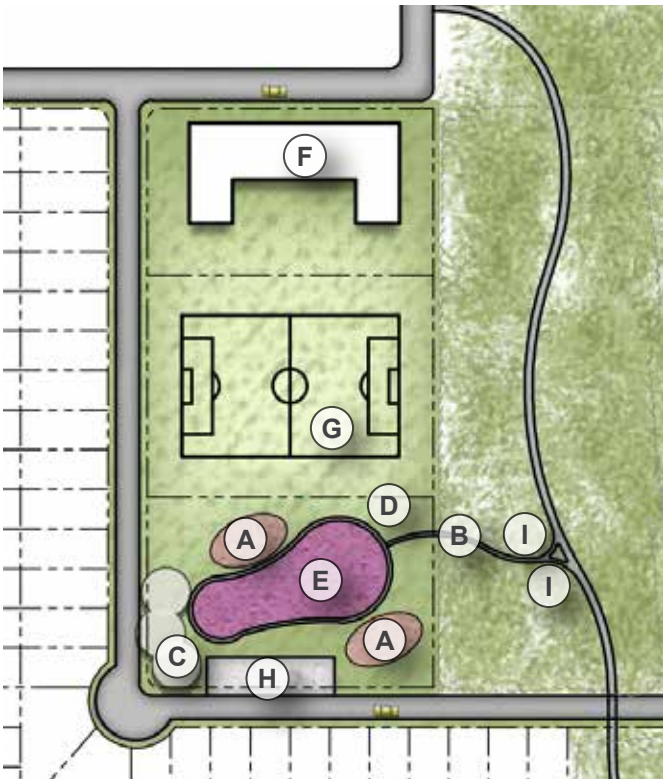
Legend:
- Ⓐ Seating Area
- Ⓑ Pathway
- Ⓒ Canopy Trees
- Ⓓ Lawn
- Ⓔ Play
- Ⓕ School
- Ⓖ City Park
- Ⓗ Parking
- Ⓘ Trail gateway sign

Size: 0.5 - 2.0 Acres
Capture Radius: Centrally located within a 1/4 mile to 1/2 mile distance. Provide multiple neighborhood parks for larger developments. Where applicable, neighborhood parks shall connect to city parks, schools, and/or natural corridors and these elements shall be designed to function well together and form the same space. Neighborhood Park may be surrounded by streets on all sides.
# of Users: 50 - 100
Minimum Size Requirements: 20,000 SF
Mandatory Elements:

- Parking - on-street parking is preferred in order to preserve open space land, off-street is permitted.
- City of Celina trail gateway signage shall be provided where neighborhood parks connect to hike and bike trails.
- Seating - shall have multiple seating areas and options. May include picnic tables, benches and movable seating.
- Shade - required through trees and shade structures.
- Playground - shall include multiple age groups and shall provide opportunities for all inclusive play. The play ground equipment shall have a minimum of 30% shade coverage of the primary equipment measured at noon on June 21. Shade coverage may be provided in the form of shade structure, canopy, or adjacent trees. Metal slides are prohibited.
- Play area - protected from adjacent streets by planting, low wall or fencing not to exceed 36" in height.
- Pathways - shall be provided throughout the park, shall connect park elements, shall connect to a neighborhood system of sidewalks or trails, shall be concrete, shall be accessible, and shall be a minimum of 5' wide.

Additional Elements:

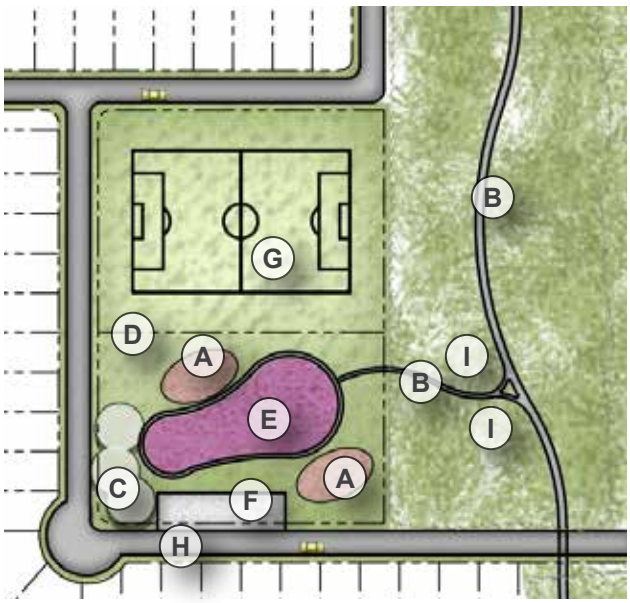
- Picnic areas.
- Additional play areas or fields.
- Swimming pool or splash pad.
- Fountain.
- Gazebo.



Example A (Preferred)

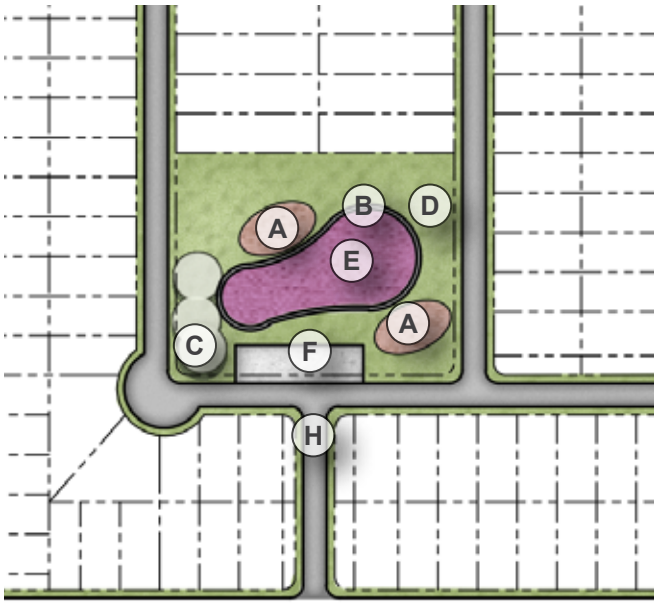
Attachment: Resolution (Neighborhood Vision Book)

NEIGHBORHOOD PARK



Example B (Adjacent to city park)

Legend:
- Ⓐ Seating Area
- Ⓑ Pathway
- Ⓒ Canopy Trees
- Ⓓ Lawn
- Ⓔ Play
- Ⓕ Parking
- Ⓖ City Park
- Ⓗ Primary Street
- Ⓘ Trail gateway sign



- Centrally located and embedded into the community
- Located at terminus of primary or entry streets where possible

Example C (Embedded in development)

Attachment: Resolution (Neighborhood Vision Book)

OPEN SPACE TYPES

AMENITY CENTER

Size: 0.25 Acres +
Capture Radius: Centrally located within a 1/2 mile radius. Where applicable, the amenity center shall be connected to city parks, schools and/or natural corridors through a neighborhood system of sidewalks or trails. An amenity center space shall be provided for developments with over 100 homes less than 1 acre in size. For larger communities, of 300 homes or more, a pool or splash pad and a commercial grade playground shall also be provided. An amenity center shall generally be included as part of the 1st Phase of development, unless otherwise adjusted by an associated development agreement or PD.

# of Users: Varies per programming
Minimum Size Requirements: 20,000 SF
Mandatory Elements:

- Parking - number of spaces to be determined by amenity center program, on-street and off-street parking is permitted and both may count toward required number of spaces.
- Seating - shall have multiple seating areas and options. May include picnic tables, benches and movable seating.
- Building may be open air or conditioned space.
- Shade - required through trees and/or shade structures.
- Playground - shall include multiple age groups and shall provide opportunities for all inclusive play. The playground equipment shall have a minimum of 30% shade coverage of the primary equipment measured at noon on June 21. Shade coverage may be provided in the form of shade structure, canopy, or adjacent trees. Metal slides are prohibited.
- Play area - protected from adjacent streets by planting, low wall, or open fencing not to exceed 36” in height
- Pathways - shall be provided to connect a neighborhood system of sidewalks or trails. Shall be 5’ minimum, concrete, and must be accessible.

Additional Elements:

- Picnic areas.
- Additional play areas or fields.
- Swimming pool or splash pad.
- Fountain.
- Gazebo.
- Community Gardens.
- Outdoor quality games suc as bocce ball, corn hole, chess, connect 4, etc.
- Hammocks.
- Art.
- Commercial Grade Fitness Equipment.

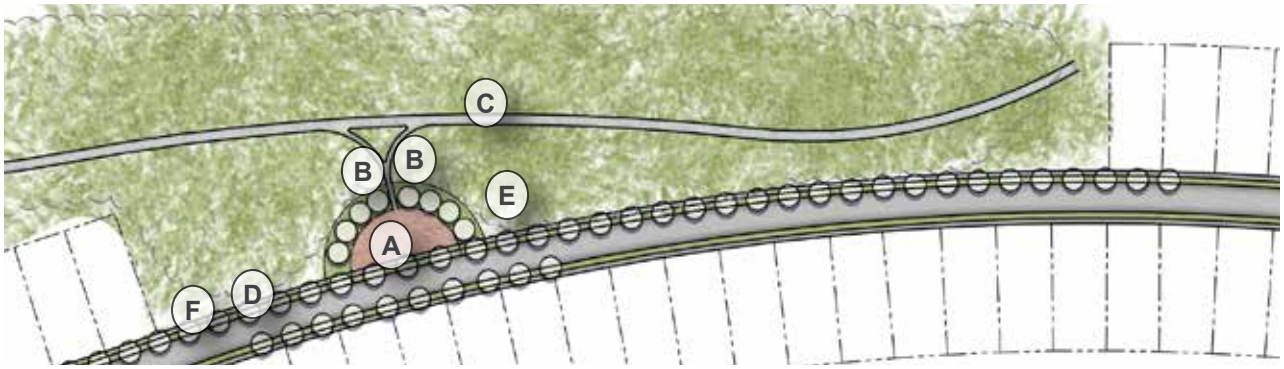
Attachment: Resolution (Neighborhood Vision Book)

OPEN SPACE TYPES

LINEAR PARK

1. **Natural corridors:** Natural corridors that are not integrated into the development shall not be included in the usable open space calculations. In order to be included in the useable open space calculation the, following requirements shall apply:
   - Limit the number of houses that back to the corridor.
   - For lots or streets adjacent to floodplain and creeks, a minimum of 100' or 10% of street length, whichever is greater, shall be single loaded with houses facing the floodplain or creek.
   - A trail head connecting to a community or City of Celina trail system, overlook, pocket park, parklet or neighborhood park must be provided to encourage access to the corridor and increase value to homes facing the corridor. Trail head specification shall follow City of Celina sepcifications.
   - Floodplain and steep slope areas, such as erosion setbacks, may be counted for up to 50% of the total land designated in this type, provided the design meets the following criteria:
     - 10% of the floodplain and/or steep slope area must be physically usable and provide a minimum 10' accessible trail that connects to a City of Celina trail system if one is currently or future planned for the area.
     - The 10% area includes a 10' wide swath on either side of the 10' trail that is to be maintained for visibility and safety.
     - The 10% area includes preservation of natural zones that create view sheds and natural experiences within close proximity to the trail.
     - Additional improvements to the floodplain and steep slopes area are encouraged and may gain additional density credit per the discretion of the Department Development Services.
     - Trail may run parallel to adjacent lots or R.O.W.
     - The 10' trail may intersect with a 10' sidewalk located in the R.O.W.
     - Where additional amenities are included, this park type may overlap or be included as an additional park typology.
     - Trail widths may be larger in the Master Trails Plan. If a trail is defined as a spine trail in the in the Trails Masterplan, the entire width of the trail shall be 12'.

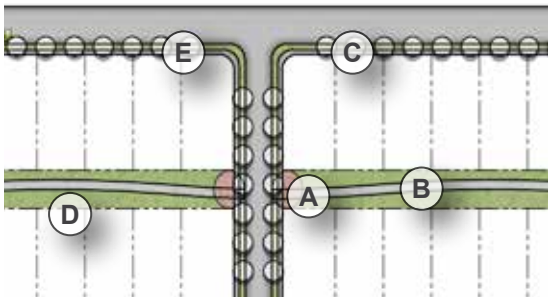
Legend:
- (A) Seating Area
- (B) Trail gateway sig
- (C) Trail
- (D) Parkway Trees
- (E) Lawn
- (F) Neighborhood Sidewalk



Attachment: Resolution (Neighborhood Vision Book)

LINEAR PARK

2. **Utility corridor:** Includes gas, electric, rail and other corridors that are linear in form but restrictive in design elements. These corridors shall be enhanced to the degree that the utility company permits and may be counted toward the open space calculation, provided they are integrated into the development and not treated as “left-over” space. If these spaces are amenitized they may count up to 10% of the useable open space allocation.
   - Provide access to the corridor via road crossings, cul-de-sacs, and peek-a-boos.
   - A minimum 10’ wide concrete trail shall be provided internal to the corridor. The edge of walk shall be at least 5’ away from the back of adjacent property lines.
   - Trail shall meander through the corridor to reduce monotony and increase areas of interest.
   - Enhanced planting areas shall be provided along the trail corridor as permitted by the utility company.
   - Where enhanced planting areas are not permitted, an additional 10’ landscape easement shall be provided on each side of the easement and shall include shade trees at a rate of 1 tree for every 40 linear feet of walk. Trees may be clustered in natural formations, staggered on either side of the walk, or spaced evenly along the walk.
   - Trail heads with accent planting and signage shall be located at street intersections or corridor entry points.
   - Access to the trail shall be permitted from adjacent properties.
   - The rear of the lots adjacent to the utility corridor shall have open fencing.



Legend:
- (A) Seating Area
- (B) Trail
- (C) Parkway Trees
- (D) Lawn
- (E) Neighborhood Sidewalk

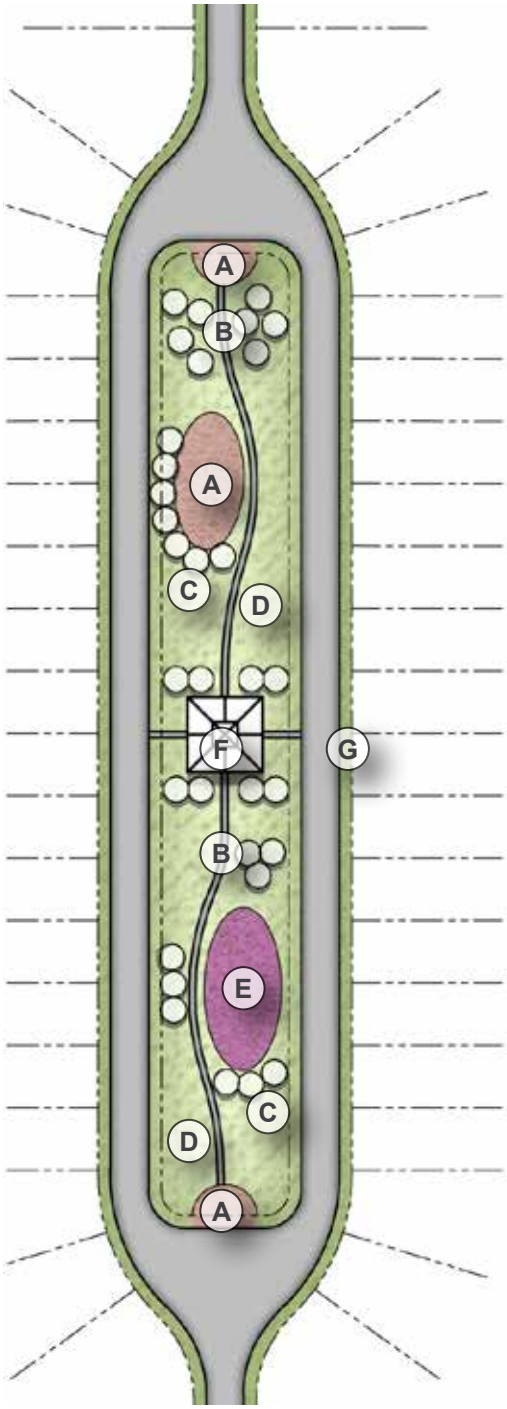
Map data: Google, Maxar

Attachment: Resolution (Neighborhood Vision Book)

OPEN SPACE TYPES

LINEAR PARK

3. **Designed linear park:** These parks are specifically designed to be integrated into the community and connect to the City of Celina trails system.
   - Limit the number of houses that back to this corridor.
   - Where possible, houses front facade shall face on to the park.



Legend:
- Ⓐ Seating Area
- Ⓑ Pathway
- Ⓒ Canopy Trees
- Ⓓ Lawn
- Ⓔ Play
- Ⓕ Shade
- Ⓖ Neighborhood Sidewalk

Celebration, FL

Map data: Google, Maxar Technologies

Mandatory Elements:
- Parking - on-street parking is preferred in order to preserve open space land, off-street is permitted.
- Seating - shall have multiple seating areas and options. May include picnic tables, benches and movable seating.
- Shade - required through trees and shade structures.
- Playground - shall include multiple age groups and shall provide opportunities for all inclusive play.The play ground equipment shall have a minimum of 30% shade coverage of the primary equipment measured at noon on June 21. Shade coverage may be provided in the form of shade structure, canopy, or adjacent trees. Metal slides are prohibited.
- Play area to be protected from adjacent streets by planting or low wall, open fencing not to exceed 36” in height.
- Pathways - shall be provided throughout the park, connect park elements and connect to a neighborhood system of sidewalks or trails. Shall be concrete and must be accessible.

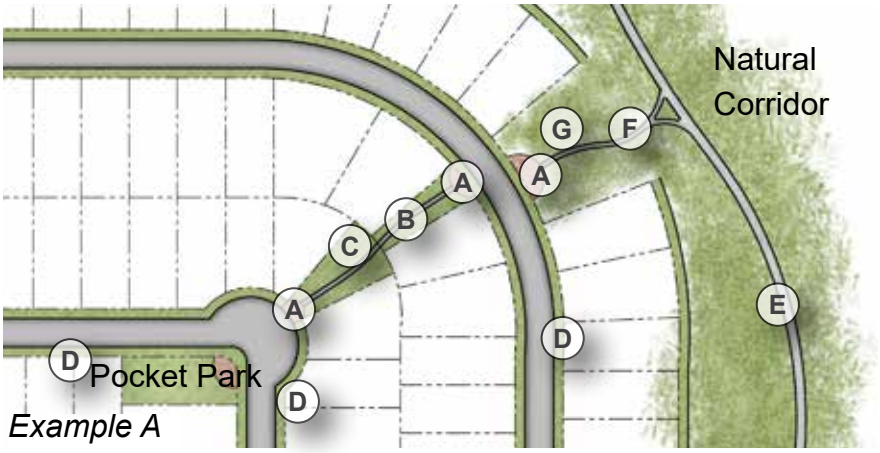
Additional Elements:
- Picnic areas
- Additional play areas or fields
- Fountain
- Gazebo

Attachment: Resolution (Neighborhood Vision Book)

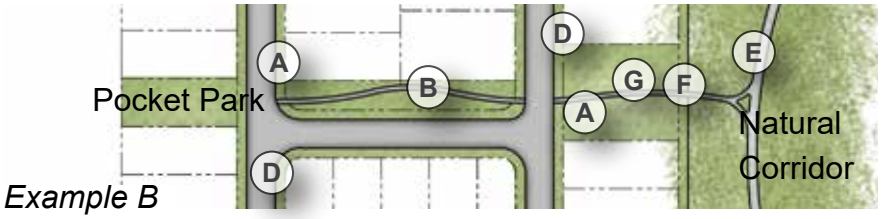
LINEAR PARK

4. **Trail connectors:** These elements are intended to provide safe connection between open space elements, parks and trails, and may be counted as open space if the following is provided:

- Safe and well lit environment.
- Minimum 20’ wide corridor.
- Minimum 6’ wide sidewalk may meander through the space but shall not be closer than 5’ to an adjacent property line.
- Where spine trails are identified on the Trails Master Plan, the trail shall follow the specifications of the Trail Master Plan and shall be a minimum of 12’ in width.
- Internal access connection walks shall be provided and shall be 6’ minimum in width when connecting a trail to a 5’ - 6’ wide neighborhood walk. When connection to a spine trail, this connecting trail shall be increased to 8’ in width.
- Where future trails are not yet built, connecting trails shall be stubbed out to meet future trail build-out.
- Multi-use trails shall follow recommendations of the Trails Master Plan and shall be no less than 10’ in width.
- The area outside of the side walk shall contain 50% enhanced planting other than sod or ground cover. Native grasses and/ or wildflower seeding count toward this calculation.
- Trees or shade along the trail shall be provided to create 50% shade coverage for the walkway.
- Signage at entry - That corresponds with the overall project signage in material and design intent shall follow City of Celina standards and include the following language
  - Identification of trail safety markers as provided by the City of Celina
  - Identification of trail destination or intersection point
  - Identification of trail entrance
  - City of Celina trail gateway signage shall be provided where neighborhood parks connect to hike and bike trails.



Example A



Example B

Legend:
- (A) Trail entry
- (B) 6’ walk
- (C) Planting
- (D) Neighborhood Sidewalk
- (E) 12’ spine trail
- (F) 8’ walk
- (G) Trail gateway sign

Attachment: Resolution (Neighborhood Vision Book)

OPEN SPACE TYPES

DETENTION POND

A detention or retention pond area may count toward open space calculations if they are designed to be used during non-flood events. The useable area of the detention open space shall be located outside of the flooding zone in areas that provide viewing to the pond area. Areas with a 6:1 slope or less may be counted as useable open space if they contain the following:

- Ⓐ Seating with shade.
- Ⓑ Enhanced planting.
- Ⓒ Lighting in the non-flooding zones.
- Ⓓ Coordinated street tree planting with adjacent streets.
- Ⓔ Pathway that provides access to elements in the flooding zone if applicable. Pathway shall be concrete and a minimum of 5' in width.
- Ⓕ Flooding zone may be designed to provide practice fields and neighborhood events in non-flood times.
- Ⓖ Additional improvements may gain a "Density Bonus" per the discretion of the Department of Development Services.

Attachment: Resolution (Neighborhood Vision Book)

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Attachment: Resolution (Neighborhood Vision Book)

SCREENING

In order to mitigate the adjacency of perimeter collector and arterial roadways, the following conditions shall be met:

1. All perimeters of residential subdivisions, including alleys, adjacent to a ROW that is 60' or wider shall provide an HOA landscape buffer with quality landscaping and plantings along with a 6' masonry wall, also owned and maintained by the HOA. The width of landscape buffers, along with associated landscaping and sidewalks, shall be as detailed in the zoning ordinance or subdivision ordinance.
2. Decorative metal fencing (with masonry columns and associated landscaping) may be provided in lieu of the masonry wall along open spaces, floodplains, cul-de-sacs, and U-shaped streets.
3. In lieu of decorative metal fencing outlined in #2 above, berms with associated landscaping and trees may be installed, with slopes appropriate for maintenance and vegetation.
4. Where collectors or arterials are adjacent to floodplains or large expanses of open space, no perimeter screening device is required.
5. Wood fencing is allowed along neighborhood streets within the development, with the smooth side facing out, and with enhanced fencing (cedar, board-on-board with decorative cap) on corner lots and side yard returns between homes.

Attachment: Resolution (Neighborhood Vision Book)

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Attachment: Resolution (Neighborhood Vision Book)

GIFTS TO THE STREET

Gifts to the street are those elements that help to create an environment that encourages neighborhood interaction. These elements may count toward the 4 elements required in the architectural section of the Zoning Ordinance14.04.107 and include but are not limited to:

1. Front porches
   - May encroach into the front setback up to 10' provided there is a minimum 5' of front yard space from the back of side walk to the front facing facade of the porch.
   - May be up to 2'-6" above the elevation of the front yard.
   - Minimum front porch size is 60 SF and shall met the standards set forth in the Subdivision Regulations.
   - Minimum front porch depth is 5'.

2. Front stoops
   - May encroach into the front setback up to 5'.
   - For town homes and patio homes, this distance may be reduced to 3' from the back of sidewalk to the first riser of the stoop .
   - May be up to 2'-6" above the surrounding elevation.
   - May be inset into the building or covered with an architectural feature or awning.

Attachment: Resolution (Neighborhood Vision Book)

3. Architectural accents on the front facade
    - Refer to Section 14.04.107 of the Zoning Ordinance

4. Front gardens
    - The incorporation of enhanced plant material elevates the pedestrian experience along the street. These are highly encouraged to be provided at both the foundation of the home and at the edge of the sidewalk where possible.

5. Elevated front yards
    - Steps from street are encouraged where topography permits.

6. Front yard fences
    - May be viewed as gifts to the street, reference Fencing section in this document.

Architectural accents

Front Gardens

Front yard fence

Elevated front yard

Attachment: Resolution (Neighborhood Vision Book)

Life Connected.

Mainstreet Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Rebecca Barton, Downtown Development Manager
CC:	Jason Laumer, City Manager
Date:	November 10, 2020
Re:	Annie Jack - DIP

Action Requested:
Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Rachel Baty for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Annie Jack – DIP) (Barton)

Background Information:
This item authorizes economic inventive funding for the upgrade of the building at 309 W. Pecan, by Rachel Baty.

The Celina Economic Development Corporation will also contribute towards improvements.

Financial Considerations:
The City will contribute $40,000 towards exterior facade and interior improvement costs of at least $100,000.

Supporting Documents:
- Proposed Agreement

Staff Recommendation:
Staff recommends approval.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
CHAPTER 380—ANNIE JACK DESIGN

This Economic Development Incentive Agreement ("Agreement") is made by and among the City of Celina, Texas (the "City"), Celina Economic Development Corporation (the "CEDC"), and Rachel Baty (the "Developer") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in **Exhibit "A"**, which consists of an approximately 0.0832± acre tract of land in Celina, Collin County, Texas, generally located at 309 W. Pecan Street, Celina, Texas (the "Property").

WHEREAS, the Developer intends to construct on the Property, by remodeling an existing structure, a 1,500 square foot retail shop, more fully described in the submittals filed by Developer with the City, in order to obtain one or more building permits (hereinafter defined as the "Facility"); and

WHEREAS, the Developer has advised the City and the CEDC that a contributing factor that would induce the Developer to construct the Facility would be an agreement with the City and the CEDC to participate in the costs of construction of improvements to the Facility consisting of improvements to the interior and exterior of the building (the "Facility Improvements") through economic development grants and incentives as set forth herein; and

WHEREAS, the City and CEDC desire to encourage new and expanded business enterprises within the City that will add employment opportunities, property tax base and generate additional sales tax and other revenue for the City; and

WHEREAS, the City intends to contribute an amount not to exceed forty thousand and no/100 dollars ($40,000.00) toward the cost of the Facility Improvements; and

WHEREAS, CEDC intends to contribute an amount not to exceed forty thousand and no/100 dollars ($40,000.00) toward the cost of the Facility Improvements; and

WHEREAS, the promotion of new business enterprises and the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to

Attachment: Annie Jack Incentive Agreement Final (Annie Jack – DIP)

promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Developer in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the CEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505, Section 501.103 of the Texas Local Government Code (the "Act" or "Development Corporation Act") authorizes the CEDC to fund expenditures of site improvements and related improvements for projects; and

WHEREAS, the CEDC has determined that the Grant (hereinafter defined) for the Facility Improvements to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a "project," as that term is defined in the Act; and

WHEREAS, the CEDC has determined that making the grant for the Facility Improvements in accordance with this Agreement will further the objectives of the CEDC, will benefit the City and the City's inhabitants, and will promote or develop new or expanded business enterprises and stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Act" or "Development Corporation Act" shall have the meaning ascribed in the Recitals above.

"Agreement" shall have the meaning ascribed in the introductory paragraph above.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such

Attachment: Annie Jack Incentive Agreement Final (Annie Jack – DIP)

Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"CEDC" shall have the meaning ascribed in the introductory paragraph above.

"CEDC Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed forty thousand and no/100 dollars ($40,000.00), to be paid as set forth herein.

"City" shall have the meaning ascribed in the introductory paragraph above.

"City Grant" shall mean an economic development grant to defray a portion of the final verified costs to design and construct the Facility Improvements not to exceed forty thousand and no/100 dollars ($40,000.00), to be paid as set forth herein.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facility Improvements, as the case may be; (ii) all necessary permits for the construction of the Facility Improvements, as the case may be, have been issued by the applicable governmental authorities; and (iii) construction on the Facility Improvements has commenced.

"Completion of Construction" shall mean that (i) construction of the Facility Improvements have been substantially completed, (ii) the City has inspected and accepted the Facility Improvements, and (iii) the City has issued a final certificate of occupancy for the Facility.

"Concept Plan" shall mean the architectural renderings and design plan attached hereto as **Exhibit "B".**

"Developer" shall have the meaning ascribed in the introductory paragraph above.

"Effective Date" shall have the meaning in Article II below.

"Expiration Date" shall mean the date that all Parties have fully satisfied their respective obligations herein.

"Facility" shall have the meaning ascribed in the Recitals above and is generally depicted in the Concept Plan attached as **Exhibit "B"**.

"Facility Improvements" shall have the meaning ascribed in the Recitals above.

Attachment: Annie Jack Incentive Agreement Final (Annie Jack – DIP)

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

"Grants" shall collectively mean (i) the CEDC Grant; and (ii) the City Grant for a total of eighty thousand and no/100 dollars ($80,000.00).

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by the developer or any of its affiliates or related entities.

"Party" shall have the meaning ascribed in the introductory paragraph above.

"Payment Request" means a complete written request from the Developer to the City and CEDC, respectively, for payment of the Grants, accompanied by copies of invoices, bills, receipts and such other information as may reasonably be requested by the City and CEDC, reflecting the final, actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements.

"Property" shall have the meaning ascribed in the Recitals above.

"Related Agreement" shall mean any agreement (other than this Agreement) by and between the City and/or the CEDC and the Developer.

Article II
Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III
Projects

3.1 (a) Facility Construction Timeframe. The Developer shall design and construct, or cause the Facility Improvements to be designed and constructed, in accordance with this Agreement. Developer shall, subject to events of Force Majeure, cause Commencement of Construction of the Facility Improvements to occur not later than May 10, 2021, and subject to

Attachment: Annie Jack Incentive Agreement Final (Annie Jack – DIP)

events of Force Majeure, cause Completion of Construction of the Facility Improvements to occur not later than 12 months after the Commencement of Construction.

(b) Development of the Property. The Developer understands and acknowledges that approval of a site plan, consistent with the Concept Plan attached as **Exhibit "B"**, for the Property by the City is required prior to Commencement of Construction of the Facility Improvements. The Developer shall submit and use diligent, good faith efforts to obtain from the City approval of a site plan, elevations and landscaping plan for the Facility not later than ninety (90) days after the Effective Date. The Facility shall be constructed and operated in accordance with the site plan, building elevations, and landscape plan approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to the Concept Plan. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended. Developer represents that it will spend at least $100,000 on interior and exterior Facility Improvements.

3.2 Facility Improvements Project. (a) Cost Participation. The City agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the City Grant. The CEDC agrees to contribute to the final verified actual costs of the design and construction of the Facility Improvements through the payment of the CEDC Grant. The initial payment of $10,000 of the City Grant and the initial payment of $100,000 of the CEDC Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City and/or CEDC's receipt of the Payment Request; (ii) issuance of permit from the City for improvements. The second payment of $10,000 of the City Grant and the initial payment of $10,000 of the CEDC Grant shall each be paid not later than thirty (30) days after the date the last of the following events to occur: (i) City and/or CEDC's receipt of the Payment Request; (ii) timely Completion of Construction of the Facility; (iii) the date of issuance of a final certificate of occupancy by the City for the Facility Improvements, and (iv) City verification, on behalf of the City and the CEDC, of that the final actual costs incurred and paid by the Developer for the design and construction of the Facility Improvements exceed the amounts listed in Section 3.1(b) herein. The third and final payment of $20,000 of the City Grant and $20,000 of the CEDC Grant shall be paid one year after the date of the initial payments, respectively, if there is an ongoing business operating in the Facility.

(b) Facility Improvement Cost Verification. Following Completion of Construction of the Facility Improvements, but not later than thirty (30) days after Completion of Construction of the Facility Improvements, Developer shall submit to the City and the CEDC the Payment Request accompanied by the receipts, records and invoices for the payment of the costs to design and construction of the Facility Improvements, and such other records as the City and CEDC may reasonably request to verify such the final actual costs are at least $100,000 on interior and exterior Facility Improvements. The City and CEDC shall verify the Expenditure Information within thirty (30) days after receipt thereof and if a Payment Request is incomplete or if other information is necessary to approve a Payment Request, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information

Attachment: Annie Jack Incentive Agreement Final (Annie Jack – DIP)

necessary to verify the Expenditure Information.

Article IV
Conditions to Grant Payments

4.1 The obligation of the CEDC to pay the CEDC Grant and the City to pay the City Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by the Developer, plus each of the terms and conditions set forth below:

(a) Payment Request. Developer shall have timely provided the City and the CEDC with the Payment Request, which includes the Expenditure Information. The City and CEDC are entitled to verify the Expenditure Information before the Grant is paid.

(b) Good Standing. Developer shall not have an uncured breach of this Agreement or a Related Agreement.

(c) Construction. Commencement of Construction and Completion of Construction occur within the time required by this Agreement.

(d) Certificate of Occupancy. Developer shall have timely received a Certificate of Occupancy for the Facility.

(e) Expenditure Information. Developer timely submits the Expenditure Information to the CEDC and the CEDC verifies that Developer incurred costs of at least $100,000 on interior and exterior the Facility Improvements

Article V
Termination

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

(a) by mutual written agreement of all the Parties;
(b) by the City and/or the CEDC, if the Developer defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
(c) by the City or the CEDC, if any Impositions owed to the City or the State of Texas by the Developer shall have become delinquent (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
(d) by the City or the CEDC if the Developer suffers an event of Bankruptcy or Insolvency;

Attachment: Annie Jack Incentive Agreement Final (Annie Jack – DIP)

(e) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

(f) by the City or CEDC immediately if the Developer files any false documentation relating to the Expenditure Information submitted to verify the amount of any Payment Request;

(g) by the City or CEDC, if any applicable building permits required for the Facility or the Facility Improvements and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC and such default is not cured by Developer within thirty (30) days after written notice thereof; or

(h) by the City or CEDC immediately upon the filing by Developer of any lawsuit against the City or CEDC.

5.2 Offsets. If, and only if, Developer is in default under this Agreement beyond any applicable notice and cure periods, the City and/or the CEDC may, at their option, but upon prior written notice to Developer, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the CEDC from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City and/or the CEDC has been reduced to judgment by a court. If the City and/or the CEDC exercise this right of offset, the City and/or the CEDC (as applicable) shall provide Developer with a detailed accounting of funds setting forth: (i) the amounts due under this Agreement, (ii) what portion of those amounts due under this Agreement were used to pay other debts due and payable to the City and/or the CEDC, and (iii) what other debts were paid and in what amounts.

Article VI
Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Developer to receive the Grants shall be personal to the Developer and shall not transfer to the Developer's successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.

6.2 Limitation on Liability. Except for the City and CEDC's obligations to pay the Grants as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility, Facility Improvements and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

Attachment: Annie Jack Incentive Agreement Final (Annie Jack – DIP)

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/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.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

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

If intended for CEDC, to:

Attn: Executive Director
Celina Economic Development Corporation
104 N. Colorado Street
Celina, Texas 75009

If intended for Developer, to:

Attn: Rachel Baty
Annie Jack
3604 Millstone Way
Celina, Texas 75009

6.6 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except a Related Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the

application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin or Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all other Parties.

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

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Consents and Approvals. Unless stated otherwise in this Agreement, whenever a Party is required to consent to or approve of the action of another Party pursuant to Agreement, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the CEDC grant herein and any other funds received by the Developer from the City and/or the CEDC as of the date of such violation within 120 days after the date the Developer is notified by the City and/or the CEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Developer or by a person or entity with whom the Developer contracts.

EXECUTED on this __th day of November, 2020.

Attachment: Annie Jack Incentive Agreement Final (Annie Jack – DIP)

CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

CELINA ECONOMIC DEVELOPMENT CORP.

By:_____
_____, President

RACHEL BATY

By:_____
_____, Developer

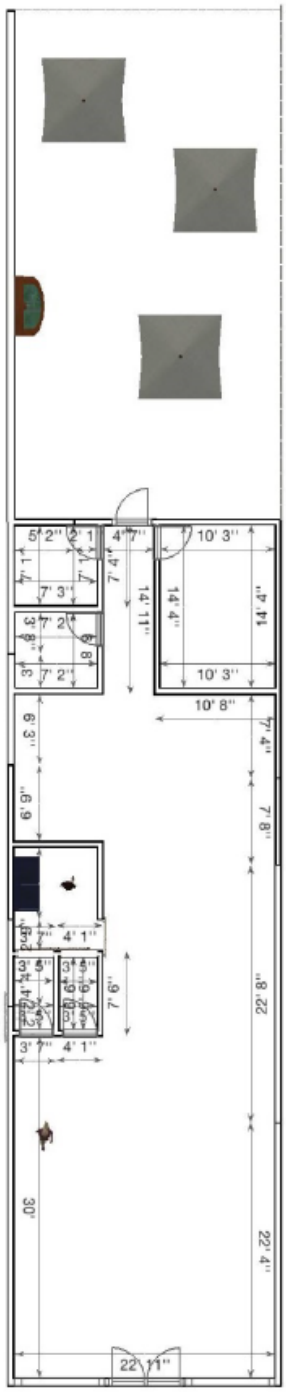
Attachment: Annie Jack Incentive Agreement Final (Annie Jack – DIP)

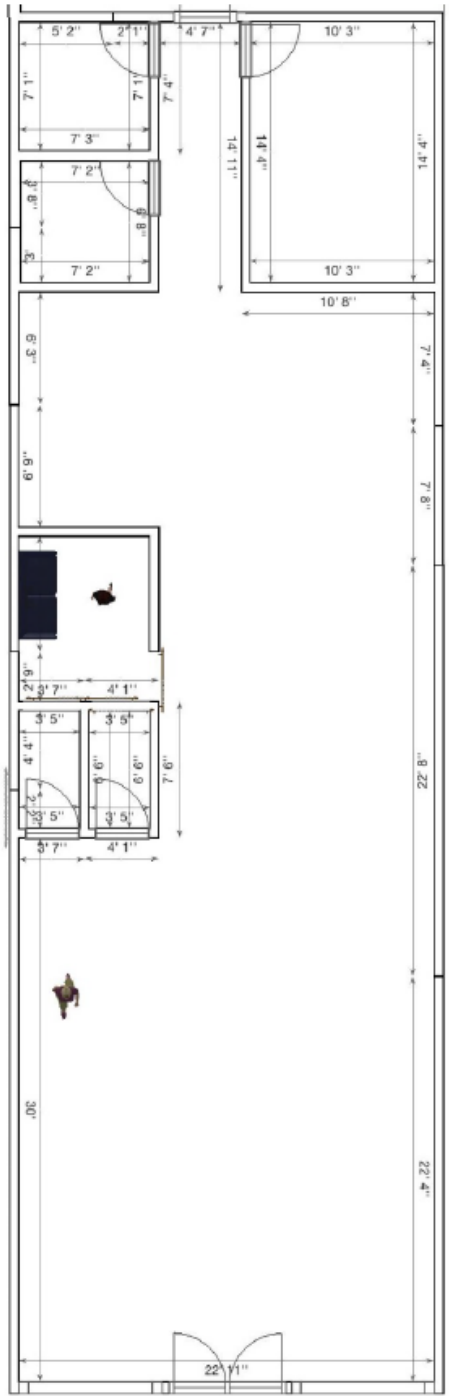
EXHIBIT "A"
Property Description

Being a 0. 0832-acre tract located at Lot 16, Block 14 of the Celina Original Donation.

Attachment: Annie Jack Incentive Agreement Final (Annie Jack – DIP)

EXHIBIT "B"
CONCEPT PLAN





Attachment: Annie Jack Incentive Agreement Final (Annie Jack – DIP)

Life Connected.

Mainstreet Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Rebecca Barton, Downtown Development Manager
CC:	Jason Laumer, City Manager
Date:	November 10, 2020
Re:	Two29 Agreement

Action Requested:
Consider and act to authorize the City Manager to execute a facility use agreement by and between the City of Celina and Two29 On The Square for weddings on the square. (Two29 Agreement) (Barton)

Background Information:
Two29 On The Square is a local events center in downtown. The Facility is regularly reserved for weddings. The business approached the city to conduct wedding ceremonies on the square outdoors, with the reception at the venue. The City retains control over scheduling. Agreement allows Two29 to reserve the square. No streets or sidewalks can be impacted, insurance required, and regulations on use detailed.

Financial Considerations:
Two29 pays a fee for each use.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Proposed agreement
- Workshop Presentation

Staff Recommendation:
Staff recommends approval.

FACILITY USE AGREEMENT

This Agreement is made and entered into by and between the City of Celina, a home-rule municipality located in Collin County and Denton County of the State of Texas, as "City" acting through the Mayor and/or City Manager and S&S Event Rentals, LLC as “Licensee.”

WHEREAS, the City is actively encouraging the development of commercial activity in the City’s downtown business district; per the 2019 Downtown Master Plan; and

WHEREAS, Two29 On The Square and S&S Event Rentals has been an integral part of such development; and

WHEREAS, the City has determined it is in the public interest to further enhance the utilization of the downtown square by making it available to Licensee for holding wedding events contingent upon the fulfillment of the conditions set forth herein; and

WHEREAS, Two29 On The Square has been located and operating in the downtown square since 2018 and by its proximity has an unique capability to utilize the square’s features for the promotion of wedding events with minimal traffic disruption; and

WHEREAS, the city council may at any time in its discretion open this area to similarly situated businesses upon request and consideration.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purpose. This Use Agreement licenses and grants permission to Licensee to exclusively use public property or facilities that are owned or controlled by the City of Celina, hereinafter, "Premises."

2. Event. The City authorizes Licensee to use and occupy the Premises for the event described in the Facility Rental Application attached as "Attachment A".

3. Dates and Schedule. Licensee shall be permitted to use and occupy the Premises on the dates and times described in the Facility Rental Application.

4. Use Fees. Licensee shall pay to the City a use fee as listed in the Master Fee Chart by certified check or other form acceptable to the City. The event is not considered booked until use

Attachment: FINAL Facility Use Agreement - Wedding Venue (Two29 Agreement)

fee is paid.

5. Term. This Agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party.

6. Deposit/Liquidated Damages for Cancellation.

A. At the time the use fee is paid, Licensee shall also pay a security deposit as listed in the Master Fee Chart. The deposit shall be held by the City, without interest accruing, as security to secure full performance of Licensee's obligations including payment of all fees and damages to the Premises. The deposit is not a limitation upon any City claim for damage.

The City may declare a default and Licensee shall pay to the City the security deposit, as liquidated damages for loss of use fees. The above amount of liquidated damages is agreed to be a reasonable forecast of the damages which would be suffered by the City. If no default is declared, the deposit will be returned to Licensee within 30 days of event.

7. Indemnification/Waiver. Licensee shall indemnity and hold harmless the City from any and all claims and expenses for loss or liability made against the City by any person or entity for personal injury or property damage that results directly or indirectly from any act, incident or accident occurring in, upon or about the Premises as a result of the acts, errors or omissions of the Licensee, its agents or event patrons, or arising in connection with the operations, use and occupancy of the Premises by Licensee, its agents or event patrons. Licensee further waives all claims against the City on the account of any loss, damage, injury from whatever cause which may occur to it or its property in the use and occupancy of the premises, the delivery of this waiver being one of the considerations upon which this agreement is accepted.

8. Damage. Licensee shall reimburse the City for all damages to the Premises and City property as a results of the acts, errors or omissions of Licensee, its agents or event patrons.

9. Minimum Support Personnel. If deemed necessary by the City, the Licensee agrees to employ at its sole cost, expense and liability, such minimum security, admission and support personnel as deemed necessary to assure the safety of the event patrons and the Premises.

10. Clean Up. Licensee shall be responsible for restoring the Premises to its original condition. Licensee may place trash in City receptacles but must provide their own additional receptacle for any overflows.

11. Copyright/Trademark. Licensee warrants on its own behalf and on the behalf of any performer or any other person permitted by Licensee upon the Premises, that all material presented, heard or shown has been duly licensed or authorized by the owners of any copyright or trademark.

Licensee acknowledges sole responsibility for payment of any royalty fees and agrees to indemnity and hold harmless the City, their agents and employees for all claims and attorney fees that arise through a trademark or copyright dispute.

12. Concessions and/or Food & Beverage Distribution. Any concessions or food distribution shall be in compliance with all applicable City ordinances. Any distribution of alcohol will require additional insurance and shall be in compliance with Texas State liquor laws and regulations. Licensee will provide proof of all applicable permits to the City prior to the event.

13. Insurance. In all events where alcohol is distributed the Licensee is required to procure and maintain additional liability insurance as listed below. Licensee will provide proof of insurance prior to the event.

(A) Commercial or Comprehensive General Liability with a limit of no less than $1,000,000.00 per occurrence in the annual aggregate for bodily injury, property damage and personal injury including premises and operations, products and completed operations and contractual liability. The City of Celina shall be named as an additional insured.

14. Special Conditions. In connection with the use and occupancy of the Premises, Licensee agrees to comply with any other additional conditions required by the City.

This Agreement is made this__day of_____, 20___.

City of Celina, Texas

By: _____

Title: _____

S&S Event Rentals, LLC

By: _____

Title: _____

Attachment A

Prohibited during use of Weddings on the Square:

- **Petals**
- **Rice**
- **Helium balloons**
- **Confetti**
- **Glitter**
- **Silly string**
- **Smoking**
- **Flames**
- **Stakes in ground**
- **Hay**
- **Any tape, wire, or string attached to city facilities including light pole banners, pavilion, etc.**

Attachment: FINAL Facility Use Agreement - Wedding Venue (Two29 Agreement)

Weddings – Facility Use Agreement

City Council – Work Session

October 13, 2020

Attachment: 20.10.13-Wedding Facility Use-CC WS (Two29 Agreement)

Background

- The City Council formally adopted the Downtown Master Plan in 2019
- Downtown as a Destination was among the key themes of the plan
- Recently, a local downtown business reached out to expand downtown as a destination by providing occasional weddings downtown

Attachment: 20.10.13-Wedding Facility Use-CC WS (Two29 Agreement)

Process

- Staff met with business to discuss vision, best practices and potential facility use agreement.
- The City Staff was consulted including Parks, Events, Main Street, and Legal.

Attachment: 20.10.13-Wedding Facility Use-CC WS (Two29 Agreement)

Proposed Agreement

- With Two29 On The Square, an event center located in Downtown
- Allows business to use premises
- Insurance required
- Includes special conditions to insure best practices with use of space
- Work with city event staff for application and each use
- Fees included in Master Fee Chart

Questions?

- 10-13-20 consent agenda

Attachment: 20.10.13-Wedding Facility Use-CC WS (Two29 Agreement)

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:	November 10, 2020
Re:	Ownsby Farms Phase #2 PID - Miscellaneous Agreements

Action Requested:
Consider and act to authorize the Mayor Pro-Tem to execute a Landowner Agreement, a Phase #2 Direct Improvements Reimbursement Agreement, and a Phase #2 Direct Improvements Construction, Funding, and Acquisition Agreement by and between the City of Celina and CADG Ownsby Farms, LLC, in connection with the Ownsby Farms Public Improvement District. (Ownsby Farms Phase #2 PID – Miscellaneous Agreements) (Pouladi)

Background Information:
Refer to the attached agreements for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Landowner Agreement - CADG Ownsby Farms, LLC
- Reimbursement Agreement
- Construction, Funding, and Acquisition Agreement

Staff Recommendation:
Staff recommends approval.

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of November 10, 2020, between the City of Celina, Texas (the "City"), a home rule municipality of the State of Texas (the "State"), and CADG Ownsby Farms, LLC, a Texas limited liability company ("Landowner").

RECITALS:

WHEREAS, Landowner owns the Phase #2 Assessed Property described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner Parcel") which is located within the Ownsby Farms Public Improvement District (the "District") in the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Phase #2 Direct Improvements (including all exhibits and attachments thereto, the "Phase #2 Direct Improvements Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Phase #2 Direct Improvements Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on each Parcel (excluding Non-Benefited Property) in Phase #2 of the District (as identified in the Service and Assessment Plan**)** that will be used to reimburse the Landowner for the costs of construction the Phase #2 Direct Improvements or pledged as the security for the payment of bonds or other obligations which may be issued for the purpose of paying the costs of constructing the Phase #2 Direct Improvements that will benefit the Phase #2 Assessed Property; and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes**,** include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are within the District, all as shown on **Exhibit I,** and the location and development of the Phase #2 Direct Improvements on the Landowner Parcel and on the property within Phase #2 of the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Phase #2 Direct Improvements Assessment Ordinance; and

(iii) the Phase #2 Direct Improvements Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Landowner's Parcel within Phase #2 of the District, as shown on the assessment roll attached as Appendix H to the Service and Assessment Plan (the "Phase #2 Direct Improvement Assessment Roll");

(ii) the Phase #2 Direct Improvements specially benefit Phase #2 of the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within Phase #2 of the District, as such Assessment is shown on the Phase #2 Direct Improvement Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Phase #2 Direct Improvements Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Phase #2 Direct Improvements

Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of Phase #2 Assessed Property may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as shown on the Phase #2 Direct Improvement Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under State law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that the Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated or upon sale of property in the PID to a party not subject to Assessments.

D. Notice of Assessments. The Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Phase #2 Direct Improvements Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Collin County, as a lien and encumbrance against such Landowner's Parcel, and the Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Collin County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by Landowner of the right, title or interest of Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II.
OWNERSHIP AND CONSTRUCTION OF PHASE #2 DIRECT IMPROVEMENTS

A. Ownership and Transfer of Phase #2 Direct Improvements. Landowner acknowledges that all of the Phase #2 Direct Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City once accepted by and conveyed to the City following construction and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Phase #2 Direct Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Phase #2 Direct Improvements on the property within Phase #2 of the District, to stage on the property within Phase #2 of the District construction trailers, building materials and equipment to be used in connection with such construction of the Phase #2 Direct Improvements and for passage and use over and across parts of the property within Phase #2 of the District as shall be reasonably necessary during the construction of the Phase #2 Direct Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Phase #2 Direct Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Phase #2 Direct Improvements is complete; provided, however, any

such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III.
COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Collin County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments and the priority of the lien related to the assessments as described in this Agreement, or (iii) the construction of the Phase #2 Direct Improvements on those portions of the property within Phase #2 of the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Phase #2 Direct Improvements. Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Phase #2 Direct Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: Attn: City Manager
City of Celina, Texas
142 N. Ohio Street
Celina, Texas 75009

With a copy to: Attn: Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

To the Landowner: Attn: Mehrdad Moayedi
CADG Ownsby Farms, LLC
1800 Valley View Lane
Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: Prahba Cinclair
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication

so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of bonds issued by the City to finance the costs of the Phase #2 Direct Improvements and which are secured by a pledge of the Assessments or any part thereof, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 business days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

I. Landowner hereby verifies that Landowner and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict

economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Landowner and exists to make a profit.

J. Landowner hereby represents that neither the Landowner nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

[Signature pages to follow]

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

Date: _____

CITY OF CELINA, TEXAS

By: _____
Chad Anderson, Mayor Pro-Tem

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2020 by Chad Anderson, the Mayor Pro-Tem of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

LANDOWNER

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 Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Mehrdad Moayedi, 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.

_____
Notary Public, State of Texas

[Signature Page Landowner Agreement]

Attachment: Landowner Agreement (Ownsby Farms Phase #2 PID – Miscellaneous Agreements)

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS CADG OWNSBY FARMS LLC IS THE OWNER OF A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS, BEING THOSE REMAINDER TRACTS OF LAND DESCRIBED BY DEED TO CADG OWNSBY FARMS, LLC AS RECORDED IN INSTRUMENT NUMBER 20150306000243010 OF THE OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTHWEST CORNER OF LOT 9X, BLOCK A, THE HOMESTEAD AT OWNSBY FARMS, PHASE 1, AN ADDITION TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20180420010001740, SAID OFFICIAL PUBLIC RECORDS, BEING IN THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO LFC LAND COMPANY, LLC RECORDED IN INSTRUMENT NUMBER 20120423000464780, SAID OFFICIAL PUBLIC RECORDS;

THENCE N 00°28'06"W, 545.34 FEET, WITH THE WEST LINE OF SAID CADG OWNSBY FARMS TRACT AND SAID EAST LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTHWEST CORNER OF SAID OWNSBY FARMS TRACT, BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY DEDICATION TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20180314000314190, SAID OFFICIAL PUBLIC RECORDS;

THENCE S 89°59'53"E, DEPARTING SAID EAST LINE WITH THE NORTH LINE OF SAID OWNSBY FARMS TRACT AND SAID RIGHT-OF-WAY DEDICATION, AT 1302.21 FEET THE SOUTHEAST CORNER OF SAID DEDICATION, IN ALL 1578.03 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTHEAST CORNER OF SAID CADG OWNSBY FARMS TRACT;

THENCE S 00°32'58"E, 1524.99 FEET, WITH THE EAST LINE OF SAID CADG OWNSBY FARMS TRACT AND THE WEST LINE OF SAID OWNSBY 1880 FARMS TRACT TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT AN ELL CORNER IN THE NORTH LINE OF AFOREMENTIONED LOT 9X, BLOCK A;

THENCE DEPARTING THE WEST LINE OF SAID OWNSBY 1880 FARM TRACT WITH THE NORTH LINE OF SAID LOT 9X,

BLOCK A THE FOLLOWING BEARINGS AND DISTANCES:

> N 48°33'38"W, 699.02 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;
>
> N 67°23'57"W, 305.71 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 54°09'22"W, 685.45 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE S 89°32'02"W, 226.31 FEET, WITH SAID NORTH LINE TO THE POINT OF BEGINNING AND CONTAINING 1,487,869 SQUARE FEET OR 34.157 ACRES OF LAND MORE OR LESS.

TRACT 2

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTHWEST CORNER OF LOT 1, BLOCK C, THE HOMESTEAD AT OWNSBY FARMS, PHASE 1, AN ADDITION TO THE CITY OF CELINA RECORDED IN INSTRUMENT NUMBER 20180420010001740, SAID OFFICIAL PUBLIC RECORDS AND BEING IN THE SOUTH LINE OF LOT 8X, BLOCK C, SAID PHASE 1;

THENCE WITH THE WEST LINE OF SAID OWNSBY FARMS, PHASE 1 THE FOLLOWING BEARINGS AND DISTANCES;

S 00°28'06"E, 410.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHWEST CORNER OF LOT 8, BLOCK C AND BEING IN THE NORTH RIGHT-OF-WAY LINE OF HAY BARN HOLLOW (A 50 FOOT RIGHT-OF-WAY);

S 89°31'54"W, 20.00 FEET, WITH SAID NORTH RIGHT-OF-WAY LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 00°28'06"E, 50.00 FEET, DEPARTING SAID NORTH RIGHT-OF-WAY LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND FOR THE SOUTH RIGHT-OF-WAY LINE OF SAID HAY BARN HOLLOW;

N 89°31'54"E, 20.00 FEET, WITH SAID SOUTH RIGHT-OF-WAY LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTHWEST CORNER OF LOT 1, BLOCK D, SAID PHASE 1;

S 00°28'06"E, 530.63 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHWEST CORNER OF LOT 10, BLOCK D AND BEING IN THE NORTH RIGHT-OF-WAY OF CORNER POST PATH (A 50 FOOT RIGHT-OF-WAY);

THENCE WITH SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING BEARINGS AND DISTANCES:

S 89°31'54"W, 110.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 45°28'06"W, 14.14 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 00°28'06"W, 20.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 89°31'54"W, 50.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 00°28'06"E, 20.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 44°31'55"W, 14.14 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

S 89°31'54"W, 100.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

N 45°28'06"W, 35.36 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND IN THE WEST LINE OF SAID CADG OWNSBY FARMS TRACT, BEING THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO LFC LAND COMPANY II, LLC RECORDED IN INSTRUMENT NUMBER 20120423000464780, SAID OFFICIAL PUBLIC RECORDS, FROM WHICH A 60D NAIL FOUND AT THE SOUTHWEST CORNER OF SAID CADG OWNSBY FARMS TRACT BEARS S 00°28'06"E. 195.42 FEET;

THENCE N 00°28'06"W, 934.55 FEET, WITH SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHWEST CORNER OF AFOREMENTIONED LOT 8X, BLOCK C, THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE DEPARTING SAID COMMON LINE WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 144.03 FEET, THROUGH A CENTRAL ANGLE OF 25°07'16", HAVING A RADIUS OF 328.50 FEET, THE LONG CHORD WHICH BEARS N 76°58'16"E, 142.88 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND;

THENCE N 89°31'54"E, 165.54 FEET, CONTINUING WITH SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 297,812 SQUARE FEET OR 6.837 ACRES OF LAND MORE OR LESS.

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of November 10, 2020 by CADG Ownsby Farms, LLC a Texas limited liability company ("Landowner").

RECITALS:

A. Landowner holds record title to that portion of the real property located in Collin County, Texas, which is described in the attached Exhibit I (the "Landowner's Parcel").

B. The City Council of the City of Celina (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Ownsby Farms Public Improvement District (the "District") by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Phase #2 Direct Improvements Assessment Ordinance") and approved the Service and Assessment Plan included as an exhibit to the Phase #2 Direct Improvements Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in Phase #2 of the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

(a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

(b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Phase #2 Direct Improvements Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Phase #2 of the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

(a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;

(b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;

(c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Phase #2 Direct Improvements Assessment Ordinance by the City Council;

(d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and

(e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Collin County, Texas.

4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Celina, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Celina, _____, Celina, Texas_____.
Your failure to pay the assessment or the annual installments could result in a lien on and the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

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 Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Mehrdad Moayedi, 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.

_____
Notary Public, State of Texas

My Commission Expires:

_____

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit III, the recorded Notice of the Authorization and Establishment of the Ownsby Farms Public Improvement District and the Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Phase #2 Direct Improvement Assessment Roll for such Assessed Parcel (or if the Phase #2 Direct Improvement Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer's contract.

2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT
PHASE #2 DIRECT IMPROVEMENTS REIMBURSEMENT AGREEMENT

This Ownsby Farms Public Improvement District Phase #2 Direct Improvements Reimbursement Agreement (this "Reimbursement Agreement") is executed by and between the **City of Celina, Texas** (the "City") and **CADG Ownsby Farms, LLC**, a Texas limited liability company (the "Developer"), (individually referred to as a "Party" and collectively as the "Parties") to be effective November 10, 2020 (the "Effective Date").

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *updated Ownsby Farms Public Improvement District Service and Assessment Plan*, dated November 10, 2020, as the same may be amended, supplemented, and updated from time to time (the "SAP") approved by Ordinance No. _____ passed and approved by the City Council on November 10, 2020; and

WHEREAS, on June 5, 2015 the City Council passed and approved Resolution No. 2015-26R authorizing the creation of the Ownsby Farms Public Improvement District (the "District") covering approximately 113.548 acres of land described by metes and bounds in said Resolution (the "District Property"); and

WHEREAS, the purpose of the District is to finance public improvements (the "Authorized Improvements") as provided by Chapter 372, Texas Local Government Code, as amended (the "PID Act") that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain Development Agreement dated July 19, 2016 between the Developer and the City (the "Development Agreement"); and

WHEREAS, the District Property is being developed in phases, and special assessments for each phase have been levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, the Phase #2 Direct Improvements (as defined in the SAP) are to be constructed within Phase #2 of the District Property, as described and depicted in the SAP; and

WHEREAS, on October 13, 2020, the City Council passed and approved Resolution No. _____ determining, among other things, the estimated costs of the Phase #2 Direct Improvements; and

WHEREAS, on November 10, 2020, the City Council passed and approved Ordinance No. _____ (the "Assessment Ordinance") which, among other things, approved the SAP (including the Phase #2 Direct Improvement Assessment Roll), levied assessments, and

Attachment: Reimbursement Agreement (Ownsby Farms Phase #2 PID – Miscellaneous Agreements)

established the dates upon which interest on assessments will begin to accrue and collection of assessments will begin; and

WHEREAS, in addition to approving the SAP, the Assessment Ordinance levied assessments against property within Phase #2 (the "Phase #2 Assessed Property") for the Phase #2 Direct Improvements in accordance with the Phase #2 Direct Improvement Assessment Roll attached as Appendix H to the SAP; and

WHEREAS, the Parties have entered into that certain "Ownsby Farms Public Improvement District Phase #2 Direct Improvements Construction, Funding, and Acquisition Agreement" dated as of November 10, 2020 (the "Construction Funding Agreement") for the construction of the Phase #2 Direct Improvements; and

WHEREAS, the SAP established $6,826,666.00 as the cost of the Phase #2 Direct Improvements to be assessed against Phase #2 of the District Property (the "Phase #2 Direct Improvements Costs"); and

WHEREAS, the SAP allocated the Phase #2 Direct Improvements Costs to Phase #2 of the District Property, and the SAP contemplated the allocation of the Phase #2 Direct Improvements Costs among the single family residential lots to be created from the subdivision of the District Property; and

WHEREAS, assessments against lots within Phase #2 of the District ("Phase #2 Direct Improvements Assessments") are reflected on the Phase #2 Direct Improvement Assessment Roll as approved by the City Council; and

WHEREAS, the SAP and the Assessment Ordinance provide, in part, that an assessment or assessments may be paid in full, and if an assessment is not paid in full, it shall be due and payable in Annual Installments plus interest for a period of 30 years or until the assessment is paid in full; and

WHEREAS, all revenue received and collected by the City from the collection of the Phase #2 Direct Improvements Assessments and Annual Installments (excluding Delinquent Collection Costs, and Administrative Expenses) (the "Phase #2 Direct Improvements Assessment Revenue") shall be deposited as required by the PID Act or as otherwise provided by indenture authorizing the issuance of the Future Phase #2 Bonds (as defined below) into an assessment fund that is segregated from all other funds of the City (the "Phase #2 Direct Improvements Assessment Fund", which term shall include a fund created in an indenture authorizing the issuance of the Future Phase #2 Bonds); and

WHEREAS, the Phase #2 Direct Improvements Assessment Revenue deposited into the Phase #2 Direct Improvements Assessment Fund shall be used to reimburse Developer and its assigns for the Phase #2 Direct Improvements Costs advanced by the Developer in an amount not to exceed $6,826,666.00 plus interest; and

Attachment: Reimbursement Agreement (Ownsby Farms Phase #2 PID – Miscellaneous Agreements)

WHEREAS, the Parties agree that this Reimbursement Agreement supersedes and replaces any prior Phase #2 agreements (whether written or oral) including any amendments to those prior Phase #2 agreements between the Parties regarding the subject matter hereof; and

WHEREAS, the obligations of the City to use the Phase #2 Direct Improvements Assessments hereunder is authorized by the PID Act;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.

2. Strictly subject to the terms, conditions, and requirements and solely from the Phase #2 Direct Improvements Assessment Revenues as herein provided, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to the actual costs of the Phase #2 Direct Improvements paid by the Developer for the Phase #2 Direct Improvements Costs that were within budgeted costs, or authorized overrun costs, that were paid by the Developer plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until September 1, 2051 (the "Maturity Date"), and which shall be reimbursed to the Developer and its assigns in a principal amount not to exceed $6,826,666.00 (the "Reimbursement Amount"), plus interest accrued, as hereinafter provided. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the "Phase #2 Direct Improvements Assessment Fund." The Reimbursement Amount is payable from monies to be deposited in the Phase #2 Direct Improvements Assessment Fund as described below:

    a. The Reimbursement Amount is payable solely from: (i) the Phase #2 Direct Improvements Assessment Revenue received and collected by the City and deposited into the Phase #2 Direct Improvements Assessment Fund; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City) of one or more series of bonds (the "Future Phase #2 Bonds") issued by the City and secured by the Phase #2 Direct Improvements Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Phase #2 Direct Improvements Assessment Revenue shall be received, collected and deposited into the Phase #2 Direct Improvements Assessment Fund subject to the following limitations:

Attachment: Reimbursement Agreement (Ownsby Farms Phase #2 PID – Miscellaneous Agreements)

i. Calculation of the Phase #2 Direct Improvements Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the SAP and the Assessment Ordinance.

ii. Until such time as Future Phase #2 Bonds are issued, the Phase #2 Direct Improvements Assessments shall accrue interest at the rates set forth in this Section 2. Interest shall continue on the unpaid principal amount of the Phase #2 Direct Improvements Assessments for a Lot for the earlier of 30 years or until the Phase #2 Direct Improvements Assessments for such Lot are paid in full.

iii. The Developer and its assigns shall be reimbursed in a combined aggregate amount not to exceed $6,826,666.00 plus interest from the Phase #2 Direct Improvements Assessment Fund and as allowed under Section 2(a) above.

iv. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of (x) 4.79% for years one through five, and (y) 4.79% for years six through 31. The interest rate has been approved by the City Council and is authorized by the PID Act and was determined based upon *The Bond Buyer*, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was 2.79%. The interest rate of 4.79% and 4.79% contained herein comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act.

3. The amount of the Reimbursement Amount that has not been paid, plus the interest as described in Section 2 above, are collectively, the "Unpaid Balance." The Unpaid Balance is secured by and payable solely from the Phase #2 Direct Improvements Assessment Revenue received and collected by the City and deposited into the Phase #2 Direct Improvements Assessment Fund. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the Maturity Date. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Phase #2 Direct Improvements Assessment Revenue received, collected and deposited into the Phase #2 Direct Improvements Assessment Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Construction Funding Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of taxes and assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Phase #2 Direct Improvements Assessment Revenue and, as a result, is unable to make transfers from the Phase #2 Direct Improvements Assessment Fund for payments to the Developer as required under this Reimbursement

Attachment: Reimbursement Agreement (Ownsby Farms Phase #2 PID – Miscellaneous Agreements)

Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.

4. If Future Phase #2 Bonds are issued, the net proceeds of such Future Phase #2 Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of the Phase #2 Direct Improvements that have already been paid by the Developer, but not previously reimbursed to Developer from the Phase #2 Direct Reimbursements Assessment Fund, and then to pay all or any portion of any Phase #2 Direct Improvements Cost. If, after application of the net proceeds of such Future Phase #2 Bonds, any Phase #2 Direct Improvements Costs remains unpaid, then the Developer shall pay such cost. If, after application of the net proceeds of any Future Phase #2 Bonds, the Unpaid Balance due the Developer remains unpaid, all payments toward the Unpaid Balance due the Developer shall be paid from amounts deposited into any funds created for such purpose under any indenture relating to any Future Phase #2 Bonds. Once the principal amount of all Future Phase #2 Bonds plus all payments paid to the Developer under this Reimbursement Agreement equal the Unpaid Balance, this Reimbursement Agreement shall terminate.

5. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the City, including for each Transferee the information required by Section 9 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice.

6. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Phase #2 Direct Improvements Assessment Fund and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

7. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Phase #2 Direct Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.

8. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Collin County, Texas.

9. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City:	Attn: City Manager City of Celina, Texas 142 N. Ohio Celina, Texas 75009
With a copy to:	Attn: Julie Fort Messer, Fort, & McDonald PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034
And to:	Attn: Robert Dransfield Norton Rose Fulbright US LLP 2200 Ross Avenue, Suite 3600 Dallas, Texas 75201
To the Developer:	Attn: Mehrdad Moayedi CADG Ownsby Farms, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234

With a copy to: Attn: J. Prahba Cinclair
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

10. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Phase #2 Direct Improvements Assessments contrary to the provisions of the PID Act.

11. Remedies:

    a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

    b. If the Developer is in Default, the City shall have available all remedies at law or in equity, provided that no Default by the Developer shall: (1) affect the obligations of the City to use the amounts transferred to the Phase #2 Direct Improvements Assessment Fund as provided in Sections 2 and 3 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement.

    c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.

Attachment: Reimbursement Agreement (Ownsby Farms Phase #2 PID – Miscellaneous Agreements)

12. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the Future Phase #2 Bonds, the indenture securing the Future Phase #2 Bonds shall control as the provisions relate to the Phase #2 Direct Improvements Assessments. To the extent there is a conflict between this Reimbursement Agreement and the Construction Funding Agreement, this Reimbursement Agreement shall control. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, this Reimbursement Agreement shall control.

13. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

14. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.

15. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.

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

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

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

Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

19. This Reimbursement Agreement constitutes the entire agreement between the Parties and supersedes all prior Phase #2 agreements, whether oral or written, covering the subject matter of this Reimbursement Agreement. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

20. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

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

22. The term of this Reimbursement Agreement is thirty (30) years, or until the Unpaid Balance is paid in full, whichever occurs first. If the Developer defaults under this Reimbursement Agreement, the Development Agreement or the Construction Funding Agreement, this Reimbursement Agreement, the Development Agreement and Construction Funding Agreement shall not terminate with respect to the costs of the Phase #2 Direct Improvements that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

23. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, epidemics and pandemics, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) ("Force Majeure"), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 23 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to

Attachment: Reimbursement Agreement (Ownsby Farms Phase #2 PID – Miscellaneous Agreements)

perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

24. The Developer hereby verifies that the Developer and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

25. The Developer hereby represents that neither the Developer nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

_____
Vicki Tarrant, City Secretary

CITY OF CELINA

_____
Chad Anderson, Mayor Pro-Tem

APPROVED AS TO FORM

_____
_____, Attorney for the City

[Signature Page for Phase #2 Direct Improvements Reimbursement Agreement]

Attachment: Reimbursement Agreement (Ownsby Farms Phase #2 PID – Miscellaneous Agreements)

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 Moayedi,
Its: Manager

[Signature Page for Phase #2 Direct Improvements Reimbursement Agreement]

OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #2 DIRECT IMPROVEMENTS CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT

THIS OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT PHASE #2 DIRECT IMPROVEMENTS CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this "Agreement"), dated as of November 10, 2020, is by and between the **CITY OF CELINA, TEXAS**, *a home rule municipality of the State of Texas* (the "City") and **CADG OWNSBY FARMS, LLC**, a Texas limited liability company (the "Developer") (individually referred to as a "Party" and collectively as the "Parties").

ARTICLE I
DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Service and Assessment Plan (as hereinafter defined).

"Actual Cost(s)" means the costs of the Phase #2 Direct Improvements actually paid or incurred for the design, construction and installation of the Phase #2 Direct Improvements.

"Administrator" means, initially, Municap, Inc., or any other individual or entity designated by the City to administer the District.

"Annual Service Plan Update" means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to Section IV of the Service and Assessment Plan.

"Budgeted Cost(s)" means the costs shown on **Exhibit A** attached hereto.

"**Certification for Payment"** means a certificate, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the Developer, the Administrator, and City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, provided to the City Representative and the Administrator, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Administrator to request payment for Cost(s) of the Phase #2 Direct Improvements.

"City Manager" means the City Manager of the City, or its designee.

"City Representative" means City Manager of the City, or any other official or agent of the City later authorized by the City to undertake the action referenced herein.

"Construction Contracts" means the contracts for the construction of the Phase #2 Direct Improvements. "Construction Contract" means any one of the Construction Contracts.

Attachment: CFA (Ownsby Farms Phase #2 PID – Miscellaneous Agreements)

"Cost(s)" means the Budgeted Cost(s) or the cost(s) of a Phase #2 Direct Improvement as reflected in a construction contract, if greater than the Budgeted Cost(s).

"Cost Overrun" means, with respect to each Phase #2 Direct Improvement, the Cost(s) or Actual Cost(s) as appropriate of such Phase #2 Direct Improvement in excess the Budgeted Cost(s).

"Cost Underrun" means, with respect to each Phase #2 Direct Improvement, the amount by which the Budgeted Cost(s) exceeds the Actual Cost(s), as appropriate, of such Phase #2 Direct Improvement.

"Developer" means CADG Ownsby Farms, LLC, a Texas limited liability company.

"**Development Agreement"** means that certain Development Agreement executed by and between the Developer and the City effective June 19, 2016.

"District" means the Ownsby Farms Public Improvement District created by the City on June 9, 2015.

"Final Completion" means completion of a Phase #2 Direct Improvement (including a section or segment of a Phase #2 Direct Improvement) in compliance with existing City standards for dedication under the City's ordinances and the Development Agreement.

"Force Majeure" has the meaning set forth in Section 8.04 below.

"Inspector" means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

"Phase #2 Direct Improvements Assessed Property" means any property that benefits from the Phase #2 Direct Improvements within the District on which Assessments have been imposed as shown in the Phase #2 Direct Improvement Assessment Roll, as the Phase #2 Direct Improvement Assessment Roll is updated each year by the Annual Service Plan Update. Phase #2 Direct Improvements Assessed Property includes Parcels within the District other than Non-Benefited Property.

"Phase #2 Direct Improvements Assessment Fund " means an interest-bearing fund by such name created under the Phase #2 Direct Improvements Reimbursement Agreement where monies from the collection of Assessments shall be deposited and a portion of which shall be used to finance the Phase #2 Direct Improvements.

"Phase #2 Direct Improvements" mean, collectively, the Phase #2 Direct Improvements listed in **Exhibit A** to be constructed in compliance with City ordinances. An individual Phase #2 Direct Improvement, including a completed segment or part, shall be referred to as a **Phase #2 Direct Improvement**.

"Phase #2 Direct Improvements Reimbursement Agreement" means the Ownsby Farms Public Improvements District Phase #2 Direct Improvements Reimbursement Agreement dated as of November 10, 2020, by and between the City and the Developer providing for the construction and financing of certain Phase #2 Direct Improvements by the Developer for which the Developer will be reimbursed by the City pursuant to the PID Act.

"PID Act" means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"Plans" means the plans, specifications, schedules and related construction contracts for the Phase #2 Direct Improvements, respectively, approved pursuant to the applicable standards and ordinances of the City, the Development Agreement, and any other applicable governmental entities.

"Service and Assessment Plan" means the updated Ownsby Farms Public Improvement District Service and Assessment Plan, adopted by the City Council on November 10, 2020, as the same may be updated, amended, or supplemented, for the purpose of assessing allocated cost(s) against the property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Developer and the City, as required by this Agreement and in accordance with the PID Act.

"Substantial Completion" means the time at which the construction of a Phase #2 Direct Improvement (or specified part thereof) has progressed to the point where such Phase #2 Direct Improvement (or a specified part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Phase #2 Direct Improvement (or a specified part thereof) can be utilized for the purposes for which it is intended.

"Supplement" means a written document agreed upon by the Parties to this Agreement amending, supplementing or otherwise modifying this Agreement and any exhibit hereto, including any amendments to the list of Phase #2 Direct Improvements in **Exhibit A** in a manner consistent with the Service and Assessment Plan, the PID Act and this Agreement.

ARTICLE II
RECITALS

Section 2.01. <u>The District and the Phase #2 Direct Improvements</u>.

(a) The City has created the District under the PID Act for the financing of, among other things, the acquisition, construction and installation of the Phase #2 Direct Improvements.

(b) The Phase #2 Direct Improvements are eligible to be financed with the collection of Assessments from property within the District to the extent specified in the Service and

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Assessment Plan and subject to the provisions of the Development Agreement.

(c) The Developer will undertake the construction and installation of the Phase #2 Direct Improvements for dedication to and acceptance by the City, in accordance with the terms and conditions contained in the Development Agreement.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III
FUNDING

Section 3.01. Reimbursements.

(a) The City's obligation with respect to the payment of the Phase #2 Direct Improvements shall be limited to the Budgeted Cost(s), and shall be payable solely from amounts on deposit within the Phase #2 Direct Improvements Assessment Fund for the payment of such cost(s) as provided herein and in the Service and Assessment Plan. The Developer agrees and acknowledges that it is responsible for all Actual Costs, Cost Overruns, except to the extent as provided for in Section 4.04 below, and all expenses related to the Phase #2 Direct Improvements.

(b) The obligation of owners of Phase #2 Direct Improvements Assessed Property within the District, including the Developer to the extent it owns any Phase #2 Direct Improvements Assessed Property in the District, to pay Assessments is not in any way dependent on the availability of amounts in the Phase #2 Direct Improvements Assessment Fund, or otherwise available from other sources, including bonds issued by the City, that are secured or that are to be paid, in whole or in part, by the funds on deposit in the Phase #2 Direct Improvements Assessment Fund , to pay for all or any portion of the Phase #2 Direct Improvements Cost(s) hereunder.

(c) The Developer acknowledges that any lack of availability of amounts in the Phase #2 Direct Improvements Assessment Fund or otherwise available from other sources, including bonds issued by the City, that are secured or that are to be paid, in whole or in part, by the funds on deposit in the Phase #2 Direct Improvements Assessment Fund , to pay the costs of the Phase #2 Direct Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Phase #2 Direct Improvements required by this Agreement, the Development Agreement, or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investments of any monies held by a trustee under an indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

Section 3.02. Disbursements.

The City and the Developer agree that monies deposited into the Phase #2 Direct Improvements Assessment Fund and upon the presentation of evidence satisfactory to the City Representative, the City will, on an monthly basis if a Certification for Payment is approved by the City, cause the payment for cost(s) incurred in the administration, and operation of the District and cost(s) of Phase #2 Direct Improvements up to $6,826,666.00 plus interest accrued pursuant to the Phase #2 Direct Improvements Reimbursement Agreement from the Phase #2 Direct Improvements Assessment Fund, subject to the availability of funds in the Phase #2 Direct Improvements Assessment Fund, to the Developer or its assignees. These payments will be delivered to the Developer or its assignees pursuant to the submission of a Certification for Payment, in accordance with the Development Agreement, this Agreement, and the Phase #2 Direct Improvements Reimbursement Agreement, substantially in the form of **Exhibit B** attached hereto.

Section 3.03. Accounts. All disbursements from the Phase #2 Direct Improvements Assessment Fund shall be made by the City in accordance with provisions of the Development Agreement, the Service and Assessment Plan, this Agreement, and in all respects, the Phase #2 Direct Improvements Reimbursement Agreement.

ARTICLE IV
CONSTRUCTION OF PHASE #2 DIRECT IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

(a) All Phase #2 Direct Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement and the Development Agreement. The Developer shall perform or caused to be performed all of its obligations and shall conduct all operations with respect to the construction of Phase #2 Direct Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of the Phase #2 Direct Improvements to be acquired and accepted by the City from the Developer as provided in this Agreement.

(b) The Developer shall not be relieved of its obligation to construct or cause to be constructed

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each Phase #2 Direct Improvement and, upon completion, inspection, and acceptance, convey each Phase #2 Direct Improvement to the City in accordance with the terms hereof, even if there are insufficient funds in the Phase #2 Direct Improvements Assessment Fund to pay the Actual Cost(s) thereof.

Section 4.02. No Competitive Bidding. The Phase #2 Direct Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City with respect to the Phase #2 Direct Improvements.

Section 4.04. Remaining Funds after Completion of a Phase #2 Direct Improvement. Upon the Final Completion of a Phase #2 Direct Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Phase #2 Direct Improvement, if the Actual Cost(s) of such Phase #2 Direct Improvement (or its completed segment or phase thereof) is less than the Budgeted Cost(s) (a "Cost Underrun"), any remaining Budgeted Cost(s) will be available to pay Cost Overruns on any other Phase #2 Direct Improvement (or its completed segment or phase thereof). The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Phase #2 Direct Improvements. Any Cost Underrun for any Phase #2 Direct Improvement (or its completed segment or phase thereof) is available to pay Cost Overruns on any other Phase #2 Direct Improvement (or its completed segment or phase thereof), and may be added to the amount approved for payment in any Certification for Payment, as agreed to by the Developer, the Administrator, and the City Representative. Upon the completion of the Phase #2 Direct Improvements (or its completed segment or phase thereof) and the payment thereof pursuant to the terms of the Phase #2 Direct Improvements Reimbursement Agreement, if there are: (a) funds remaining in the Phase #2 Direct Improvements Assessment Fund , such funds will be distributed to the City's general fund and, with respect to such funds, there shall be no remaining obligation to make payment of such funds to the Developer; and (b) Cost Overruns, which cannot be offset by Cost Underruns or which exceed the maximum reimbursement amount allowed under the Phase #2 Direct Improvements Reimbursement Agreement, then Developer shall be solely responsible for such Cost Overruns. If bonds are issued by the City that are secured by or that are to be paid, in whole or in part, by funds deposited or to be deposited in the Phase #2 Direct Improvements Assessment Fund for the payment of the Phase #2 Direct Improvements, any net balance remaining in the Phase #2 Direct Improvements Assessment Fund after a reconciliation of Cost Overruns and Cost Underruns related to Phase #2 Direct Improvements (or its completed segment or phase thereof) will be distributed first to the bond trustee, to the extent prepayment is allowed without penalty under the indenture, for the payment of such bonds, second to the City's general fund, and in no case to the Developer, and the City agrees that upon such issuance of

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bonds, funds deposited to the Phase #2 Direct Improvements Assessment Fund for the payment of Phase #2 Direct Improvements will be dispersed only as described in the bond indenture.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "change orders") required for the construction of the Phase #2 Direct Improvements. The Developer may approve and implement any change orders, even if such change order would increase the cost of a Phase #2 Direct Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders, except for amounts available and approved pursuant to Section 4.04.

ARTICLE V
ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for the Phase #2 Direct Improvements.

(a) No payment hereunder shall be made from the Phase #2 Direct Improvements Assessment Fund or pursuant to any bond indenture for bonds issued by the City for a Phase #2 Direct Improvement (or its completed segment or phase thereof), until a Certification for Payment is received from the Developer for work with respect to a Phase #2 Direct Improvement (or its completed segment or phase thereof) and approved for payment by the City. Upon receipt of a Certification for Payment, substantially in the form of **Exhibit B** hereto (along with all accompanying documentation required by the City) from the Developer, the Inspector shall conduct a review in order to confirm that such request is complete, to confirm that the work with respect to such Phase #2 Direct Improvement identified therein for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement and the Development Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"), and shall, upon the conclusion of the review, forward the request to the City Representative. The Inspector and/or City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the Inspector and/or City Representative in conducting each such review and to provide the Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the Inspector and/or City Representative to conclude each such review.

(b) Within thirty (30) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for payment from those funds available in the Phase #2 Direct Improvements Assessment Fund or, if bonds have been issued by the City, forward the Certification for Payment to the bond trustee, or (ii) in the event the City

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Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.02 hereof, or to the bond trustee in accordance with payment provisions applicable to the bonds, and delivery to the Developer in accordance with Section 5.01(d) hereof, and any such partial work shall be processed for payment under Section 5.02, notwithstanding such partial denial.

(d) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within 30 days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the Administrator or the bond trustee, as applicable, for payment until the dispute is resolved by the City and the Developer.

(e) The Developer shall deliver the approved or partially approved Certification for Payment by the City Representative as provided in Section 5.01(c), or approved by the City Council, to the Administrator for payment and the Administrator shall make such payment from the Phase #2 Direct Improvements Assessment Fund in accordance with Section 5.02 below; provided, however, if bonds have been issued, the Developer shall provide the Certification for Payment to the bond trustee.

Section 5.02. Payment for Phase #2 Direct Improvement.

(a) If no bonds have been issued by the City, upon receipt of a reviewed and approved Certification for Payment, as evidenced by the signature of the City Representative, the Administrator shall make payment from the Phase #2 Direct Improvements Assessment Fund from those funds available, for such approved Certification for Payment pursuant to the terms of the Certification for Payment in an amount not to exceed the Budgeted Cost(s), except as provided for in Section 4.04. Any amount remaining to be paid on a monthly basis after funds have been exhausted in the Phase #2 Direct Improvements Assessment Fund, shall remain as an amount outstanding to be paid, and shall be paid in the next monthly disbursement of funds from the Phase #2 Direct Improvements Assessment Fund, again subject to availability of funds in the Phase #2 Direct Improvements Assessment Fund.

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(b) Notwithstanding any other provisions of this Agreement, the Administrator shall make payment directly to the person or entity specified by the Developer in an approved Certification for Payment, including: (1) a general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment; (2) to the Developer or any assignee of the Developer if an unconditional lien release is attached to such Certification for Payment; and, (3) to the Developer, or to the third party contractor directly, at Developer's request as specified in the Certification for Payment, in the event the Developer provides a general contractor's or suppliers of materials unconditional lien release for a portion of the work covered by the Developer or any assignee of the Developer to the extent of such lien release. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Phase #2 Direct Improvement identified in such request for payment being paid, then the Administrator or the bond trustee, as applicable, shall hold the payment until work with respect to that Phase #2 Direct Improvement has been completed by the Developer and accepted by the City. Neither the Administrator, nor the City, City Council, City Manager, or City Representative shall have any liability for relying on the accuracy of the payee information in any Certification for Payment as presented by the Developer or its assignees.

(c) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanic's or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of any such remedy, so long as such delay in performance shall not subject the Phase #2 Direct Improvement to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Phase #2 Direct Improvement is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Phase #2 Direct Improvement until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI
OWNERSHIP AND TRANSFER OF PHASE #2 DIRECT IMPROVEMENT

Section 6.01. Phase #2 Direct Improvement to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Phase #2 Direct Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Phase #2 Direct Improvement to the City. The City shall approve the preliminary title report

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unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Phase #2 Direct Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Phase #2 Direct Improvement Constructed on City Land or Developer Land. If the Phase #2 Direct Improvement is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Phase #2 Direct Improvement. If the Phase #2 Direct Improvement is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Phase #2 Direct Improvement. The grant of the easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Phase #2 Direct Improvement as required by the Development Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Phase #2 Direct Improvement. The provisions for inspection and acceptance of such Phase #2 Direct Improvement otherwise provided herein shall apply.

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

(a) Organization. The Developer consists of a Texas limited liability company duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business in the State of Texas as now being conducted as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement and to fulfill its obligations under this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands of the Developer in the District or the Phase #2 Direct Improvements in violation of any law, ordinance, rule, regulation or order of any

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governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Phase #2 Direct Improvements.

(e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Phase #2 Direct Improvements Assessment Fund for the acquisition or construction of any improvement that are not part of the Phase #2 Direct Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.

(f) Financial Records. For a period of two years after completion of the Phase #2 Direct Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Phase #2 Direct Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agent at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Phase #2 Direct Improvements will be constructed in full compliance with such Plans and any change orders thereto consistent with the PID Act and the Development Agreement. The Developer shall provide as-built plans for all Phase #2 Direct Improvements to the City.

(h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the City Manager or the City Representative related to the status of construction of the Phase #2 Direct Improvements within the District and the anticipated completion dates for future Phase #2 Direct Improvements.

(i) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement and the Development Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE INSPECTOR, THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING, AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PHASE #2 DIRECT IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE

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DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND TIS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE PHASE #2 DIRECT IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PHASE #2 DIRECT IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE PHASE #2 DIRECT IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PHASE #2 DIRECT IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

Section 7.03. Use of Monies by City. The City agrees not to take any action or direct the Administrator to take any action to expend, disburse or encumber the monies held in the Phase #2 Direct Improvements Assessment Fund , and any monies to be transferred thereto for any purpose other than the purposes permitted by the Service and Assessment Plan, including amendments and annual updates, or the Phase #2 Direct Improvements Reimbursement Agreement. The City agrees not to modify or supplement the Service and Assessment Plan without the approval of the Developer or its assigns if as a result or as a consequence of such modification or supplement (a) the amount of monies that would otherwise have been (i) available under the Phase #2 Direct Improvements Assessment Fund for the Costs of the Phase #2 Direct Improvements is reduced, delayed or deferred, or (ii) available in the Phase #2 Direct Improvements Assessment Fund upon the issuance of bonds as described herein, is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer or its assigns are or may be increased or otherwise adversely affected in any manner, or (c) the rights of the Developer or its assigns are or may be modified, limited, restricted or otherwise adversely affected in any manner. Notwithstanding, the City may make annual updates to the Service and Assessment Plan in compliance with the Act, without the approval of the Developer or its assigns.

Section 7.04. No Reduction of Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII
TERMINATION

Section 8.01. Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Phase #2 Direct Improvements not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Phase #2 Direct Improvements Assessment Fund to pay for same, and the Developer shall have no claim or right to any further payments for the Costs of a Phase #2 Direct Improvement hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

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(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Phase #2 Direct Improvements. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to a Phase #2 Direct Improvement only as provided for under the terms of this Agreement and any bond indenture prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cause the Trustee to cease making payments for the Actual Costs of Phase #2 Direct Improvements, provided that the Developer shall receive payment of the Actual Costs of any Phase #2 Direct Improvements that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Phase #2 Direct Improvements not accepted by the City and use all or any portion of the funds on deposit in the Phase #2 Direct Improvements Assessment Fund and the Developer shall have no claim or right to any further payments for the Phase #2 Direct Improvements hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer or as provided for in the Phase #2 Direct Improvements Reimbursement Agreement. The City shall have no obligation to perform any work related to a Phase #2 Direct Improvement or to incur any expense or cost in excess of the remaining balance of the Project Fund.

Section 8.03. Construction of the Phase #2 Direct Improvements Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Phase #2 Direct Improvements in accordance with this Agreement and the Development Agreement.

Attachment: CFA (Ownsby Farms Phase #2 PID – Miscellaneous Agreements)

Section 8.04. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, epidemics and pandemics, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) ("Force Majeure"), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.04 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City's obligations to make any payments hereunder are restricted entirely to the monies, if any, in the Phase #2 Direct Improvements Assessment Fund and, subject in all respects to Article III hereof, from no other source. Neither the City, the Inspector, the City Representative, nor any other City employee, officer, official, or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The Inspector or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to Costs and expenses incurred by the Developer only with respect to any of the Phase #2 Direct Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such transmission) or seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: City Manager
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

With a copy to: Attn: Julie Fort
Messer, Fort, & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

And to: Attn: Robert Dransfield
Norton Rose Fullbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

To the Developer: Attn: Mehrdad Moayedi
CADG Ownsby Farms, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: J. Prahba Cinclair
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

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

The City shall advise the Developer of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for a Phase #2 Direct Improvement, provided such person or entity expressly

agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Phase #2 Direct Improvement. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a Party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts and the Development Agreement. To the extent there is a conflict between this Agreement and the Development Agreement, the Development Agreement shall control. To the extent there is a conflict between this Agreement and the Phase #2 Direct Improvements Reimbursement Agreement with respect to any receivables due under this Agreement, the Phase #2 Direct Improvements Reimbursement Agreement shall control. If the City issues bonds to finance the Phase #2 Direct Improvements under the terms of a bond indenture and there is a conflict between this Agreement, the Development Agreement, the Phase #2 Direct Improvements Reimbursement Agreement, and the bond indenture, the bond indenture shall control.

Section 9.07. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, or the failure by a Party to exercise its rights upon the default of any other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Parties hereto any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

Section 9.10. Amendment. This Agreement may be amended upon Agreement of the Parties, from time to time in a manner consistent with the PID Act, in writing hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement shall become effective upon its execution and delivery, by the Parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Effective Date.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or until all amounts under the Phase #2 Direct Improvements Reimbursement Agreement have been paid, whichever is sooner. If bonds are issued by the City to finance the Phase #2 Direct Improvements, this Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding bonds issued under the bond indenture. If the Developer defaults under this Agreement, the Development Agreement or the Phase #2 Direct Improvements Reimbursement Agreement, this Agreement, the Development Agreement and the Phase #2 Direct Improvements Reimbursement Agreement shall not terminate with respect to the costs of the Phase #2 Direct Improvements that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

Section 9.13 No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.14 Time of Essence. In this Agreement, time is of the essence and compliance with the times of performance herein is required.

Section 9.15 Rule of Construction. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

Section 9.16 Section 2271.002 Representation of Developer. The Developer hereby verifies that the Developer and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 9.17 Section 2252.153 and Section 2270.0201 Representations of Developer. The Developer hereby represents that neither the Developer nor any of its parent companies,

wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[Execution pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this the 10th day of November, 2020.

CITY OF CELINA

By: _____
Name: Chad Anderson, Mayor Pro-Tem

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM

_____
_____, Attorney for the City

[Signature Page for Phase #2 Direct Improvements CFA]

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 Moayedi,
Its: Manager

[Signature Page for Phase #2 Direct Improvements CFA]

Exhibit A

List of Phase #2 Direct Improvements and Budgeted Costs

Phase #2 Direct Improvements	Total Budgeted Phase #2 Direct Improvement Costs
Road improvements	$2,513,538
Utility (water, sanitary sewer, and storm drainage) improvements	$2,828,724
Other soft and miscellaneous costs	$1,484,404
Subtotal – Estimated Phase #2 Direct Improvement Costs	**$6,826,666**
Proportional share of Additional Major Improvement Costs	$3,522,264
Total	$10,348,930

Exhibit B

FORM OF CERTIFICATION FOR PAYMENT

The undersigned is an agent for CADG OWNSBY FARMS, LLC, a Texas limited liability company (the "Developer") and requests payment from the Phase #2 Direct Improvements Assessment Fund (as defined in the Phase #2 Direct Improvements CFA Agreement) from the City of Celina, Texas (the "City") in the amount of $_____ for labor, materials, fees, and/or other general costs related to the construction of certain Phase #2 Direct Improvements related to the Ownsby Farms Public Improvement District (the "Phase #2 Direct Improvements"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Ownsby Farms Public Improvement District Phase #2 Direct Improvements Construction, Funding, and Acquisition Agreement (the "Phase #2 Direct Improvements CFA Agreement").

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Phase #2 Direct Improvements have not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.

3. The amount listed for the Phase #2 Direct Improvements below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Phase #2 Direct Improvement, and such costs are in compliance with the Phase #2 Direct Improvements CFA Agreement and the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Phase #2 Direct Improvements CFA Agreement, the Development Agreement and the Service and Assessment Plan.

5. All conditions set forth in the Phase #2 Direct Improvements CFA Agreement, and the Development Agreement for the payment hereby requested have been satisfied.

6. The work with respect to the Phase #2 Direct Improvement referenced below (or its completed segment) has been completed and the City may begin inspection of the Phase #2 Direct Improvement.

7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably

necessary for the City to complete said review.

8. As required by Texas Local Government Code, Section 252.051, as amended, the Developer has provided the City with an independent appraisal of any Phase #2 Direct Improvement consisting of any real property, or any interest in real property including easements and rights-of-way and open space if any, to be acquired by the City including specifically monies on deposit in the Phase #2 Direct Improvements Assessment Fund .

Payments requested should include the following:

Payee / Description of Phase #2 Direct Improvement	**Total Cost of Phase #2 Direct Improvement**	**Budgeted Cost of Phase #2 Direct Improvement**	**Amount to be paid from the Phase #2 Direct Improvements Assessment Fund**

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Phase #2 Direct Improvements CFA Agreement, after receiving this Certification for Payment, the City is authorized to inspect the Phase #2 Direct Improvement (or completed segment or phase) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans. Afterwards, the City must then accept or deny this Certification for Payment.

I hereby declare that the above representations and warranties are true and correct.

CADG OWNSBY FARMS, LLC

By:_____
Name: _____
Title: _____
Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

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:	November 10, 2020
Re:	Edgewood Creek - TIRZ - Resolution

Action Requested:
Consider and act upon a resolution of the City of Celina, Texas setting a public hearing under Sec. 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Celina, Texas; authorizing the issuance of notice by the City Secretary of Celina, Texas, regarding the public hearing; and directing the City to prepare a preliminary reinvestment zone financing plan. (Edgewood Creek- TIRZ – Resolution) (Pouladi)

Background Information:
Please refer to the attached resolution for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
· Draft Resolution

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF CELINA, TEXAS REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

WHEREAS, the City of Celina, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its city limits and within its extraterritorial jurisdiction; and

WHEREAS, the City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone in the City (the "Zone") with the boundaries being described in the metes and bounds attached as **Exhibit A**; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHERAS, the City Council has determined to hold a public hearing on *December 8, 2020* on the creation of the Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. That a public hearing is hereby called for *December 8, 2020, at 5:00 p.m. at City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009*, for the purpose of hearing any interested person speak for or against the inclusion of property in the proposed Zone, the creation of the Zone, its boundaries, or the concept of tax increment financing with respect to the creation of the Zone. In the event that the City Council will be unable to meet at the City Council Chambers on December 8, 2020, 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 2. At such time and place the City Council will hear testimony regarding the creation of the Zone and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council may consider the adoption of an ordinance authorizing the creation of the Zone.

Attachment: Draft Resolution (Edgewood Creek- TIRZ – Resolution)

Section 3. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

Section 4. The City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto in a newspaper of general circulation in the City on or before December 1, 2020.

Section 5. Before the *December 8, 2020* hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone financing plan.

Section 6. This resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 10TH DAY OF NOVEMBER, 2020.

ATTEST:

_____
Chad Anderson, Mayor Pro Tem

_____
Vicki Tarrant, City Secretary

Attachment: Draft Resolution (Edgewood Creek- TIRZ – Resolution)

EXHIBIT A

Metes and Bounds for the Zone

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 comer of said called 586.196 acre tract, and being the southwest comer 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 comer 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 comer, 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 comer;
South 45°39'00" West, a distance of 100.10 feet to a 1/2 inch iron rod set for comer;
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 comer;
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 of267.60 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

City of Celina City Council
Notice of Public Hearing
On Creation of Reinvestment Zone

THE CELINA CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY DECEMBER 8, 2020 AT 5:00 P.M. IN THE CELINA COUNCIL CHAMBERS LOCATED AT 112 N. COLORADO ST, CELINA, TEXAS 75009, ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF CELINA AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, WHICH PROPOSED ZONE CONSISTS OF APPROXIMATELY 246.54 ACRES GENERALLY LOCATED NORTH OF FM 428, EAST OF FM 1385, SOUTH OF MOBBERLY ROAD, AND AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT CELINA CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. IN THE EVENT THAT THE CITY COUNCIL WILL BE UNABLE TO MEET AT THE CITY COUNCIL CHAMBERS ON DECEMBER 8, 2020, 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. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE REINVESTMENT ZONE, THE CREATION OF THE REINVESTMENT ZONE, ITS BOUNDARIES, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, THE CELINA CITY COUNCIL WILL CONSIDER ADOPTING AN ORDINANCE CREATING THE REINVESTMENT ZONE.

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
Date: November 10, 2020
Re: Fiscal Year 21 Vehicle Purchase

Action Requested:
Consider and Act to authorize the purchase of vehicles for fiscal year 2021 to Various Vendors in an amount not to exceed $786,514.60. (Berry)

Background Information:
Staff requests authorization to procure vehicles and equipment for Police and Public Works. All vehicles and equipment are budgeted in the vehicle equipment replacement fund (VERF) or as an enhancement as detailed in the attached list. Quotes were obtained through the various cooperative agencies.

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

Alternatives:
Council may reject the purchase and direct staff.

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

Supporting Documents:
Detailed Purchase List

Staff Recommendation:
Authorize the purchase of vehicles

NEW EQUIPMENT & VEHICLE PURCHASE

		Unit Price	Description	Vendor	COOP/Contract	Quote #	Budget	Dept	Account
Replacement	1504	$32,133.00	2020 Chevrolet Tahoe PPV	Holiday Chevrolet	Tarrant County Contract 2019-014	29050			
		$30,585.00	Outfitting Equipment - Lights, radar, camera, bars, etc.	Defender Supply		29051			
		$3,489.50	Radar	Stalker	HGAC EF04-19	2044580			
		$6,083.18	Radio	Motorola Solutions	HGAC Contract RA05-18	QU0000515439			
		$3,081.08	Computer	GTS Technology	DIR-TSO-3763-R	QT63029			
		$75,371.76					$77,809.00	PD	113-112-000-6840
Enhancement	PD1	$32,133.00	2020 Chevrolet Tahoe PPV	Holiday Chevrolet	Tarrant County Contract 2019-014	29050			
	PD1	$30,585.00	Outfitting Equipment - Lights, radar, camera, bars, etc.	Defender Supply		29051			
		$3,489.50	Radar	Stalker	HGAC EF04-19	2044580			
	PD1	$6,083.18	Radio	Motorola Solutions	HGAC Contract RA05-18	QU0000515439			
	PD1	$2,639.14	Computer	GTS Technology	DIR-TSO-3763-R	QT63029			
		$2,224.23	Cradle Point	DIR-TSO-3652	GTS Technology Solutions	QT0054265			
		$77,154.05					$75,586.00	PD	102-112-000-6840
Enhancement	PD2	$32,133.00	2020 Chevrolet Tahoe PPV	Holiday Chevrolet	Tarrant County Contract 2019-014	29050			
	PD2	$30,585.00	Outfitting Equipment - Lights, radar, camera, bars, etc.	Defender Supply	Tarrant County Contract 2019-181	29051			
		$3,489.50	Radar	Stalker	HGAC EF04-19	2044580			
	PD2	$6,083.18	Radio	Motorola Solutions	HGAC Contract RA05-18	QU0000515439			
	PD2	$2,639.14	Computer	GTS Technology	DIR-TSO-3763-R	QT63029			
		$2,224.23	Cradle Point	DIR-TSO-3652	GTS Technology Solutions	QT0054265			
		$77,154.05					$75,586.00	PD	102-112-000-6840
Replacement	1605	$29,517.00	2021 Dodge Ram 1500 includes work truck package, bedliner, tool box, power inverter, lights,	Dodge City	BuyBoard 601-19	10/28/2020			
	1605	$250.00	Decals	open market					
		$29,767.00					$33,695.00	PW-WW	113-118-000-6840
Replacement	1406	$31,073.00	2021 Dodge Ram 2500 includes work truck package, bedliner, tool box, power inverter, lights,	Dodge City	BuyBoard 601-19	10/28/2020			
	1406	$250.00	Decals	open market					
		$31,323.00					$25,020.00	PW-W	113-117-000-6840
Replacement	1502	$29,517.00	2021 Dodge Ram 1500 includes work truck package, bedliner, tool box, power inverter, lights,	Dodge City	BuyBoard 601-19	10/28/2020			
	1502	$250.00	Decals	open market					
		$29,767.00					$37,749.00	PW-W	113-117-000-6840
Replacement	1501	$29,517.00	2021 Dodge Ram 1500 includes work truck package, bedliner, tool box, power inverter, lights,	Dodge City	BuyBoard 601-19	10/28/2020			
	1501	$250.00	Decals	open market					
		$29,767.00					$34,549.00	PW-S	113-111-000-6840

Enhancement	Water	$29,517.00	2021 Dodge Ram 1500 includes work truck package, bedliner, tool box, power inverter, lights,	Dodge City	BuyBoard 601-19	10/28/2020			
	Line	$250.00	Decals	open market					
	Locator	$29,767.00					$30,000.00	PW-W	202-117-000-6840
Enhancement	Facility	$29,517.00	2021 Dodge Ram 1500 includes work truck package, bedliner, tool box, power inverter, lights,	Dodge City	BuyBoard 601-19	10/28/2020			
	Tech	$250.00	Decals	open market					
		$29,767.00					$30,000.00	PW-W	102-102-000-6840
Enhancement	Fleet	$29,517.00	2021 Dodge Ram 1500 includes work truck package, bedliner, tool box, power inverter, lights,	Dodge City	BuyBoard 601-19	10/28/2020			
	Coord.	$250.00	Decals	open market					
		$29,767.00					$30,000.00	PW-W	202-118-000-6840
Enhancement	Crane	$124,193.58	2021 Chevrolet Silverado 5500	Caldwell Chevrolet	BuyBoard 601-19	CC201494			
	Truck	$250.00	Decals	open market					
		$124,443.58					$130,275.00	PW-W	202-118-000-6840
Replacement	1407	$42,785.00	2021 Chevrolet 3500 Crew Cab	Caldwell Chevrolet	BuyBoard 601-19	002-CONTR (CR4575)			
		$250.00	Decals	open market					
		$43,035.00					$35,760.00	PW-S	113-111-000-6840
Enhancement	Asphalt	$180,030.70	2022 Freightliner M2106 Asphalt Patch Truck	Freightliner of Austin	TIPS Contract 200206	002-CONTR (CR4575)			
	Truck	$250.00	Decals	open market			$180,000.00		
		$180,280.70						PW-S	120-111-000-6800
		$787,364.14					$796,029.00		

Attachment: Council Tab Sheet (2021 Vehicle Purchase)

Life Connected.

Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Dawn Berry, Purchasing Manager
CC: Andy Figueroa, Director of Public Works
Date: November 10, 2020
Re: Asphalt 2020-0044

Action Requested:
Consider and act to award bid 2020-0044 for asphalt at the unit prices listed to Austin Asphalt, Reynolds Asphalt, and RK Hall. (Berry)

Background Information:
On September 29, 2020, the City received responses to bid 2020-0044 for asphalt. The bid invitation was advertised in the local paper and posted on the City's eProcurement system in which sixty-six vendors were notified. Two No-Bids and three responses were received.

The contract period is for one year.

Staff reviewed the submitted bids and reviewed based on price, location, minimum requirements, delivery requirements and recommends award to a primary, secondary, and tertiary vendor as listed below.

Vendor	Line #	Award Type
Austin Asphalt	**2, 3, & 4**	**Primary**
Austin Asphalt	**1**	**Secondary**
RK-Hall	**1**	**Primary**
RK-Hall	**3 & 4**	**Tertiary**
Reynolds	**3 & 4**	**Secondary**

Alternatives:
Council may reject the award and direct staff.

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

Supporting Documents:
Tab Sheet

Staff Recommendation:
Award Bid 2020-0044

ASPHALT 2020-044

				Reynolds Asphalt & Construction		RK-Hall, LLC		Austin Asphalt, Inc.	
Line #	Description	ESTIMATED USAGE	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Cold Mix - Price per Ton - Delivered to: 10165 CR 106, Celina, TX 75009	60	Tons	No Bid		**$89.75**	$5,385.00	$111.00	$6,660.00
2	Tac Oil - Price per 50 gallon Drum - Delivered to: 10165 CR 106, Celina, TX 75009	300	Gallons	No Bid		No Bid		**$7.00**	$2,100.00
3	Type D Asphalt - Price per 50 gallon Drum -Pick Up	1000	Tons	**$55.00**	$55,000.00	$59.00	$59,000.00	$59.75	$59,750.00
4	Type B Asphalt - Price per 50 gallon Drum -Pick Up	400	Tons	**$51.00**	$20,400.00	$59.00	$23,600.00	$55.50	$22,200.00

Primary	Secondary	Tertiary

Attribute Note	Reynolds Asphalt & Construction	RK-Hall, LLC	Austin Asphalt, Inc.
Where is your business location in which the delivery will begin?	617 E. College Street Lewisville, Texas	6630 FM 120 Denison, Texas	Austin Asphalt, Inc - The Celina, Tx Plant. 11481 County Road 53 Celina, Texas 75009
What is your minimum delivery requirement?	12 Tons plus Tolls	15 tons	13 tons
What is the delivery time from receipt of order?	24 hours	Can deliver material the day after request for delivery.	1 day
What is your process/requirements for pick up orders?	24 hours notice	Phone call one hour before pick up; preferably a day before pick-up.	All orders will be processed through our main dispatch number. 866-587-0001
How many miles is your plant from the intersection of Preston Rd (289) and CR 455?	29 miles	35 Miles	2.7 miles

Attachment: Bid Tabulation by Supplier (Asphalt 2020-0044)

ASPH

Line #
1
2
3
4

Attachment: Bid Tabulation by Supplier (Asphalt 2020-0044)

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Swapna Konda, Engineer
Date: November 10, 2020
Re:

Action Requested:
Consider and act to authorize the City Manager to execute an amendment to the Construction Manager at Risk Agreement to establish an amendment to the guaranteed maximum price (GMP) for Old Celina Park expansion by and between the City Celina and AUI Partners in the amount of $197,470.90 (Brawner)

Background Information:
The City of Celina executed a Contract Manager at Risk Agreement (CMAR) with AUI Partners, LLC on August 8, 2018 to provide services for Old Celina Park expansion. The CMAR serves as an independent contractor who works directly for the City of Celina as a construction manager to maximize the city's effort and will serve as the day-to-day manager of the project. The original Guaranteed Maximum Price (GMP) amendment was issued for $13,200,690.00 which includes 5% Owner Contingency ($485,834.00) and 5% Contractor Contingency ($485,834.00). The contract amount includes Alternates #1,#2 & #6.

As the projects has evolve, the City Council has approved additional expenditures for Old Celina Park. The Fiscal year 2021 budget authorized $48,000 for trash cans, $100,000 for score board replacement, and $50,000 for the installation of Wi-Fi at Old Celina Park. This amendment provides for these funds to be added to the scope of the project and the work completed under the supervision of the City's CMAR.

Board Review/Citizen Input:
N/A

Alternatives:
The City could choose to not proceed with the project.

Financial Considerations:
The cost of this amendment was approved in the FY 2021 budget.

Legal Review:
Staff is utilizing standard AIA construction documents.

Supporting Documents:
Letter of recommendation
GMP Amendment

Staff Recommendation:
Staff recommends approval of the GMP.

AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Old Celina Park Phase II	Contract For: Old Celina Park Phase II	Change Order Number: 001
12670 FM 428	Date: January 15, 2020	Date: 11-3-2020
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
City of Celina	Dunkin Sims Stoffels, Inc.	AUI Partners, L.L.C.
142 North Ohio Street	622 West State Street	13600 Heritage Pkwy. Suite 150
Celina, Texas 75009	Garland, Texas 75040	Fort Worth, Texas 76177

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See Attached Exhibit 'A'

The original (Guaranteed Maximum Price) was	$	13,200,690.00
The net change by previously authorized Change Orders	$	0.00
The (Guaranteed Maximum Price) prior to this Change Order was	$	13,200,690.00
The (Guaranteed Maximum Price) will be (increased) by this Change Order in the amount of	$	197,470.90
The new (Guaranteed Maximum Price), including this Change Order, will be	$	13,398,160.90

The Contract Time will be (unchanged) by ( ) days.

The new date of Substantial Completion will be July 15, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Dunkin Sims Stoffels, Inc.	AUI Partners, L.L.C.	City of Celina
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Bob Stoffels		
SIGNATURE	SIGNATURE	SIGNATURE
Bob Stoffels	DUSTIN STOFFELS	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
11/3/2020	11/4/20	
DATE	DATE	DATE

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EXHIBIT 'A'
CHANGE ORDER #1
Old Celina Park Phase II
Celina, Texas

Wifi – JTS	$ 36,588.29
Existing Field Scoreboard Replacement – AUI/Groves	$ 99,484.00
Trash Cans – 80 @ $600.00	$ 48,000.00
Trash Can Install (30) – 16 Hours @ $30/Hour	$ 480.00
Insurance, Overhead and Bond	$ 12,918.61
Change Order #1 Total:	**$197,470.90**

Attachment: Change Order 1 (Old Celina Park Expansion)

JTS
5310 S Cockrell Hill Road
Dallas, TX 75236
JTS Tax ID#: 752621300
Phone 972-620-1435
Fax
The Preferred Choice in Wireless Integration

Proposal

Quote #	JTSQ9578-01
Date	10/20/20
Sales Rep.	John Thompson

Quote To:	Ship To:	Bill To:	Project
Jose Mendez City of Celina	Jose Mendez City of Celina	Jose Mendez City of Celina	Old Celina Park Wireless Backhaul and WIFI Installation Project Phase 1

- Pricing is in accordance with State of Texas DIR contract #DIR-TSO-3965. **DIR-TSO-3965 and the above Quote # must be referenced on the PO.**
- Contract Term End Date for DIR-TSO-3965 is 08/11/2021. Expiration date of this contract is 08/11/2022.
- Email purchase order to: sales@jts.net.
- This quotation is valid for a period of sixty (60) days. Pricing shown is FOB: Destination.
- Terms are: NET 30.
- This quotation does not include sales tax, as customer is tax-exempt.
- All equipment warranties, unless otherwise noted, are pass-through from their respective OEMs. JTS warrants it's workmanship for a period of one (1) calendar year from the date of installation completion.
- Travel expenses quoted (where applicable) must comply with the Texas State Travel Regulations, and Appendix A - Section 8, F of this Contract.
- A late fee on past due invoices will apply.
- Payments via credit card are subject to a 3% service fee.

Old Celina Park Wireless BackHaul and WIFI Installations Project - Phase 1

Summary:

The overall project will provide WIFI coverage for the entire Old Celina Park. Phase 1 will be setting up a PTP link back to their network Hub to the new concession stand. Also a PTMP system will be installed between the New Concession Stand to Old Concession Stand and Soccer Fields Concession Stand for POS wireless backhaul services.

Locations:

New Concession Stand:
33.323126
-96.802538

Old Concession Stand:
33.317971
-96.805163

Soccer Fields Concession Stand

Attachment: Change Order 1 (Old Celina Park Expansion)

33.318374
-96.803419

City of Celina Annex
33.325030
-96.787736

PTP Links
1. City of Celina Annex to New Concession Stand (.86 Miles)
2. New Concession Stand to Old Concession Stand (.39 Miles)

PTMP Links

1. New Concession Stand to Old Concession Stand (.39 Miles)
2. New Concession Stand to Soccer Fields Concession Stand (.31 Miles)

Scope of Work

City of Celina Annex
1. 1200FX radio will be installed onto the existing Non-Pen mount installed onto the Annex Roof
2. Cat6 Cables will be ran and dressed along the roof to the existing supports
3. LPUs will be mounted to the wall near the network equipment
4. Cat6 cables from the radio will be connected to the LPUs
5. Cat6 jumpers will be installed from the LPUs to the PoE devices mounted inside the network equipment rack
6. Cat6 cable tests will be performed to assure proper operation for the cable
7. Power will be supplied to the radios and radios will be checked for proper operation

New Concession Stand
1. (3) Wall Mount will be installed onto the side of the roof, (1) with clear line of sight to City of Celina Annex building, (2) pointed west towards the Old Concession stands
2. PTP1200FX radio and antenna will be installed onto the mast and set on azimuth towards the Annex
3. PTMP Access Point will be installed with coverage to Old Concession Stand and Soccer Concession Stand
4. PTP600TX radio will be installed with line of sight to Old Concession Stand
4. Cat6 Cables will be ran and supported to the inside of the building near the network equipment
5. LPUs will be mounted to the wall near the network equipment
6. Cat6 cables from the radio will be connected to the LPUs
7. Cat6 jumpers will be installed from the LPUs to the PoE devices mounted inside the network equipment rack
8. Cat6 cable tests will be performed to assure proper operation for the cable
9. Power will be supplied to the radios and radios will be checked for proper operation
10. Link to City of Celina Annex will be aligned until peak RSL is achieved

Old Concession Stand
1. (2) Wall Mount will be installed onto the side of the roof, (2) with clear line of sight to New Concession Stand
2. 600TX radio and antenna will be installed onto the mast and set on azimuth towards the New Concession Stand
3. PTMP Subscriber Unit will installed onto the mast aimed to New Concession Stand
4. Cat6 Cables will be ran and supported to the inside of the building near the network equipment

5. LPUs will be mounted to the wall near the network equipment
6. Cat6 cables from the radio will be connected to the LPUs
7. Cat6 jumpers will be installed from the LPUs to the PoE devices mounted inside the network equipment rack
8. Cat6 cable tests will be performed to assure proper operation for the cable
9. Power will be supplied to the radios and radios will be checked for proper operation
10. 600TX Link to New Concession Stand will be aligned until peak RSL is achieved
11. PTMP Subscriber Unit will be aligned to the New Concession Stand Access Point until peak RSL is achieved

Soccer Field Concession Stand
1. (1) Wall Mount will be installed onto the side of the roof, (1) with clear line of sight to New Concession Stand
3. PTMP Subscriber Unit will installed onto the mast aimed to New Concession Stand
4. Cat6 Cables will be ran and supported to the inside of the building near the network equipment
5. LPUs will be mounted to the wall near the network equipment
6. Cat6 cables from the radio will be connected to the LPUs
7. Cat6 jumpers will be installed from the LPUs to the PoE devices mounted inside the network equipment rack
8. Cat6 cable tests will be performed to assure proper operation for the cable
9. Power will be supplied to the radios and radios will be checked for proper operation
10. PTMP Subscriber Unit will be aligned to the New Concession Stand Access Point until peak RSL is achieved

Project Notes
1. The 600TX radio link will not be in use under phase 1 but will be needed for bandwidth improvements for the WIFI under Phase 2
2. The New Concession Stand is currently under construction. Modifications may be needed for additional height if line of sight doesn?t exist. This may incur additional costs
3. Power will be the responsibility of City of Celina
4. Network Configuration and Equipment are the responsibility of City of Celina

Invoicing Notes
1. All equipment will be billed upon receipt of Purchase Order
2. Installation labor and Travel will be billed upon completion

Line #	Qty	Description	Total Price
1		**Phase 1 - Annex to New Concession PTP Link, New Concession PTMP Access Point Installation, Old Concession & Soccer Concession PTMP Subscriber Installations**	
2	1	Point to Multipoint Equipment (New Concession to Old Concession and Soccer Concession)	$7,605.10
3	1	PTP Equipment (Annex to New Concession)	$5,553.00
4	1	PTMP & PTP Equipment Warranties	$2,848.35
5	1	Installation Materials for Phase 1	$3,249.84
6	1	Labor & Travel for Phase 1	$17,332.00

SubTotal	$36,588.29
Sales Tax	$0.00
Shipping	$0.00
Total	**$36,588.29**

Please contact me if I can be of further assistance.

Attachment: Change Order 1 (Old Celina Park Expansion)

JTS - STANDARD TERMS & CONDITIONS

1. ACCEPTANCE:

Proposal valid for thirty (30) days from date of quotation unless specifically stated otherwise by JTS. Acceptance of order/contract by JTS subject to credit approval. The Buyer agrees to, and is bound by, the terms and conditions expressed herein, unless objected to in writing by Buyer and accepted in writing by JTS. Buyer's acceptance of all or any part of the proposal is conclusive assent to abide by the terms and conditions herein. Where a conflict in terms & conditions exists, the Texas Department of Information Resources (DIR) Contract Terms & Conditions (Appendix A) shall override these.

2. TERMS:

a. Net 30 days from date of invoice or as specified in proposal.
b. Material cost is to be paid before any equipment is ordered.
c. Invoice to be issued upon completion of pre-staging, pre-configuration, and pre-assembly.
d. Final invoice to be issued upon completion of installation. If not paid by 30 days from date of invoice, as an additional remedy for lateness, there shall be paid a service charge at the rate of 1 ½% per month (or maximum legal rate) from the due date until paid.

3. PROGRESSIVE BILLING

On larger projects over $50,000 we will adhere to progressive billing and will be set on a site by site bases and the invoices will be sent as milestones are met.

4. TAXES:

DIR customers are exempt from sales taxes. Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon JTS. However, all such taxes, duties or assessments are the responsibility of the Buyer except where exempt.

5. CONTRACT CANCELLATION:

Purchase Order or contract may not be changed or cancelled without prior written approval by JTS. Any order cancelled, after any work has been performed by JTS, or related partners, such as Engineering Services, Fabricating, Mobilization, Installations, etc., will have a cancellation charge to be determined solely at the discretion of JTS, for whatever work has been performed. If Buyer so chooses, it shall have the right to receive the material already procured at time of cancellation at the quoted price. JTS reserves the right to change or modify the design or construction of any of its products and services, and to substitute materials or services equal to or superior in quality and construction to that originally specified.

6. CHANGE ORDERS:

Any change to the agreed to Scope of Work will result in a Change Order. All Change Orders will be formally presented to the customer for approval before moving forward with the Change Order. The Change Order will outline in detail the new Scope of Work and the costs affected by the new Scope of Work.

7. DELAYS:

For any delay due to Force Majeure, including but not limited to, Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Buyer, its employees, agents or subcontractors, strikes, freight embargoes, severe weather conditions or any other cause whatsoever beyond the control and without fault of JTS or its subcontractors, whether similar to or dissimilar from causes herein enumerated, then JTS shall not incur any liability consequential or otherwise for such delays and an equal extension of time within which to perform shall be allowed to JTS. Crew downtime incurred for any reason, including but not limited to, materials delays, defective materials, Buyers delays, shall be charged to Buyer at JTS' current rates for downtime/standby time.

8. DELIVERY:

a. All prices are F.O.B. (freight on board) destination.
b. Buyer will not be billed for freight charges.
c. JTS' responsibility ceases upon confirmed shipment/receipt of materials by receiver.
d. JTS does not accept responsibility for damages or shortages which occur during transit.
e. JTS will not accept responsibility once shipment is received and is damaged.
f. JTS will ship materials by common carrier. Buyer must make careful inspection of materials when received and make all claims for damage or loss to delivering carrier upon arrival.
g. Damaged shipment must me documented with photographs.
h. Receiver is granted to accept part of the order that is NOT damaged and deny the damaged.
i. All delivery times given by JTS are approximate dates and times only, unless specifically agreed to by JTS. JTS shall not incur any liability for downtime suffered by Buyer because of delayed delivery.

9. RETURNED PRODUCTS:

Prior written authorization from JTS is required for all returned products. When a return is authorized, it must be received within 30 days after shipment is received, freight prepaid to a destination of JTS' choice, and be in new condition. All returned products are subject to a restocking charge to be determined by JTS. Only products specifically approved for return by JTS will be considered for return and credit. Unusable products returned to JTS will be scrapped and no credit will be given.

10. INDEMNIFICATION:

Buyer shall protect, defend and indemnify JTS and its officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of are related to the work under this agreement and are caused by or arise out of Buyer's negligence, willful misconduct or other acts or omissions which impose upon Buyer strict liability, and that result in personal injury, death, property loss or damage. If such claim, demand, expense or cause of action is caused by or arises out of the joint or concurrent negligence, willful misconduct or acts or omissions of JTS and Buyer each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.

11. WARRANTY:

a. Sale of Materials: JTS passes through all manufacturer warranty to Buyer, that the products re-sold by JTS will be free from defects of material and workmanship for the period specified by that particular manufacturer. Products fabricated by JTS will be free from defects of material and workmanship for a period of one (1) year from date of shipment. JTS' sole obligation under these warranties will be limited, at JTS' option and expense, to either repairing or furnishing a replacement F.O.B. first point of shipment for the products or parts thereof which JTS determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of JTS. JTS expressly provides that it is not responsible for labor costs involved in the re-installation of such products or parts. JTS does not warrant any material, product or labor not contracted for, manufactured or furnished by Seller. This warranty shall be effective only if Buyer installs all materials according to JTS' recommendations and specifications and that Buyer, during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL JTS BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL JTS' LIABILITY OF ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALES CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT. Any action for breach of warranty must be commenced within one year after the cause of action accrues.
b. Sale of Labor: In addition to the above warranty on materials, construction and installation labor through JTS' employees and subcontractors, JTS agrees to correct all construction and installations performed under this Agreement which proves to be defective in workmanship within a period of one (1) year from the date of substantial completion of the construction or installation project.

12. ASSIGNMENT:

JTS reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Buyer. Any such transfer does not relieve JTS from order/contract obligation to Buyer.

13. SITE/JOB CONDITIONS:

Buyer shall provide site access during normal business hours 7am-5pm Monday-Friday. Site(s) shall be readily accessible to standard vehicles, and in the event of civil construction or tower erection, accessible to standard mix trucks, semi-tractor and trailers, cranes etc., with adequate space for material delivery, storage, assembly/erection and have adequate space for equipment operation and equipment turn around during construction. Unless otherwise stated in JTS' proposal, concrete installation is based on normal soil conditions (4000 psi) as defined by E.I.A. Specification. responsibility of determining soil conditions rest with the Buyer unless geotechnical report is purchased by the customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors foundations and conduit.
a. Normal Soil Conditions and Excavation Soils Analysis Required. After review of the soils report, if caissons or any form of bed rock excavation or blasting is required, this will result in changes to the foundation quotation.
b. Survey of proposed site required before installation of foundations.
c. It is assumed that the site is leveled and in the case that it is not, it will need to be re-engineered.
d. If actual site conditions are different from what was originally provided by customer outside of industry standards it may result in a change order.
e. Any customer work directive received during adverse weather conditions such as rain, snow, or ice will be subject to an additional cost not to exceed $1,500 per day or delay of project until suitable weather conditions permit project completion within budget. In the event that more than 2 cumulative days is lost due to inclement weather the customer and the contractor will discuss options to either pay crew expenses or demobilize and remobilize the crew.
f. If any unsafe acts performed on site in JTS presence will be liable for work being ceased with possible change order not to exceed $3000 per day.
g. If any unsafe acts and/ or unsafe conditions found on site, the customer will be liable for work being ceased with possible change order not to exceed $3000 per day.

14. EXCLUSIONS FROM PROPOSAL PRICE:

Proposal prices does not include the following, unless specifically stated otherwise:
a. Blasting, drilling, use of jack hammer, sheet piling, pumping of water or other condition requiring special material or equipment for foundation installation.
b. Hauling in backfill.
c. Site clearing of any nature.
d. Restoration of any landscaping, fencing, crops or other improvements.
e. Permits, fees or licenses of any nature.
f. Rain, snow or ice weather conditions during installations of foundations or tower erections.
g. Union Labor.
h. Standby time while waiting for Buyer deliveries and delays during construction or inspections, as well as, delays in site access.
i. Engineering certifications, special insurance coverage (other than standard liability and workers' comp.) or any type of bond, or related bond fees.
j. Delivery of equipment to sites (unless specified in proposal)
k . Concrete coring, x-raying, scanning, penetrating radar or repairs.
l. Conduit runs, (unless specified in sales proposal)
m. Extra work beyond the scope of sales proposal.
n. Training related to special site or landlord circumstances, or special clothing or related monitoring equipment. Inclusion of any of the above constitutes a change order which shall be invoiced as an extra cost to Buyer.

15. STORAGE:

JTS reserves the right to apply storage charges of three-hundred and fifty dollars ($350.00) per month for structures/equipment kept in our yard/warehouse beginning 60 days after original ship date.

16. STILL PHOTOGRAPHY:

VIDEO: JTS at all times reserves the right to take pictures or video of any or all of its products and services after installation for documentation or advertising purposes, except those which are under classified government control and agreed to in writing by JTS.

17. GOVERNING LAW:

Contracts formed as a result of this proposal and the performance thereof shall be governed by principles of contract law under the laws of the State of Texas. Jurisdiction to resolve any dispute arising hereunder is agreed to be the District Court of the State of Texas.

18. ENTIRE AGREEMENT:

These terms and conditions are solely for the benefit of JTS and Buyer hereto and, in addition to the proposal attached hereto, represent the entire and integrated agreement between the parties, and, unless specifically referenced herein, supersedes all prior negotiations, representations or agreements, either written or oral.

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:	November 10, 2020
Re:	Beech St improvements, Project XXX

Action Requested:
Consider and act to authorize an agreement for engineering services for the design of improvements to the Beech St for an amount not to exceed $136,000.00. (Glasgow)

Background Information:
The scope includes engineering and surveying services by Pacheco Koch for the design of sewer, water, street and railroad quiet zone.

The City maintains an executed Master Service Agreement with Pacheco Koch for on-call engineering services. Staff has requested Pacheco Koch to provide services for the above project.

Alternatives:
Council may reject authorization of the agreement and direct staff.

Financial Considerations:
Funding source is from bond funds & sewer capital recovery fee.

Legal Review:
Standard contract documents have been used and previously reviewed.

Supporting Documents:
Agreement and Scope of Work.

Staff Recommendation:
Authorize the engineering services agreement.

Engineering Department
City of Celina, Texas

MASTER SERVICE AGREEMENT (MSA) TASK ORDER

Work Authorization No. 15

Pursuant and subject to the above captioned MSA dated May 8, 2018 between the City of Celina, Texas ("CITY") and Pacheco Koch Consulting Engineers ("CONSULTANT"), CITY hereby requests that CONSULTANT performs the work described below upon the terms set forth:

Work Site: Beech Street Improvements, Louisiana Drive to Oklahoma Drive. See Exhibit 'D'.

Work to be performed: As set forth in Exhibit 'A' (the "Scope of Services"), which is attached and made a part of, in accordance with terms of Master Service Agreement.

Date and Time to Commence: Immediately upon receipt of fully executed Work Authorization by CONSULTANT.

Date and Time to Complete: Final plans will be completed within 26 weeks of receipt of fully executed Work Authorization by Consultant. The entire work schedule is set forth in Exhibit 'C' (the "Work Schedule") which is attached and made a part hereof.

Invoice Mailing Instructions:
City of Celina
Attn: Andy Glasgow, MSCE, P.E., CFM
Director of Engineering
142 N Ohio
Celina, TX 75009
aglasgow@celina-tx.gov

Other Requirements or Variance from MSA (if any): None.

CONSULTANT PROVIDED INFORMATION:

Compensation: CONSULTANT shall be compensated by payment of fees, totaling $136,000.00, as detailed and set forth in Exhibit 'B' (the "Compensation & Method of Payment") which is attached and made a part hereof, in accordance with the terms of this Agreement and any subsequent executed Supplemental Agreement(s).

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CITY Representative:	CONSULTANT Representative:
	11/04/2020
Dawn Berry, CPPB Date	Mark A. Pacheco, P.E., R.P.L.S. Date
Purchasing Manager	President

Attachment: 2020-09-08_Pacheco Koch_2020 Task Order No. 12R1 (Beech St Improvements)

EXHIBIT A to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'A' – SCOPE OF SERVICES

BEECH STREET IMPROVEMENTS
LOUISIANA DRIVE TO OKLAHOMA DRIVE

PROJECT DESCRIPTION:

The Engineer will design the improvements of Beech Street between Louisiana Drive and Oklahoma Drive (Project). This will consist of the reconstruction of the existing two-lane asphalt pavement to the City of Celina's 37-foot B-B concrete curbed pavement section, 5-foot wide sidewalks, 12" water line, 8" wastewater line, and the design of a railroad crossing quiet zone (approximately 675 LF).

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:
   - Lead, manage and direct design team activities
   - Ensure quality control is practiced in performance of the work
   - Communicate internally among team members
   - Allocate team resources

2. Communications and Reporting:
   - Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
   - Conduct review meetings with the OWNER at the end of each design phase.
   - Prepare and submit monthly invoices in the format acceptable to the OWNER.
   - Prepare and submit monthly progress reports.
   - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
   - Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
   - With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs and make changes necessary to meet their requirements.

Attachment: 2020-09-08_Pacheco Koch_2020 Task Order No. 12R1 (Beech St Improvements)

3. Permit Coordination:
   CONSULTANT will provide coordination with TxDOT or other required agency for Permitting of the proposed infrastructure construction.
   Included in this item are:
   - Coordination of submittal of Application for Permit.
   - Research and provide appropriate design specifications.
   - Coordination for final plan approval.
   - Up to three (3) coordination meetings, if required.
   - Application and Permitting fees and special insurance premiums are not included.
4. Constructability Review:
   - Prior to the 60 percent review meeting with the OWNER, the CONSULTANT shall schedule and attend a project site visit with the OWNER Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the OWNER's comments from the field visit and submit this information to the OWNER in writing.
5. Utility Clearance:
   - The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
   - CONSULTANT will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Conceptual Design (Meeting)
A conceptual design meeting will be held once the survey is completed to finalize design parameters, street sections, landscaping requirements (if any), etc. to provide appropriate directions for the design.
- Obtain the OWNER's endorsement of the selected concept.

C. Preliminary Design (60% Submittal)

1. After the conceptual design meeting with the City, Consultant will proceed with Preliminary Design. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
   - Cover Sheet
   - General Notes
   - Quantity Sheet
   - Project Layout & Control Sheet
   - Roadway plan and profile sheets
     Scale 1" = 20' Horizontal; 1" = 2' Vertical
   - Drainage plan and profile sheets
     Scale 1" = 20' Horizontal; 1" = 2' Vertical

Attachment: 2020-09-08_Pacheco Koch_2020 Task Order No. 12R1 (Beech St Improvements)

- Water Line plan and profile sheets
- Traffic Control Plan
- Erosion Control Plans
- Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

2. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).

3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.

4. Submit a PDF of preliminary 60% plans, preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the OWNER for review. One (1) set of half size (11"x17") plans will be submitted with the 60% plan submittal, if requested.

D. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.

2. Submit a PDF of 90% plans, 90% construction contract documents and 90% opinion of probable construction costs for OWNER review. One (1) set of half size (11"x17") plans will be submitted with the 90% plan submittal, if requested.

3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.

4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).

5. Estimate of final construction quantities and final opinions of construction cost.

6. Submit (1) sealed (100%) set of final plans and construction documents.

E. Railroad Crossing Quiet Zone Design

1. Beech Street Plans Evaluation
   - Evaluate options and provide recommendations on Supplementary Safety Measures required to be installed on Beech Street as part of a proposed Railroad Quiet Zone. Supplementary Safety Measures could include median channelization or four quadrant gate system.

Attachment: 2020-09-08_Pacheco Koch_2020 Task Order No. 12R1 (Beech St Improvements)

2. Railroad Exhibit A
   - Prepare the Railroad Exhibit A in accordance with chapter 7 of the latest edition of the TxDOT Rail-Highway Operations Manual, which details the proposed improvements for the Railroad crossing including Supplementary Safety Measures, railroad crossing signing, pavement markings, standard details and notes.

3. Supplemental Safety Measures
   - Modify design plans for recommended Supplemental Safety Measures on Louisiana Drive and Oklahoma Drive.

4. Quiet Zone Implementation
   - Assist the City with the implementation of the quiet zone including attending the on-site Diagnostic Inspection, assist with the TxDOT required Notice of Intent (NOI) and Notice of Quiet Zone Establishment (NOE).

F. Bid Phase Services

CONSULTANT will support the bid phase of the project as follows.

1. Bid Advertisement:
   - CONSULTANT shall prepare and submit to OWNER a draft Bid Advertisement for publishing by the OWNER.

2. Bid Document Distribution:
   - The City will advertise the project for bid electronically and distribution of plans and specifications will be done electronically.

3. Bidder Assistance:
   - The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
   - Attend the virtual prebid conference in support of the OWNER, if necessary.
   - Bids will be submitted to the City electronically. No in person bid opening is anticipated.

4. Bid Analysis and Recommendation of Award:
   - The CONSULTANT will review all bids received for the construction project, assist the OWNER in evaluating bids, and recommend award of the contract.
   - The CONSULTANT will assist the OWNER in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
   - The CONSULTANT shall make a recommendation of award to the OWNER.

Attachment: 2020-09-08_Pacheco Koch_2020 Task Order No. 12R1 (Beech St Improvements)

5. Conformed Construction Documents:
   - Upon award of a contract by the OWNER, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

G. Field Survey

1. Pacheco Koch will establish survey control along Beech Street as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from Owner monumentation. Control points will be established using GPS and conventional surveying methods.

   A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits at each end of the project so that they may be easily found for future use. Benchmarks will be located at each end of the project and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys.

   Existing pavement, driveways and right-of-way will surveyed to a point at least 10' outside of the Right of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be surveyed to a point at least 50' beyond the sewer segment being replaced.

   Utility owner's will be contacted, on an as needed basis, and requested to assist in locating existing utilities identified for the project. Above ground features of existing utilities within the proposed Right of Way for the limits of the project will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of the Owner.

   Right-of-Way lines and/or property lines along the project will be approximately located based on record deeds and plats. Limited field measurements only to existing boundary monuments to approximate location.

Attachment: 2020-09-08_Pacheco Koch_2020 Task Order No. 12R1 (Beech St Improvements)

Not included in this item:

- Species names of trees.
- Trees less than 6-inches in diameter.
- Tree locations and identification in heavily wooded areas.
- Boundary surveying.
- Research or review of easements that may affect the subject tract.
- Subsurface utility engineering services.
- Parking spaces in parking garages.
- Location of irrigation control valves.

H. Geotechnical Investigation:

1. Through a qualified subcontractor, CONSULTANT shall:
   - Perform soil investigations, including field and laboratory tests, three (3) test borings up to a depth of 10 feet, related engineering analysis and recommendations for determining soil conditions will be made.
   - Field and laboratory analysis will be made at reasonable intervals along the project alignment.
   - An asphaltic concrete pavement section design will be prepared based on the results.
   - Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of pavement and possible construction problems reasonably to be expected.
   - Engineering characterization of the subsurface materials encountered.

SPECIAL SERVICES:

I. Construction Administration (If required, performed on a Not to Exceed basis)

1. Preconstruction Conference:
   - The CONSULTANT shall attend the preconstruction conference.

2. Site Visits:
   - The CONSULTANT shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress only. It is estimated that one (1) visit per month will be made by the CONSULTANT.

3. Shop Drawing and Lab Report Review
   - The CONSULTANT shall review shop and erection drawings submitted by the contractor for compliance with design concepts. The CONSULTANT shall review laboratory, shop, and mill test reports on materials and equipment.

Attachment: 2020-09-08_Pacheco Koch_2020 Task Order No. 12R1 (Beech St Improvements)

4. Instructions to Contractor
    - The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the OWNER.

5. Contractor's Payment Estimates
    - The Engineer shall review monthly and final estimates for payments to contractors. The payment estimates shall include appropriate certifications.

6. Final Inspection
    - The Engineer shall attend final inspection of the Project with representatives of the OWNER and the construction contractor.

Services <u>not</u> included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain studies and permitting*
- *Boundary surveying*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Traffic, transportation, and parking studies*
- *Retaining wall design*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*
- *Landscape Plan and Irrigation Plan*
- *Site Lighting Plan*
- *Construction staking*
- *Subsurface Utility Engineering*
- *Structural design or engineering*
- *Roadway, drainage or utility extensions not described above*
- *Environmental investigations*

END OF EXHIBIT 'A'

Attachment: 2020-09-08_Pacheco Koch_2020 Task Order No. 12R1 (Beech St Improvements)

EXHIBIT B to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

BEECH STREET IMPROVEMENTS
LOUISIANA DRIVE TO OKLAHOMA DRIVE

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of $136,000.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services	
A. Project Management, Coordination & Permitting	$8,500.00
B. Conceptual Design (Meeting)	$5,500.00
C. Preliminary Design (60% Submittal)	$35,000.00
D. Final Design (90% & 100% Submittals)	$30,000.00
E. Railway Crossing Quiet Zone Design	$38,000.00
F. Bid Phase Services	$2,500.00
G. Topographic Survey	$4,500.00
H. Geotechnical Investigation	$8,500.00
SUB TOTAL	**$132,500.00**
Special Services	
I. Construction Administration (Not to Exceed)	$3,500.00
SUB TOTAL	**$3,500.00**
TOTAL COMPENSATION	**$136,000.00**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

END OF EXHIBIT 'B'

Attachment: 2020-09-08_Pacheco Koch_2020 Task Order No. 12R1 (Beech St Improvements)

EXHIBIT C to Agreement between the City of _Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'C' – SCHEDULE

BEECH STREET IMPROVEMENTS
LOUISIANA DRIVE TO OKLAHOMA DRIVE

Activity	Estimated Duration (weeks)	Estimated Completion After N.T.P.
Notice-To-Proceed		
Topographic Survey	3	3 Weeks
Conceptual Design Submittal (30%)	3	6 Weeks
Preliminary Design Submittal (60%)	6	12 Weeks
Preliminary Owner Review Complete	2	14 Weeks
Final Design Submittal (95%)	6	20 Weeks
Final Owner Review Complete	2	22 Weeks
Final Plans Complete (100%)	4	26 Weeks
Receive Bids	4	30 Weeks
Contract Award	4	34 Weeks
Begin Construction	4	38 Weeks
Complete Construction	16	54 Weeks
Record Drawings	2	56 Weeks

The CONSULTANT is not responsible for delays beyond its control.

END OF EXHIBIT 'C'

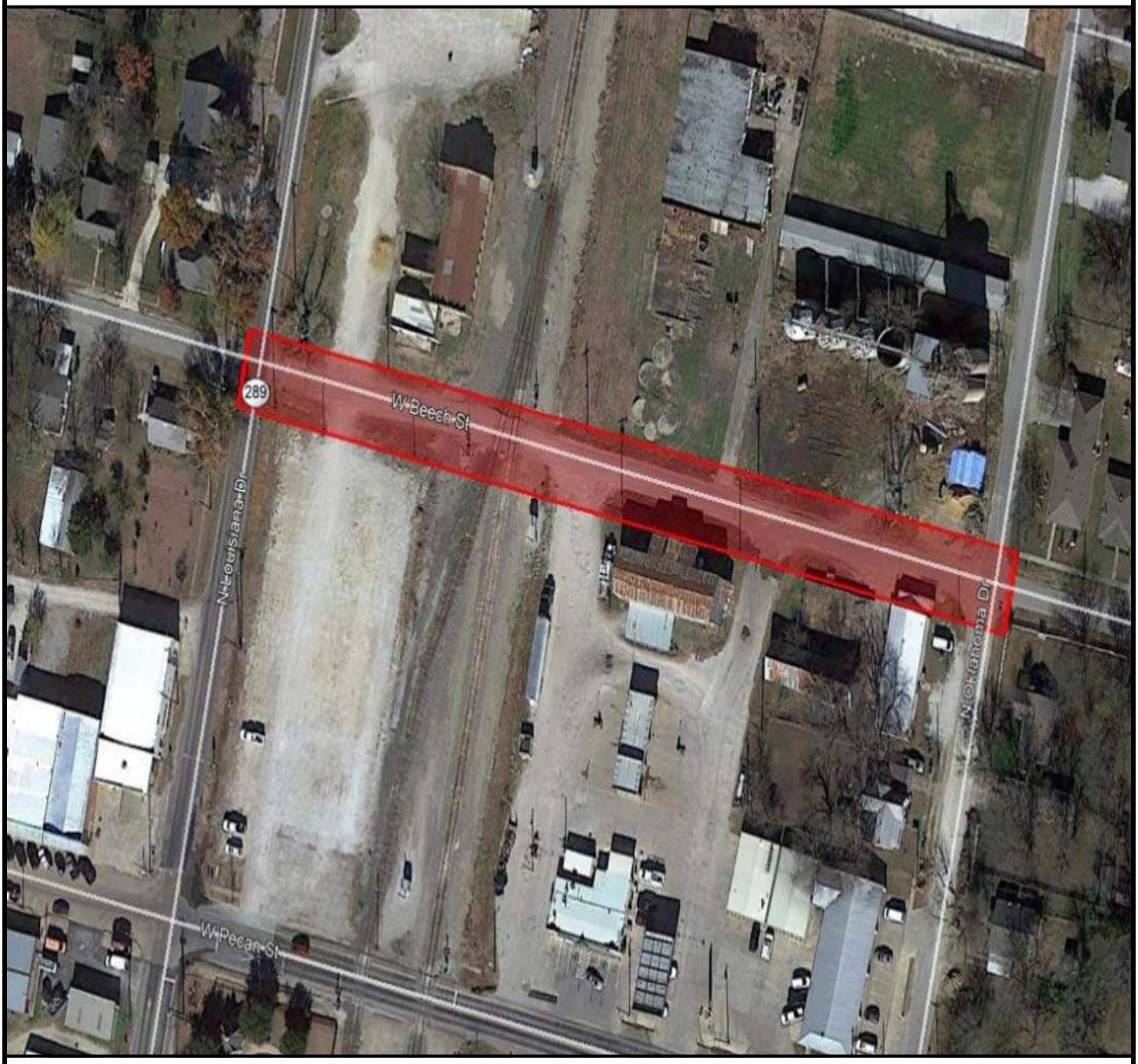
Attachment: 2020-09-08_Pacheco Koch_2020 Task Order No. 12R1 (Beech St Improvements)

EXHIBIT "D"

Pacheco Koch

Beech Street Improvements
Louisiana Drive to Oklahoma Drive
Celina, Texas

118 N. OHIO STREET
CELINA, TEXAS 75009-9999
PHONE: (214) 451-2765



LEGEND

PROJECT SITE

N.T.S.

DATUM
NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202

November 4, 2020

TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-100080-00

Attachment: 2020-09-08_Pacheco Koch_2020 Task Order No. 12R1 (Beech St Improvements)

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: November 10, 2020
Re: Interlocal between the City of Celina and Mustang Special Utility District

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Action Requested:
Consider and act to authorize the execution of an Interlocal agreement by and between the City of Celina and Mustang Special Utility District regarding the exchange of Water and Sewer Certificate of Convenience and Necessity Documents (Brawner)

Background Information:
The City of Celina executed a Certificate of Convenience and Necessity (CCN) agreement with Mustang Special Utility District (MSUD) to determine responsibility for the Sutton Fields development. After evaluating proposed infrastructure related to master water and sewer lines and the City's ultimate boundary, staff is recommending further modifications to the existing CCN agreement with Mustang.

The city is proposing to de-certify all areas for water CCN's that are outside the City's ultimate boundary (~2781 acres). The majority of this area is within a dually certified area and the proposed de-annexation area is 100% outside Celina's ultimate boundary. In exchange, Mustang will de-certify approximately 407 acres of water CCN and approximately 644 acres of sewer CCN that are within the City's ultimate boundary.

Board Review/Citizen Input:
N/A

Alternatives:
Council could chose to not approve agreement.

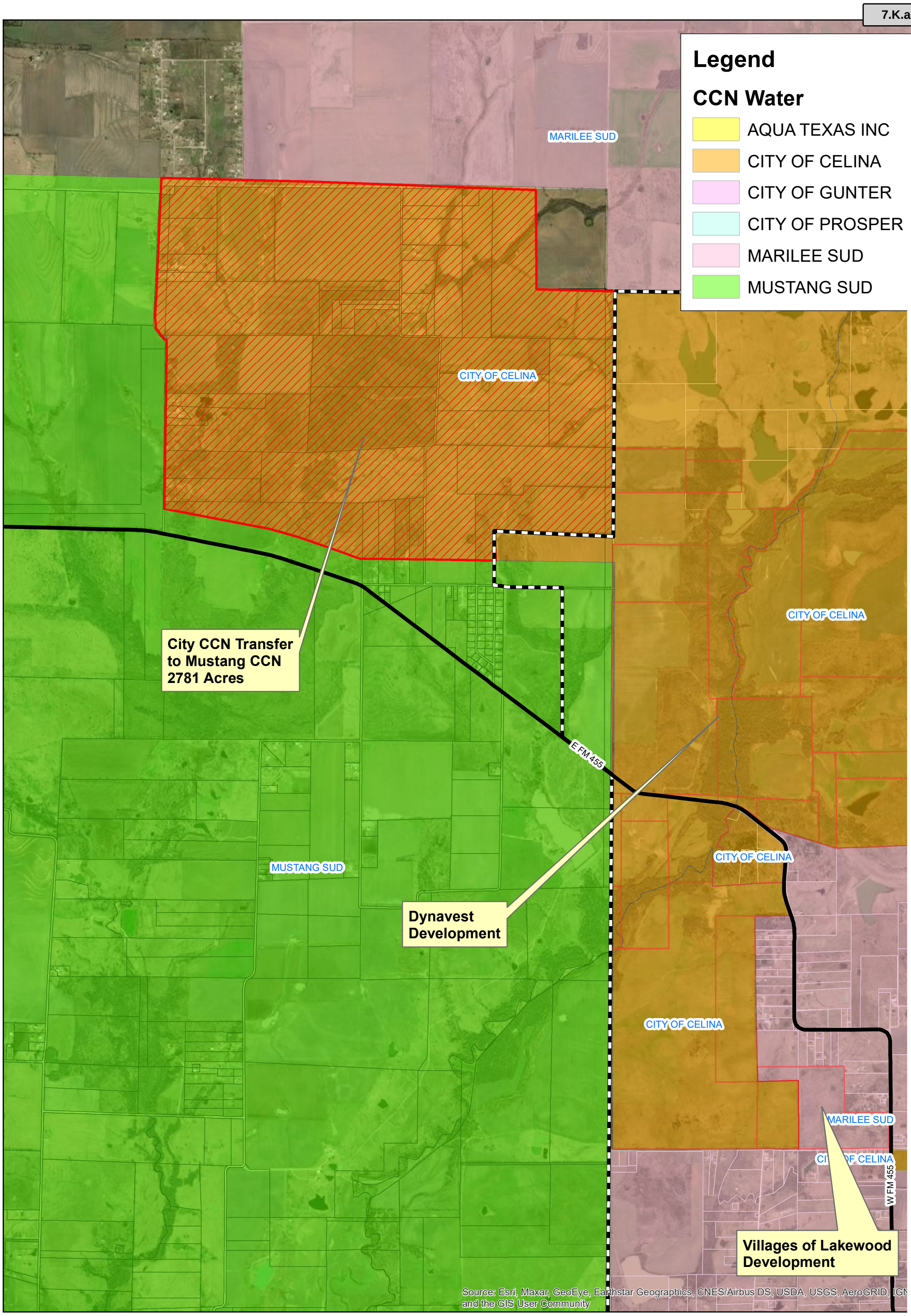
Financial Considerations:
Cost for the necessary engineering is within the existing budgets.

Legal Review:
Legal has reviewed and approved the agreement.

Supporting Documents:
Agreement
Exhibits

Staff Recommendation:

Staff recommends approval.



Attachment: CCN Exchange Exhibits (2020 Mustang CCN Agreement)

CELINA TEXAS EST. 1876

Life Connected.

Exhibit B
Water CCN Transfer
Celina to MSUD - 2781 Acres

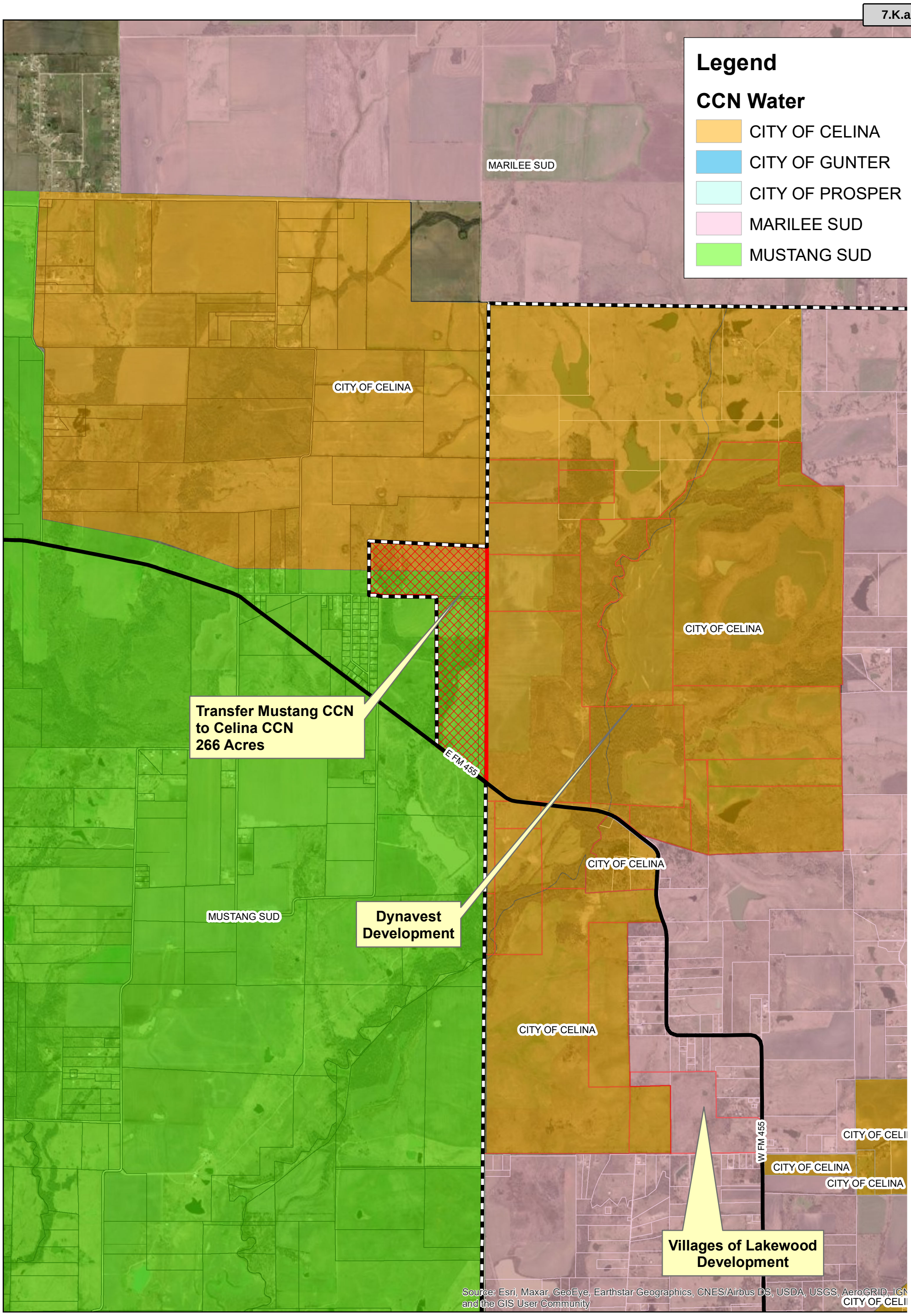
Date: 10/5/2020

Legend

- Major Roads
- Ultimate Boundary
- Villages of Lakewood
- Dynavest
- City CCN to Mustang CCN
- Roads
- Parcels

N W E S

0 2,400 4,800 Feet



Attachment: CCN Exchange Exhibits (2020 Mustang CCN Agreement)

CELINA TEXAS EST. 1876

Life Connected.

Exhibit C
Water CCN Transfer
MSUD to Celina - 266 Acres

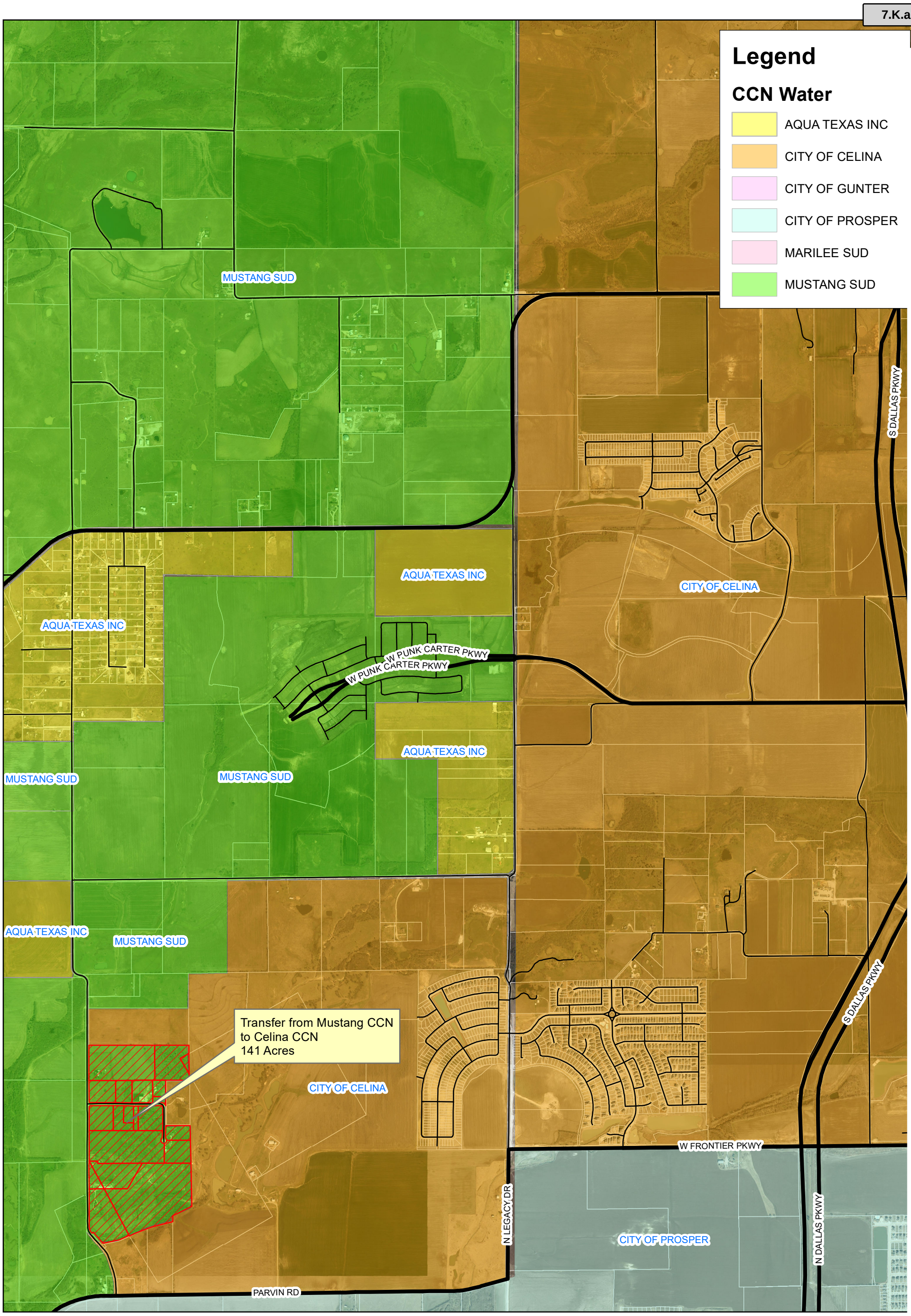
Date: 10/7/2020

Legend

- Major Roads
- UltimadeBoundary
- VillagesofLakewood
- Dynavest
- CCN Transfer
- Roads
- Parcels

N
W E
S

0 2,450 4,900 Feet



Attachment: CCN Exchange Exhibits (2020 Mustang CCN Agreement)

CELINA TEXAS EST. 1876

Life Connected.

Exhibit D
Water CCN Transfer
MSUD to Celina - 141 Acres

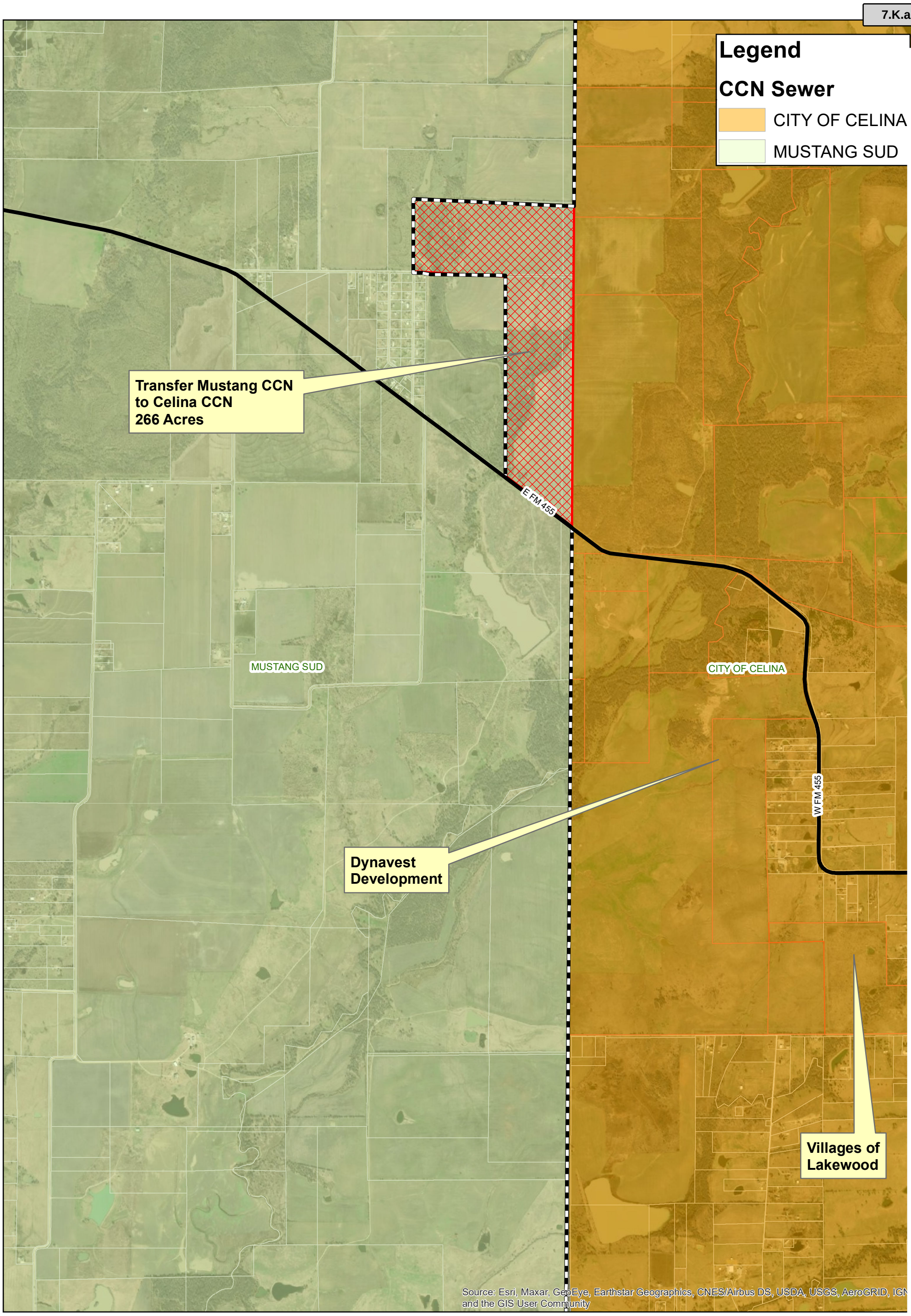
Date: 10/5/2020

Legend

- Major Roads
- Roads
- CCN Transfer

N W E S

0 1,625 3,250 Feet



Attachment: CCN Exchange Exhibits (2020 Mustang CCN Agreement)

CELINA TEXAS EST. 1876

Life Connected.

Exhibit E
Sewer CCN Transfer
MSUD to Celina - 266 Acres

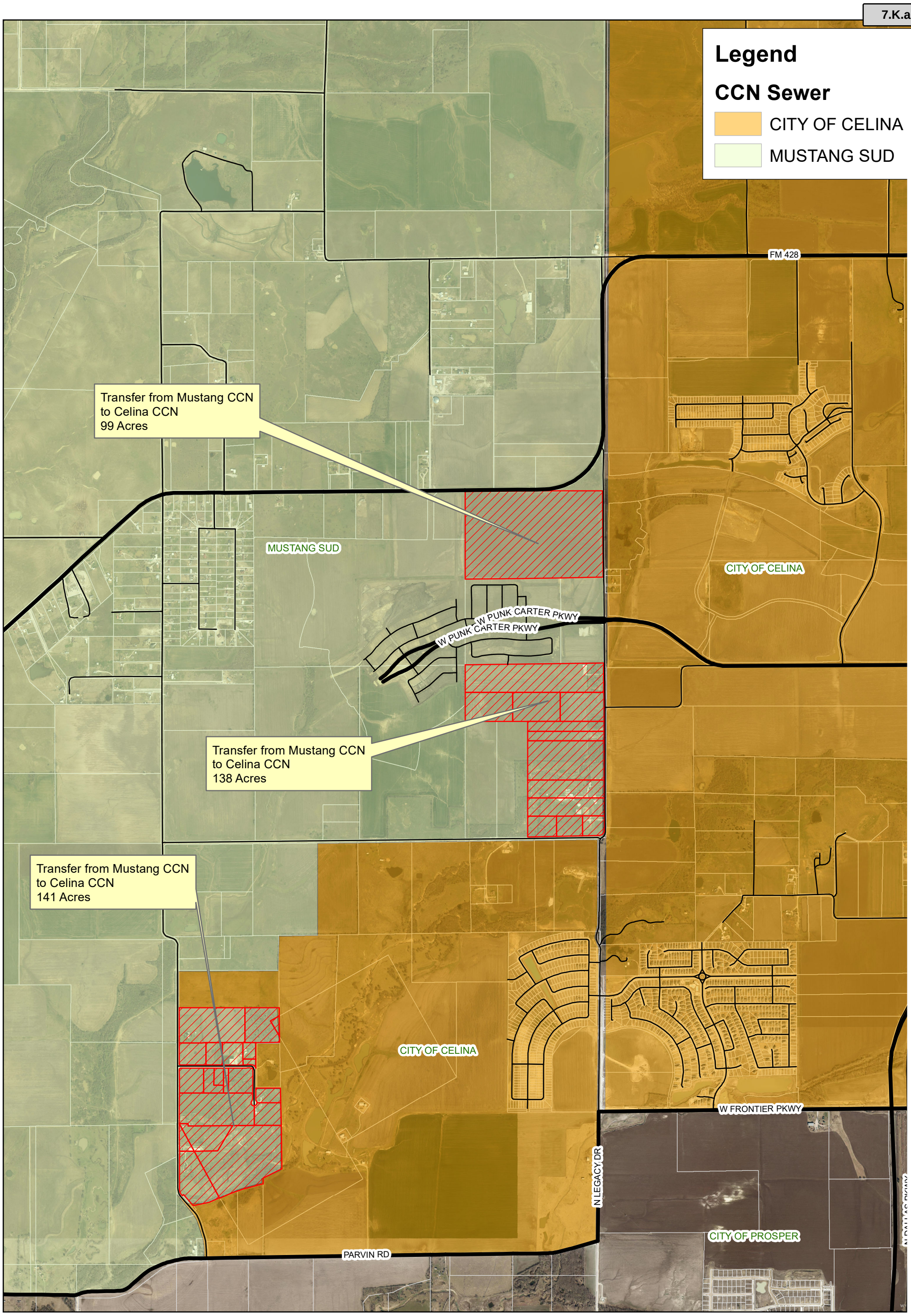
Date: 10/5/2020

Legend

- Major Roads
- Ultimate Boundary
- Transfer to Celina CCN
- Villages of Lakewood
- Dynavest
- Roads
- Parcels

N W E S

0 1,800 3,600 Feet



Attachment: CCN Exchange Exhibits (2020 Mustang CCN Agreement)

CELINA TEXAS EST. 1876

Life Connected.

Exhibit F
Sewer CCN Transfer
MSUD to Celina - 141, 138, 99 Acres

Date: 10/5/2020

Legend

- Major Roads
- Roads
- Transfer to Celina CCN
- Parcels

N W E S

0 1,625 3,250 Feet

State of Texas §
County of Denton §

INTERLOCAL AGREEMENT

FOR EASEMENT ASSIGNMENTS AND PROVISION OF RETAIL WATER SERVICE

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2020 between the City of Celina (the "City"), a Texas home rule municipality, and the Mustang Special Utility District ("MSUD"), a Texas special utility district, collectively the "Parties," pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code, and Chapters 49 and 65 of The Texas Water Code providing for the cooperation and contracting between local governmental bodies, and therefore, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

RECITALS

WHEREAS, the City desires to assign certain sanitary sewer easements (the "Easement Assignments") to MSUD and both Parties shall execute the Assignment and Transfer of Easements Agreement (the "Easements Agreement"), in substantial form attached as Exhibit "A"; and

WHEREAS, the Parties agree that MSUD shall pay for any subsequent relocation, maintenance, or other costs associated with the Easement Assignments; and

WHEREAS, the City desires to decertify a portion of its water Certificate of Convenience and Necessity ("CCN"), as indicated by the territory covering approximately 2,781 acres shown on Exhibit "B"; and

WHEREAS, MSUD desires to decertify and/or transfer certain portions of MSUD's water CCN to the City, as indicated by the territory covering approximately 266 acres shown on Exhibit "C" and by the territory covering approximately 141 acres shown on Exhibit "D"; and

WHEREAS, MSUD desires to decertify and transfer a portion of MSUD's sewer CCN to the City sewer CCN, as indicated by the territories covering approximately 266 acres, as shown on Exhibit "E," and the territories covering approximately 141 acres, 138 acres, and 99 acres, all shown on Exhibit "F";

WHEREAS, Chapter 791 of the Texas Government Code authorizes a local government and special district to enter into an interlocal contract to provide a governmental function or service that each Party is authorized to perform individually;

WHEREAS, both Parties desire to enter into this Agreement for the purpose of [providing water and sewer service, operation, and maintenance to the relevant territories in a manner that is most beneficial to the residents of such territories]; and

NOW THEREFORE, the Parties, pursuant to the foregoing considerations, agree as follows:

Attachment: Easement and CCN Agreement (11.05.20) (2020 Mustang CCN Agreement)

1. Assignment and Transfer of Easements Agreement. Within thirty (30) days following the execution of this Agreement, the Parties agree to execute the Easements Agreement, in substantial form attached as Exhibit "A."

2. Future Relocation of Easements. MSUD agrees and covenants that, following the execution of the Easements Agreement, MSUD shall be solely responsible for any relocation, maintenance, or other costs associated with the wastewater collection lines and all other appurtenances and facilities contemplated by the Easements Agreement.

3. City Water CCN Decertification. Pursuant to Section 13.248 of the Texas Water Code, the City will prepare for execution by the City and MSUD an application for the City to decertify the territory covering approximately 2,781 acres (the "Future MSUD Service Area"), as shown on Exhibit "B," from the City's water CCN No. 12667, thereby amending all affected CCNs accordingly. The Parties agree that MSUD shall be the sole retail provider of water and wastewater service to the Future MSUD Service Area and that such service will be provided in the same manner as service for projects similarly situated within the wider MSUD service area.

4. MSUD Water and Sewer Decertification and Transfer. Pursuant to Section 13.248 of the Texas Water Code, the City will prepare for execution by the City and MSUD an application for MSUD to decertify, from MSUD's water CCN No. 11856, the subset of the territory covering approximately 266 acres, as shown on Exhibit "C," where the City currently holds water CCN No. 12667. In addition, the application shall seek decertification and transfer of the remaining portion of the approximately 266 acres, as shown on Exhibit "C," where the City does not currently hold a water CCN, from MSUD's water CCN No. 11856 to the City's water CCN No. 12667. Furthermore, this application shall seek decertification and transfer of the territory covering approximately 141 acres, as shown on Exhibit "D," from MSUD's water CCN No. 11856 to the City's water CCN No. 12667; the territories covering approximately 266 acres, as shown on Exhibit "E," from MSUD's sewer CCN No. 20930 to the City's sewer CCN No. 20764; and the territories covering approximately 141 acres, 138 acres, and 99 acres, as all shown on Exhibit "F," from MSUD's sewer CCN No. 20930 to the City's sewer CCN No. 20764 (collectively, the "Future City Service Areas"), thereby amending all affected CCNs accordingly. The Parties agree that the City shall be the sole retail provider of water and wastewater service to the Future City Service Areas indicated on Exhibits "C" and "D" and that the City shall be the sole retail provider of sewer service to the Future City Service Areas indicated on Exhibits "E" and "F"; all such service will be provided at the same rates and in the same manner as service for projects similarly situated within the City.

5. Timeliness of CCN Transfers. The Parties both desire to execute the CCN Transfers, set forth in Sections 3 and 4 of this Agreement, as expeditiously as possible, and agree to cooperate in good faith and support the other Party's efforts in order that all CCN Transfers are applied for and processed in an orderly and timely manner.

6. MSUD Facilities. Pursuant to Section 65.016 of the Water Code, the City does not require that MSUD submit water and wastewater facility plans and specifications for review or approval. Mustang agrees to provide approved construction plans to the City prior to the commencement of construction. The Parties also agree that the City may inspect all such facilities constructed by MSUD within the corporate limits or the extraterritorial jurisdiction of the City with 24 hours notice, and in accordance with Mustang approved plans.

7. Effective Date. This Agreement is enforceable among the Parties following execution of this Agreement by all of the parties. The CCN Transfers contemplated by this Agreement will be effective and enforceable upon approval by the Texas Commission on Environmental Quality ("TCEQ") (the "Transfer Effective Date"). MSUD and City will cooperate in the timing and drafting of the Notice to Customers, if any, that may be necessary.

8. Temporary Service by the City. Should it be necessary to provide retail water service within the CCN area to be transferred to the City, following the execution of this Agreement by the Parties, but prior to approval of the CCN transfer by the TCEQ, then MSUD agrees that the City shall be entitled to provide temporary water and/or sewer service within the CCN area to be transferred to the City pending TCEQ approval.

9. Temporary Service by MSUD. Should it be necessary to provide retail water or sewer service within the CCN area to be transferred to MSUD, following the execution of this Agreement by the Parties, but prior to approval of the CCN transfer by the TCEQ, then the City agrees that MSUD shall be entitled to provide temporary water and/or sewer service within the CCN area to be transferred to MSUD pending TCEQ approval.

10. Filing of Agreement. After execution of the Agreement by the Parties, a copy of the Agreement will be filed with the TCEQ together with any other forms required by the TCEQ.

11. Section 13.248. This Agreement will be construed and interpreted to comply with Section 13.248 of the Texas Water Code.

12. Applicable Texas Law. This Agreement will be governed by and construed and enforced under the laws of the State of Texas.

13. Assignability. This Agreement is non-assignable and may not be assigned by either party without the written consent of the other.

14. Performance and Venue. The obligations and undertaking of each of the Parties to this Agreement will be performed in Denton, Texas. Except for matters within the jurisdiction of the TCEQ (or it successors), the parties expressly agree that all judicial proceedings to enforce any of the provisions of the Agreement will take place in Denton County, Texas.

15. Waiver of Breach. Forbearance or waiver of one or more instances of breach of this Agreement by any party shall not constitute a continuing forbearance or a waiver of any subsequent breach of this Agreement.

16. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No Agreement statement, or promise made by any party or by any employee, agent, or officer of any party, with reference to the subject matter of this agreement, that is not contained in the Agreement will be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the party or parties to be charged.

17. Successors and Assigns. This Agreement will be binding upon the Parties hereto and their respective successors, representatives and assign.

18. Agreement Drafted Equally. This Agreement will be deemed drafted equally by

the Parties hereto. The language of all parts of this agreement will be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party will not apply.

19. Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect.

20. Notices. Any notice to be given hereunder by either party to the other party shall be in writing, unless otherwise provided herein, and may be effected by delivery in person or by electronic delivery, or by sending said notices by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when deposited with the United States Postal Service with sufficient postage affixed. Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

To MSUD: Mustang Special Utility District
Attn: Chris Boyd, General Manager
7985 FM 2931
Aubrey, Texas 76227
cboyd@mustangwater.com

Copy to: Robert Harris
Attorney for Mustang SUD
RL Harris Law
RHarris@RLHarrislaw.com

To the City: City of Celina
Attn: Jason Laumer, City Manager
142 N. Ohio St.
Celina, Texas 75009
jlaumer@mustangwater.com

Copy to: Lance Vanzant, Partner
Hayes, Berry, White & Vanzant
512 W. Hickory St., Ste. 100
Denton, TX 76201
lvanzant@hbwvlaw.com

21. Breach of Agreement and Remedies. If either Party breaches any term or condition of this Agreement, the non-breaching party may, at its sole option, provide the breaching party with notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon its receipt of a notice of breach, the breaching party shall have sixty (60) days to cure the breach, assuming such breach reasonably may be cured in such time period. If the breaching party does not cure the breach within the sixty (60) days (or a reasonable period of time if 60 days is not sufficient), the non-breaching party shall have all rights and remedies at law (except termination of this Agreement) and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith. The rights and remedies granted in this Agreement to the Parties in the event of default are

cumulative, and the exercise of such rights shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Agreement.

22. Indemnity. To the maximum extent allowed by law, the City shall indemnify and save harmless the MSUD and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the City or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.

To the maximum extent allowed by law, the MSUD shall indemnify and save harmless the City and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the MSUD or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.

23. Attorney's Fees. In the event that the terms and conditions of the Agreement are breached by either party, and the parties participate in a proceeding before any state or federal tribunal because the terms and conditions of this agreement are not being complied with by one of the parties, the prevailing party shall recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing party, general or special, at law or in equity, to which the prevailing party may show itself justly entitled.

24. Covenant of Authority. The respective signatories to the Agreement covenant that they are fully authorized to sign this Agreement on behalf of their respective party.

25. Multiple Counterparts. This Agreement may be executed in multiple counterparts and each counterpart will be considered to be an original of the Agreement.

26. Amendment. No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives of the Parties, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

27. Effective Date. This Agreement shall be effective from and after the date of approval by the duly elected Board of Directors of MSUD and the City Council members of the City of Celina.

(Signature pages to follow.)

EXECUTED on this ____ day of _____, 2020, by: CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

Vicki Faulkner, City Secretary

EXECUTED on this ____ day of _____, 2020, by: MUSTANG SPECIAL UTILITY DISTRICT

By: _____
Chris Boyd, General Manager

ATTEST:

[Insert proper notary line]

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:	November 10, 2020
Re:	2021 Annual Street Maintenance

Action Requested:
Consider and act upon a contract by and between the City of Celina and TRC Engineering for the design of the reconstruction of some selected roads in downtown with associated water and sewer improvements as part of the City's Annual Street Maintenance Program in the amount of $138,500 . (Glasgow).

Background Information:

The City has an annual street maintenance program where by streets are maintained annually based on streets conditions. This year the following streets downtown have been selected with accompanying water and sewer improvements.

- E. Elm St - From S. Oklahoma Dr. to S. Arkansas St.
- W. Main St - From S. Kentucky Dr. west to end of the street.
- S. Arizona St - From W. Ash to W. Elm St
- W. Ash St - From S. Arizona Dr. to S. Colorado Dr.
- S. New Mexico Dr - From E. Ash St. to Pecan St.

Board Review/Citizen Input:
N/A

Alternatives:
City Council could chose to not proceed with this project.

Financial Considerations:
Funding for the design of the annual street improvements project will funded from General fund, utility impact fees, and bond funds.

Legal Review:
Contract will follow the standard work order format. A Master Services Agreement was executed by and between the City of Celina and TRC Engineers on November 14, 2017.

Supporting Documents:

- Task Order
-Scope of Work

Staff Recommendation:
Approve.

Engineering Department
City of Celina, Texas

MASTER SERVICE AGREEMENT (MSA) TASK ORDER

Work Authorization No. ____

Pursuant and subject to the above captioned MSA dated November 14, 2017 between the City of Celina, Texas and TRC Engineers, Inc., the City of Celina hereby requests that CONSULTANT performs the work described below upon the terms set forth:

Work Site: 2021 Annual Street Maintenance (Various Locations)

Work to be performed: See attached proposal for Engineering Services.

Date and Time to Commence: Immediately upon execution of this work order.

Date and Time to Complete: Within 70 days of execution of contract (design services.)

Invoice Mailing Instructions:
City of Celina
Attn: Andy Glasgow, MSCE, P.E., CFM
Director of Engineering
142 N Ohio
Celina, TX 75009
aglasgow@celina-tx.gov

Other Requirements or Variance from MSA (if any): None

CONSULTANT PROVIDED INFORMATION:

Compensation: $138,500

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

Consultant:	Owner
Via attached contract	
Justin Thomas, PE Arlington CES Practice Leader	Dawn Berry Purchasing Manager
10/28/2020	
Date	Date

700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

October 28, 2020

Mr. Andy Glasgow, MSCE, P.E., CFM
Director of Engineering
142 N. Ohio Street
Celina, TX 75009

Re: 2021 Annual Street Maintenance
Engineering Services Proposal

Dear Mr. Glasgow:

The City of Celina (City) has requested that TRC Engineers, Inc. (TRC) provide this engineering proposal for design services related to the above referenced project. The overall project consists of reconstructing various roadways, water lines and sanitary sewer line as identified by City staff shown on the attached exhibits. Based on the attached Scope of Work, the cost to provide these services is $138,500.

This work would be provided as a task order under the Master Service Agreement (MSA) executed between the City and TRC.

The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

Justin Thomas

Justin Thomas, P.E.
Arlington CES Practice Leader
TRC Engineers, Inc.

Attachments

Attachment: Proposal_2021 Street Maintenance_201028 (Annual Street Maintenance (ASM) 2021)

CITY OF CELINA, TEXAS
2021 ANNUAL STREET MAINTENANCE
TRC SCOPE OF WORK
OCTOBER 28, 2020

PROJECT DESCRIPTION

The project will consist of replacing aging asphalt pavement. The proposed pavement will be asphalt with cement treated full depth repair of existing roadway for base. Some streets will also include replacement of existing water and sanitary sewer mains. The specific areas as shown on the attached 2021 Maintenance Project exhibit with approximate lengths include:

- E. Elm St – From S. Oklahoma Dr. to S. Arkansas St.
  - 500 linear feet of asphalt pavement reconstruction.
  - 700 linear feet of waterline replacement.
  - 150 linear feet of sanitary sewer replacement.
- W. Main St – From S. Kentucky Dr. west to end of the street.
  - 500 linear feet of asphalt pavement reconstruction.
  - 510 linear feet of waterline replacement.
  - 390 linear of sanitary sewer replacement.
- S. Arizona St – From W. Ash to W. Elm St
  - 710 linear feet of asphalt pavement reconstruction.
  - 700 linear feet of waterline replacement.
  - 850 linear of sanitary sewer replacement.
- W. Ash St – From S. Arizona Dr. to S. Colorado Dr.
  - 340 linear feet of asphalt pavement reconstruction.
  - 370 linear feet of waterline replacement.
  - 570 linear of sanitary sewer replacement.
- S. New Mexico Dr – From E. Ash St. to Pecan St.
  - 1,740 linear feet of asphalt pavement reconstruction.
  - 360 linear feet of waterline replacement.
  - 550 linear of sanitary sewer replacement.

TASK 1 – TOPOGRAPHIC SURVEYING

TRC will provide topographical data as required to complete the engineering design. Survey data will be provided in AutoCAD format and include an existing basemap showing locations of street ROW, property lines, easements, trees, fences, culverts and other pertinent existing features within the project area. Surveyor will contact utility locating service prior to fieldwork for marking of underground utility lines and provide deed research of adjacent property ownership within the proposed project area. The survey will provide control points for use during construction. The survey will encompass the width of the Right-of-Way (ROW) for each street section.

Attachment: Proposal_2021 Street Maintenance_201028 (Annual Street Maintenance (ASM) 2021)

TASK 1 – CIVIL ENGINEERING
TRC will prepare detailed plans and specifications for use in reconstructing various asphalt streets and utility line replacement. Plan sheets will include plan and profiles of the streets, regrading of bar ditches along both sides of road, street cross sections every 100 feet, water and sanitary sewer mains; including standard notes and details.

It is anticipated that TRC will submit a 60%, 90% and 100% set of construction plans for the City to review. TRC will attend design progress meetings and provide updated engineer's opinion of probable construction costs with each submittal.

TASK 2 - CONSTRUCTION ADMINISTRATION
Bidding and Construction Administration - TRC will assist the City in the bid process including preparation of bid advertisement document, attendance at a pre-bid meeting if necessary, respond to contractor questions, preparation of addenda, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents. After the bidding is completed, TRC will provide updated construction plans and specifications to include the bid addenda for use during construction.

Throughout construction, TRC will assist the City with contractor correspondence, materials submittal review, respond to contractor requests for information (RFI), contractor pay request reviews, attendance at one preconstruction meeting, attendance at monthly progress meetings (maximum of seven) with the contractor, periodic site visits (maximum of two), final inspection with the contractor and City staff, preparation of punch list and record drawing preparation based on the contractor's as-built plans.

ASSUMPTIONS
The following assumptions apply to the basis of costs for this project:

- Plan and bid documents will be per TRC's and the City's standards.
- City will be responsible for arranging ROW, easement, and/or property access prior to commencement of fieldwork.
- No new properties will be acquired.
- Water and sanitary sewer alignments will be similar to the existing shown on the attached exhibits.
- Existing water and sanitary sewer utilities can accommodate the proposed improvements.

EXCLUSIONS
The following items are excluded from the Scope of Work:

- Construction staking
- Drainage design.
- Geotechnical investigation.
- Analysis of the City's existing water and sanitary sewer system.
- Landscape and irrigation design.
- Continuous construction inspection or services other than those listed above.
- Franchise utility coordination.
- Detailed title search or title policy.

Attachment: Proposal_2021 Street Maintenance_201028 (Annual Street Maintenance (ASM) 2021)

- Preparation of final plats, Right-of-Way or easement documents.
- Environmental or permitting services.

COMPENSATION FOR SERVICES

The cost to provide the design engineering services will be invoiced as a lump sum project for tasks 1 and 2. This lump sum fee includes labor and material costs associated with the Scope of Work identified above. Task 3 will be invoiced on a time and materials basis per the attached Billing Rate Schedule, not to exceed the cost shown below without prior authorization from the City. A breakdown of the costs for the City's review is shown below.

1.	Topographic Surveying (Lump Sum)	$ 22,800
2.	Civil Engineering (Lump Sum)	$ 96,700
3.	Bidding and Construction Administration (Time and Materials)	$ 19,000
	TOTAL CONTRACT AMOUNT:	**$ 138,500**

TRC's fees above are based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. The payment schedule will be via progress billing (percent complete for each task).

Attachment: Proposal_2021 Street Maintenance_201028 (Annual Street Maintenance (ASM) 2021)

Billing Rate Schedule
TRC Engineers, Inc.

A. RECORDS

Accurate and daily records of all labor, equipment, and materials furnished by TRC Engineers, Inc. on a project will be kept. Daily records will be summarized on a weekly and/or monthly basis and submitted for review upon customer's written request.

B. WAGE RATES

3.24 times salary cost

C. REIMBURSABLE EXPENSES

- **Project Expenses –** will be invoiced at a 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses and field expendables).

- **Customer Requested Expenses** - outside services such as, but not limited to outside reprographic services, materials, and equipment will be invoiced at **cost plus 10%.**

- **Mileage - Travel pay from portal to portal or between locations will be charged at** $0.575 cents per mile.

- **Per Diem Expenses** - Hotels and Meals will be charged per US government specification see www.perdiemrates.html **.**

- **Travel Expense** - Airfare, car rental, taxi, parking and tolls will be invoiced at **Cost +10%.**

D. SUBCONTRACTS

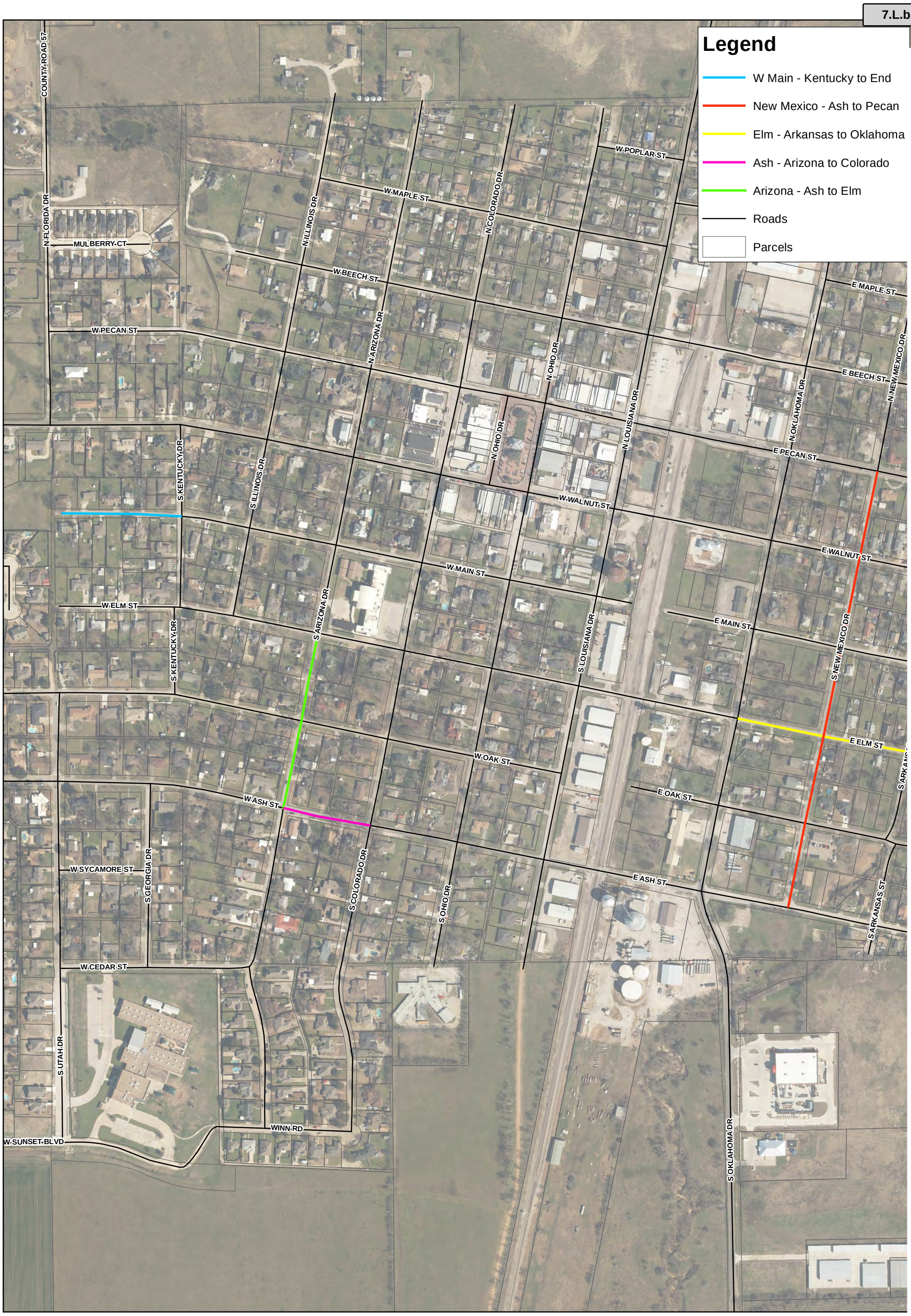
An administrative fee of 10% will be added to the invoice cost of subcontracts administered by TRC Engineers, Inc.

E. TERMS

Customer will make payment to Contractor within **thirty (30) days** after receipt of invoice and are subject to TRC Engineers, Inc. standard general terms and conditions.

The above rates are subject to periodic adjustments based on market conditions.

Attachment: Proposal_2021 Street Maintenance_201028 (Annual Street Maintenance (ASM) 2021)



Attachment: Proposal_2021 Street Maintenance_201028 (Annual Street Maintenance (ASM) 2021)

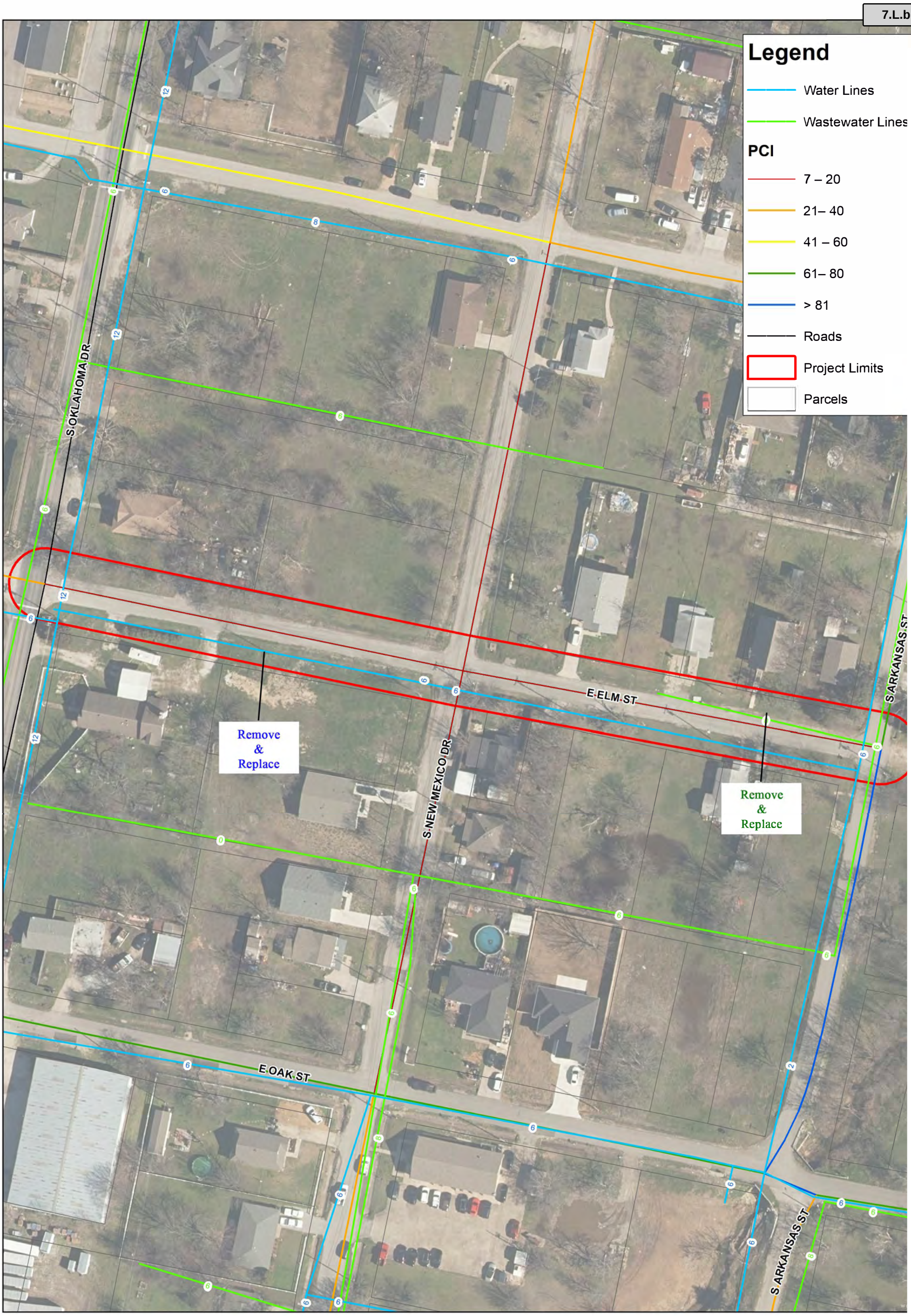
Life Connected.

2021 Annual Street Maintenance

Date: 9/29/2020

N
W E
S

0 650 1,300 Feet



Attachment: Proposal_2021 Street Maintenance_201028 (Annual Street Maintenance (ASM) 2021)

CELINA TEXAS EST. 1876

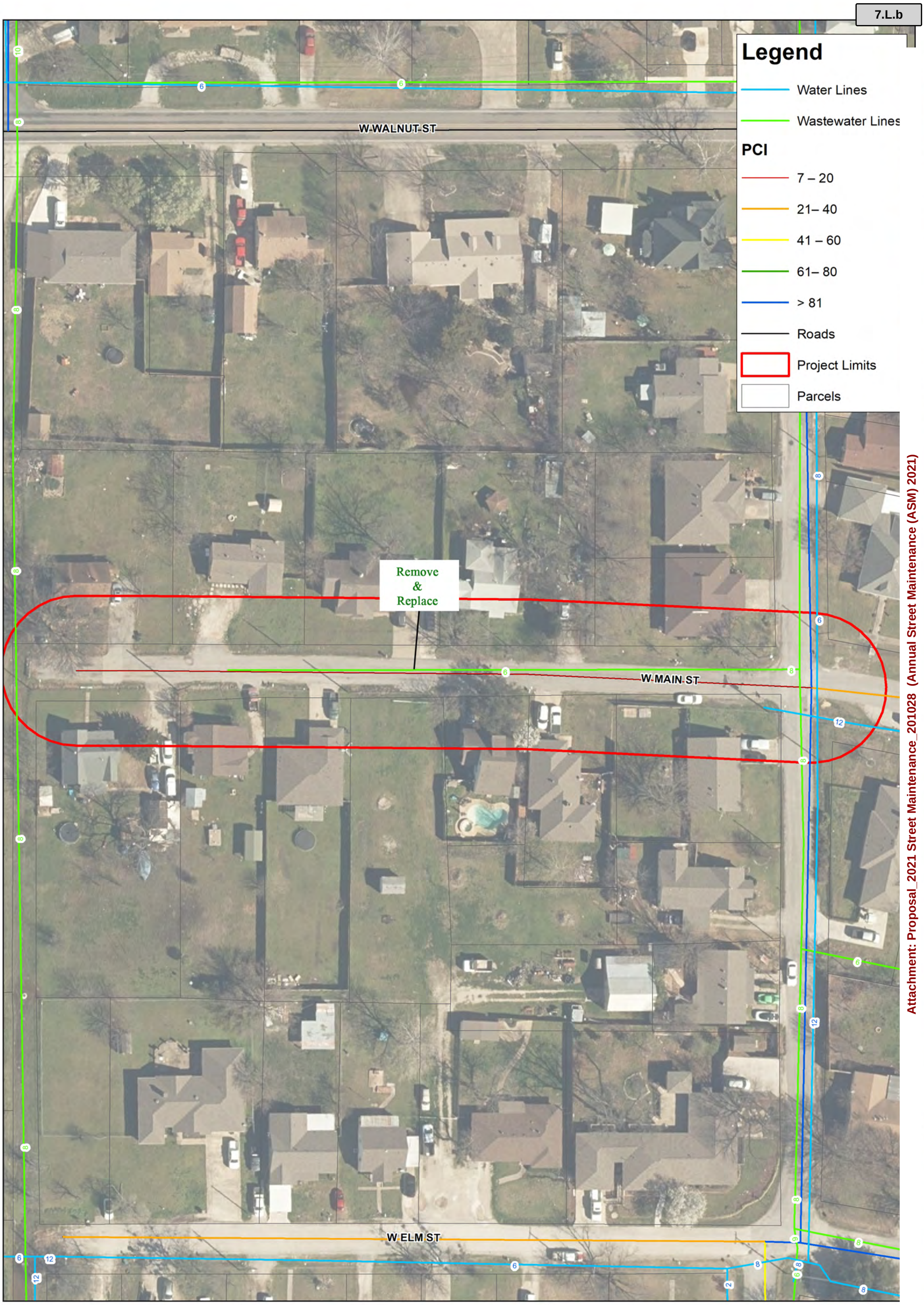
Life Connected.

E Elm
S Arkansas to S Oklahoma

Date: 9/29/2020

N W E S

0 130 260 Feet



CELINA TEXAS EST. 1876

Life Connected.

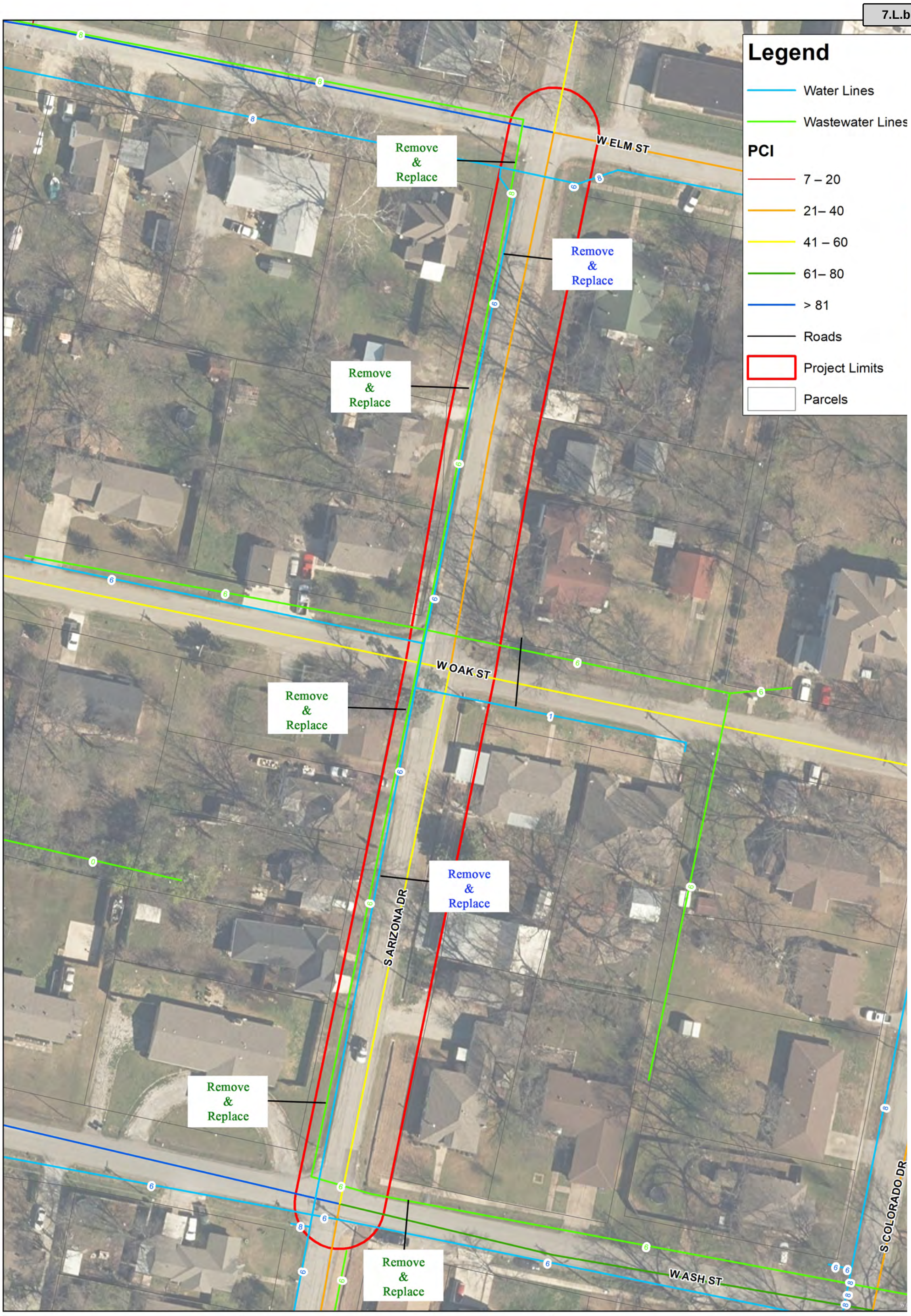
W Main
Kentucky to End

Date: 9/29/2020

N W E S

0 105 210 Feet

Attachment: Proposal_2021 Street Maintenance_201028 (Annual Street Maintenance (ASM) 2021)



CELINA TEXAS EST. 1876

Life Connected.

S Arizona
W Ash to W Elm

Date: 9/29/2020

N W E S

0 105 210 Feet

Attachment: Proposal_2021 Street Maintenance_201028 (Annual Street Maintenance (ASM) 2021)

CELINA TEXAS EST. 1876

Life Connected.

W Ash
S Arizona to S Colorado

Date: 9/29/2020

N W E S

0 65 130 Feet

Attachment: Proposal_2021 Street Maintenance_201028 (Annual Street Maintenance (ASM) 2021)

CELINA TEXAS EST. 1876

Life Connected.

New Mexico
E Ash to E Peacn

Date: 9/29/2020

N W E S

0 240 480 Feet

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:	November 10, 2020
Re:	Sunset Blvd Lift Station Force Main

Action Requested:
Consider and act upon a contract by and between the City of Celina and Pacheco Koch for design approximately 3000 linear feet of an 8-inch force main in the amount of $64,880. (Glasgow).

Background Information:
The existing lift station located on the east side of Oklahoma close to Tractor Supply is currently undersized and not in a good condition. In order to accommodate all the new developments coming in that quadrant there is the for f a new lift station. This lift station will help pump wastewater to the Downtown wastewater treatment plant. The need of the lift station comes with a required force main which will collect the wastewater from the lift station to an existing manhole north of Doe Branch on Oklahoma Drive.

Board Review/Citizen Input:
N/A

Alternatives:
City Council can choose not to proceed with this project.

Financial Considerations:
Funding for the design of the lift station force main is from Utility Impact fee

Legal Review:
Contract will follow the standard work order format. A Master Services Agreement was executed by and between the City of Celina and Pacheco Koch Engineers on May 8, 2018.

Supporting Documents:
- Task Order
- Scope of Services

Staff Recommendation:
Approve.

Engineering Department
City of Celina, Texas

MASTER SERVICE AGREEMENT (MSA) TASK ORDER

Work Authorization No. 11

Pursuant and subject to the above captioned MSA dated May 8, 2018 between the City of Celina, Texas ("CITY") and Pacheco Koch Consulting Engineers ("CONSULTANT"), CITY hereby requests that CONSULTANT performs the work described below upon the terms set forth:

Work Site: Sunset Boulevard Lift Station Force Main. See Exhibit 'D'.

Work to be performed: As set forth in Exhibit 'A' (the "Scope of Services"), which is attached and made a part of, in accordance with terms of Master Service Agreement.

Date and Time to Commence: Immediately upon receipt of fully executed Work Authorization by CONSULTANT.

Date and Time to Complete: Final plans will be completed within 19 weeks of receipt of fully executed Work Authorization by Consultant. The entire work schedule is set forth in Exhibit 'C' (the "Work Schedule") which is attached and made a part hereof.

Invoice Mailing Instructions:
City of Celina
Attn: Andy Glasgow, MSCE, P.E., CFM
Director of Engineering
142 N Ohio
Celina, TX 75009
aglasgow@celina-tx.gov

Other Requirements or Variance from MSA (if any): None.

CONSULTANT PROVIDED INFORMATION:

Compensation: CONSULTANT shall be compensated by payment of fees, totaling $64,880.00, as detailed and set forth in Exhibit 'B' (the "Compensation & Method of Payment") which is attached and made a part hereof, in accordance with the terms of this Agreement and any subsequent executed Supplemental Agreement(s).

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CITY Representative:	CONSULTANT Representative:
	11/04/2020
Dawn Berry, CPPB Date	Mark A. Pacheco, P.E., R.P.L.S. Date
Purchasing Manager	President

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

EXHIBIT A to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'A' – SCOPE OF SERVICES

SUNSET BOULEVARD LIFT STATION FORCE MAIN

PROJECT DESCRIPTION:

The project consists of the design of approximately 3,000 linear feet of 8-inch force main from the proposed Sunset Lift Station to an existing manhole north of Doe Branch on Oklahoma Drive (Project). The extents of the project are as shown in Exhibit "D".

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:
   - Lead, manage and direct design team activities
   - Ensure quality control is practiced in performance of the work
   - Communicate internally among team members
   - Allocate team resources

2. Communications and Reporting:
   - Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
   - Conduct review meetings with the OWNER at the end of each design phase.
   - Prepare and submit monthly invoices in the format acceptable to the OWNER.
   - Prepare and submit monthly progress reports.
   - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
   - Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
   - With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs and make changes necessary to meet their requirements.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

3. Permit Coordination:
   CONSULTANT will provide coordination with TxDOT or other required agency for Permitting of the proposed infrastructure construction.
   Included in this item are:
   - Coordination of submittal of Application for Permit.
   - Research and provide appropriate design specifications.
   - Coordination for final plan approval.
   - Up to three (3) coordination meetings, if required.
   - Application and Permitting fees and special insurance premiums are not included.

4. Constructability Review:
   - Prior to the 60 percent review meeting with the OWNER, the CONSULTANT shall schedule and attend a project site visit with the OWNER Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the OWNER's comments from the field visit and submit this information to the OWNER in writing.

5. Utility Clearance:
   - The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
   - CONSULTANT will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Preliminary Design (60% Submittal)
1. After a Conceptual Design meeting with the City to discuss the lift station, force main and gravity sewer projects, Consultant will proceed with Preliminary Design.
2. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
   - Cover Sheet
   - General Notes
   - Quantity Sheet
   - Project Layout & Control Sheet
   - Force Main plan sheets.
     Scale 1" = 20' Horizontal; 1" = 2' Vertical
   - Erosion Control Plans
   - Detail sheets

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

1. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).

2. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.

3. Submit a PDF of preliminary 60% plans, preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the OWNER for review. One (1) set of half size (11"x17") plans will be submitted with the 60% plan submittal, if requested.

C. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.

2. Submit a PDF of 90% plans, 90% construction contract documents and 90% opinion of probable construction costs for OWNER review. One (1) set of half size (11"x17") plans will be submitted with the 90% plan submittal, if requested.

3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.

4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).

5. Estimate of final construction quantities and final opinions of construction cost.

6. Submit (1) sealed (100%) set of final plans and construction documents.

D. Bid Phase Services
CONSULTANT will support the bid phase of the project as follows.

1. Bid Advertisement:
   - CONSULTANT shall prepare and submit to OWNER a draft Bid Advertisement for publishing by the OWNER.

2. Bid Document Distribution:
   - The City will advertise the project for bid electronically and distribution of plans and specifications will be done electronically.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

3. Bidder Assistance:
   - The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
   - Attend the virtual prebid conference in support of the OWNER, if necessary.
   - Bids will be submitted to the City electronically. No in person bid opening is anticipated.

4. Bid Analysis and Recommendation of Award:
   - The CONSULTANT will review all bids received for the construction project, assist the OWNER in evaluating bids, and recommend award of the contract.
   - The CONSULTANT will assist the OWNER in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
   - The CONSULTANT shall make a recommendation of award to the OWNER.

5. Conformed Construction Documents:
   - Upon award of a contract by the OWNER, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

E. Construction Administration (Time and Materials, Not to Exceed)

1. Preconstruction Conference:
   - The CONSULTANT shall attend the preconstruction conference.

2. Site Visits:
   - The CONSULTANT shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress. It is estimated that one (1) visit per month will be made by the CONSULTANT.

3. Shop Drawing and Lab Report Review
   - The CONSULTANT shall review shop and erection drawings submitted by the contractor for compliance with design concepts. The CONSULTANT shall review laboratory, shop, and mill test reports on materials and equipment.

4. Instructions to Contractor
   - The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the OWNER.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

5. Contractor's Payment Estimates
   - The Engineer shall review monthly and final estimates for payments to contractors. The payment estimates shall include appropriate certifications.

7. Final Inspection
   - The Engineer shall attend final inspection of the Project with representatives of the OWNER and the construction contractor.

8. Record Drawings:
   - Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing 22"x34" black and white PDF images. Provide CAD files for both Construction and Record Drawing Plans.

F. Direct Expenses (Time and Materials, Not to Exceed)

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage. This item does not include providing multiple plan or specification sets for bidding purposes.

G. Field Survey

1. Pacheco Koch will establish survey control along the pipeline route as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from Owner monumentation. Control points will be established using GPS and conventional surveying methods.

   A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits at each end of the project so that they may be easily found for future use. Benchmarks will be located at each end of the project and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

Existing pavement, driveways and right-of-way will be surveyed to a point at least 10' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be surveyed to a point at least 50' beyond the sewer segment being replaced.

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the project. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the project will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of the Owner.

Right-of-Way lines and/or property lines along the project will be approximately located based on record deeds and plats. Limited field measurements only to existing boundary monuments to approximate location.

SPECIAL SERVICES:

H. Easement Preparation

1. The CONSULTANT shall prepare the permanent and temporary construction easement exhibits on an additional per easement basis and as requested by the City to cover the selected alternative.

I. Waters of the United States Delineation

1. Through the use of a qualified subconsultant, CONSULTANT will provide professional services to delineate all waters of the United States, including wetlands, this portion of the project, including both the force main route and the lift station site. A wetland ecologist will delineate the jurisdictional limits of the streams and any on-channel ponds based on 33 Code of Federal Regulations (CFR) 328.3[e], delineate the jurisdictional limits of any potential wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) unit that is capable of sub-meter accuracy. After the delineation is completed, these waters of the United States will be digitized for use in planning, impact calculation, and illustration purposes. This delineation will be used in the engineering plans to avoid and minimize impacts to waters of the United States. A brief letter report will be prepared that will summarize a description of each water feature, whether it meets a definition of a water of the United States, associated plant community, hydrology type, and general functional quality.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

The letter report will include:

- Map of the location of all water features on the entire site.
- Routine Wetland Determination Data Forms completed for all potential wetlands (including any questionable wetlands).
- Representative photographs of upland and jurisdictional sites.
- Descriptions of the site and each jurisdictional area (i.e., soils, plant communities, historic land use, stream characteristics, and ultimately, the quality).
- An estimate of the quantitative and qualitative summary of all water features as they relate to potential permitting requirements.

J. Section 404/Nationwide Permit Assessment

1. After the delineation is completed, this delineation will be used to evaluate the proposed project area to determine compliance with Section 404 of the CWA, specifically the NWP program. The proposed project will be evaluated to determine what impacts the project has in waters of the United States to determine the USACE's scope and type of permit necessary for the impacts. Next, the NWP terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit will be documented. Finally, how the proposed project complies with each of these conditions will be documented. The delineation, impact assessment, permit conditions, and compliance will be summarized in a brief letter report.

K. Phase I Intensive Cultural Resources Pedestrian Survey

1. Since the project is being sponsored/constructed by the City of Celina, a review of this property is required to comply with the ACT and a Texas Antiquities Permit must be acquired prior to any development. Also, since the project will require permitting (at very least a non-reporting Nationwide Permit 12 will be applicable) from the U.S. Army Corps of Engineers (USACE), portions of the project under USACE jurisdiction must also comply with Section 106 of the NHPA. As the project will cause ground disturbance, there may or may not be impacts to cultural resources or historical properties. Therefore, a review of the Area of Potential Effect (APE) is necessary to assess the potential to impact cultural resources. A survey should be conducted to ensure that there are no cultural resources in the vicinity of the proposed project corridor to document compliance with the state and Federal requirements. Once a notice-to-proceed (NTP) has been acquired, we will immediately start the application process to obtain a Texas Antiquities Permit. Once the permit has all the necessary signatures, the permit will be submitted to the THC for approval. Concurrently, coordination with the City will begin to streamline fieldwork once the permit has been received. Upon issuance of the permit, fieldwork will begin.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

Prior to conducting field work, a cultural resources desktop review/archival research of the proposed project corridor will be performed that will include performing preliminary research into previously recorded archeological sites, previously conducted cultural resources surveys in or adjacent to the project corridor, historical and modern aerial photography to identify any potential architectural cultural resources, and other data sources to determine the potential for encountering significant cultural resources within the project corridor. This review will be used to identify any high potential areas and direct field efforts. A Phase I intensive cultural resources (archeological and architectural) survey of the proposed APE will be performed. Services to be provided will include:

- Obtaining a Texas Antiquities Permit.
- Completing a full intensive pedestrian survey to document archeological sites or features, historic buildings, bridges, or other structures older than 50 years of age within the project corridor.
- Make preliminary determinations of eligibility for inclusion in the NRHP or as a State Antiquities Landmark (SAL) for any documented cultural resource encountered.
- Analyzing any artifacts recorded and/or collected (if applicable).
- Completing and submitting State of Texas Archeological Site Data Forms or Update Forms for any new or previously recorded sites for all archeological sites encountered during the pedestrian survey (if applicable).
- Drafting a technical report that documents the cultural resource background review, survey methods, survey results, any necessary NRHP eligibility assessment, and recommendations.
- Conducting all necessary coordination with the THC to obtain cultural resources clearance for the project.

L. Environmental Site Assessment

1. Pacheco Koch will provide a Phase I Environmental Site Assessment (ESA) for the site. The ESA will be completed in general accordance with ASTM E-1527-05 “Standard Practices for Environmental Site Assessments: Phase I Environmental Site Assessment Process.” Services to be provided will include:
   - Review of regulatory agency database, local government agency records, historical aerial photographs, historical city directories, Sanborn Insurance Maps, and ownership records.
   - Property reconnaissance for evidence of hazardous waste and materials, underground tanks, drums, debris, or other conditions, operations, or activities of potential concern.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

EXHIBIT A to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

Not included in this item:

- The following items will not be addressed: asbestos, lead-based paint, lead in drinking water, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, wetland screening, indoor air quality, biological agents, or mold. Additionally, a determination of compliance with activity and use limitations is beyond the scope of the Phase I ESA for this property.

Services not included in this contract:

- *Construction inspection services other than those detailed in this agreement*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Coordination of easement or ROW with property owners*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Geotechnical Report*
- *Subsurface Utility Engineering*
- *Structural design/engineering*
- *Roadway, drainage or utility extensions not described above*
- *Traffic, transportation or parking studies*
- *Environmental investigation*
- *Floodplain studies and permitting*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Retaining wall design*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Landscape Plan and Irrigation Plan*
- *Signage Plan*
- *Construction staking*
- *Lift station modifications*

END OF EXHIBIT 'A'

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

EXHIBIT B to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

SUNSET BOULEVARD LIFT STATION FORCE MAIN

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of $64,880.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services	
A. Project Management, Coordination & Permitting	$2,830.00
B. Preliminary Design (60% Submittal)	$8,700.00
C. Final Design (90% & 100% Submittals)	$8,880.00
D. Bid Phase Services	$2,365.00
E. Construction Administration (Time and Materials, NTE)	$2,845.00
F. Direct Expenses (NTE)	$1,260.00
G. Field Survey	$8,500.00
TOTAL	**$35,380.00**
Special Services	
H. Easement Documents (2 @ $3,500.00 each)	$7,000.00
I. Waters of the United States Delineation	$3,500.00
J. Section 404/Nationwide Permit Assessment	$1,500.00
K. Phase 1 Intensive Cultural Resources Pedestrian Survey	$10,500.00
Additional Cultural Resource Site Recording*	$2,000.00
L. Environmental Site Assessment	$5,000.00
TOTAL	**$29,500.00**

*If greater than one is encountered

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments in accordance with the Master Service Agreement. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

EXHIBIT C to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'C' – SCHEDULE

SUNSET BOULEVARD LIFT STATION FORCE MAIN

Activity	Estimated Duration (weeks)	Estimated Completion After N.T.P.
Notice-To-Proceed		
Field Survey	4	4 Weeks
Conceptual Design Submittal (30%)	1	5 Weeks
Preliminary Design Submittal (60%)	4	9 Weeks
Preliminary Owner Review Complete	2	11 Weeks
Final Design Submittal (95%)	4	15 Weeks
Final Owner Review Complete	2	17 Weeks
Final Plans Complete (100%)	2	19 Weeks
Receive Bids	4	23 Weeks
Contract Award	4	27 Weeks
Begin Construction	2	29 Weeks
Complete Construction	16	45 Weeks
Record Drawings	2	47 Weeks

The CONSULTANT is not responsible for delays beyond its control.

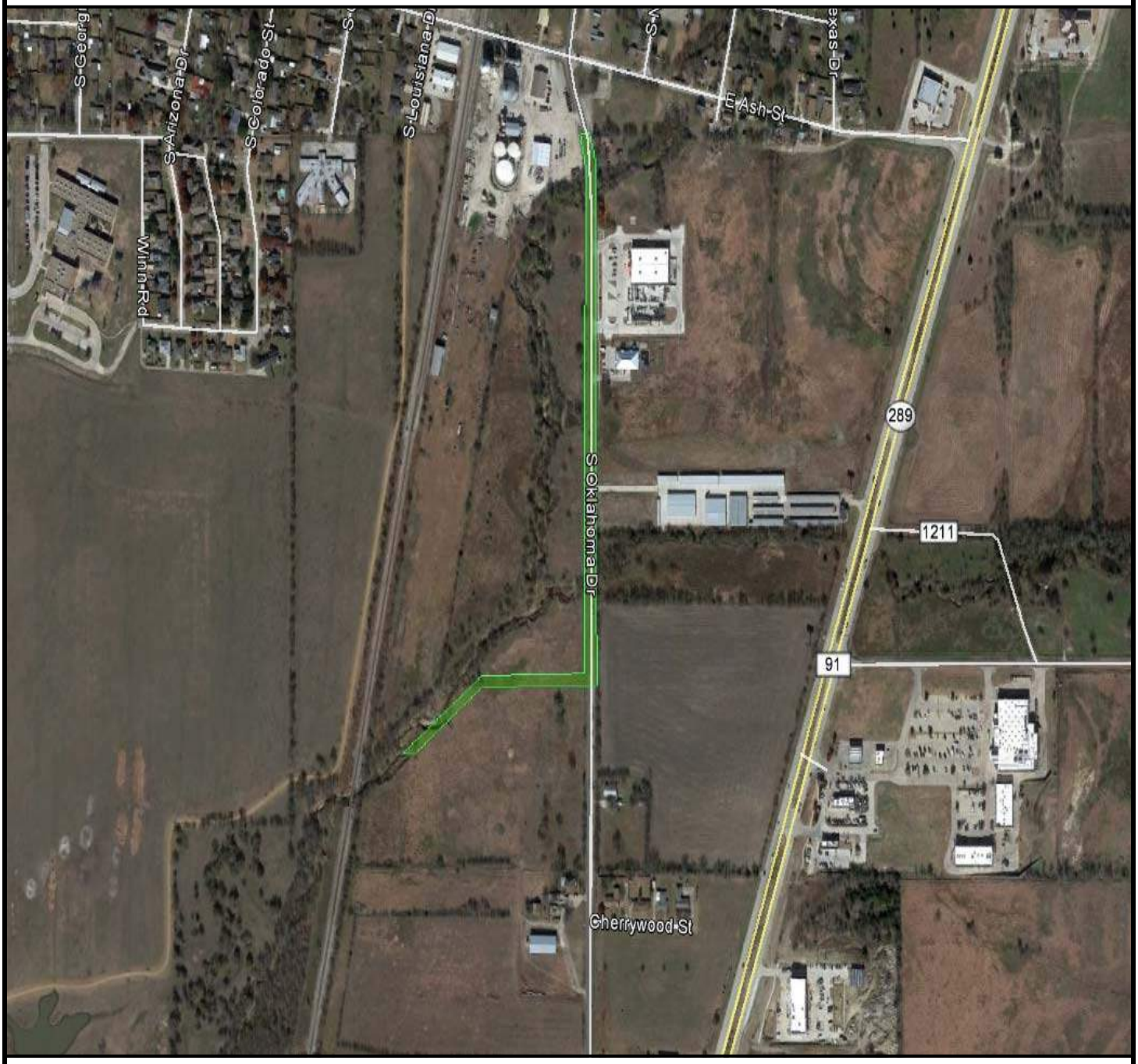
END OF EXHIBIT 'C'

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

EXHIBIT "D"

Sunset Boulevard Lift Station Force Main
Celina, Texas

Pacheco Koch
118 N. OHIO STREET
CELINA, TEXAS 75009-9999
PHONE: (214) 451-2765



LEGEND

PROJECT SITE

N.T.S.

DATUM
NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202

November 4, 2020

TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-100080-00

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 11 (Pacheco Koch- Sunset Blvd Lift Station Force Main)

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:	November 10, 2020
Re:	Oklahoma Drive Gravity Wastewater Collection System

Action Requested:
Consider and act upon a contract by and between the City of Celina and Pacheco Koch for design approximately 5,200 linear feet of gravity wastewater line ranging in size from 8 to 18inches in the amount of $110,415. (Glasgow).

Background Information:
The existing lift station located on the east side of Oklahoma close to Tractor Supply is currently undersized and not in a good condition. In order to accommodate all the new developments coming in that quadrant there is the for f a new lift station and the up-sizing of the existing 6" gravity wastewater line along Oklahoma.

Board Review/Citizen Input:
N/A

Alternatives:
City Council can choose not to proceed with this project.

Financial Considerations:
Funding for the design of gravity line is from Utility Impact Fee.

Legal Review:
Contract will follow the standard work order format. A Master Services Agreement was executed by and between the City of Celina and Pacheco Koch Engineers on May 8, 2018.

Supporting Documents:
- Task Order
- Scope of Services

Staff Recommendation:
Approve.

Engineering Department
City of Celina, Texas

MASTER SERVICE AGREEMENT (MSA) TASK ORDER

Work Authorization No. 10

Pursuant and subject to the above captioned MSA dated May 8, 2018 between the City of Celina, Texas ("CITY") and Pacheco Koch Consulting Engineers ("CONSULTANT"), CITY hereby requests that CONSULTANT performs the work described below upon the terms set forth:

Work Site: Oklahoma Drive Gravity Wastewater Collection System. See Exhibit 'D'.

Work to be performed: As set forth in Exhibit 'A' (the "Scope of Services"), which is attached and made a part of, in accordance with terms of Master Service Agreement.

Date and Time to Commence: Immediately upon receipt of fully executed Work Authorization by CONSULTANT.

Date and Time to Complete: Final plans will be completed within 21 weeks of receipt of fully executed Work Authorization by Consultant. The entire work schedule is set forth in Exhibit 'C' (the "Work Schedule") which is attached and made a part hereof.

Invoice Mailing Instructions:
City of Celina
Attn: Andy Glasgow, MSCE, P.E., CFM
Director of Engineering
142 N Ohio
Celina, TX 75009
aglasgow@celina-tx.gov

Other Requirements or Variance from MSA (if any): None.

CONSULTANT PROVIDED INFORMATION:

Compensation: CONSULTANT shall be compensated by payment of fees, totaling $110,415.00, as detailed and set forth in Exhibit 'B' (the "Compensation & Method of Payment") which is attached and made a part hereof, in accordance with the terms of this Agreement and any subsequent executed Supplemental Agreement(s).

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CITY Representative:	CONSULTANT Representative:
	11/04/2020
Dawn Berry, CPPB Date	Mark A. Pacheco, P.E., R.P.L.S. Date
Purchasing Manager	President

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

EXHIBIT A to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'A' – SCOPE OF SERVICES

OKLAHOMA DRIVE GRAVITY WASTEWATER COLLECTION SYSTEM

PROJECT DESCRIPTION:

The project consists of the design of approximately 5,200 linear feet of gravity wastewater line ranging in size from 8 to 18 inches (Project). The extents of the project are as shown in Exhibit 'D' and will convey wastewater to the proposed Sunset Boulevard Lift Station.

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:
   - Lead, manage and direct design team activities
   - Ensure quality control is practiced in performance of the work
   - Communicate internally among team members
   - Allocate team resources

2. Communications and Reporting:
   - Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
   - Conduct review meetings with the OWNER at the end of each design phase.
   - Prepare and submit monthly invoices in the format acceptable to the OWNER.
   - Prepare and submit monthly progress reports.
   - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
   - Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
   - With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs and make changes necessary to meet their requirements.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

3. Permit Coordination:
   CONSULTANT will provide coordination with TxDOT or other required agency for Permitting of the proposed infrastructure construction.
   Included in this item are:
   - Coordination of submittal of Application for Permit.
   - Research and provide appropriate design specifications.
   - Coordination for final plan approval.
   - Up to three (3) coordination meetings, if required.
   - Application and Permitting fees and special insurance premiums are not included.

4. Constructability Review:
   - Prior to the 60 percent review meeting with the OWNER, the CONSULTANT shall schedule and attend a project site visit with the OWNER Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the OWNER's comments from the field visit and submit this information to the OWNER in writing.

5. Utility Clearance:
   - The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
   - CONSULTANT will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Preliminary Design (60% Submittal)
1. After a Conceptual Design meeting with the City to discuss the lift station, force main and gravity sewer projects, Consultant will proceed with Preliminary Design.
2. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
   - Cover Sheet
   - General Notes
   - Quantity Sheet
   - Project Layout & Control Sheet
   - Sanitary Sewer plan and profile sheets.
     Scale 1" = 20' Horizontal; 1" = 2' Vertical
   - Erosion Control Plans
   - Detail sheets

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

3. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).

4. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.

5. Submit a PDF of preliminary 60% plans, preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the OWNER for review. One (1) set of half size (11"x17") plans will be submitted with the 60% plan submittal, if requested.

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1. Revise preliminary plans incorporating comments from the OWNER.

2. Submit a PDF of 90% plans, construction contract documents and 90% opinion of probable construction costs for OWNER review. One (1) set of half size (11"x17") plans will be submitted with the 90% plan submittal, if requested.

3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.

4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).

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6. Submit (1) sealed (100%) set of final plans and construction documents.

D. Bid Phase Services
CONSULTANT will support the bid phase of the project as follows.

1. Bid Advertisement:
   - CONSULTANT shall prepare and submit to OWNER a draft Bid Advertisement for publishing by the OWNER.

2. Bid Document Distribution:
   - The City will advertise the project for bid electronically and distribution of plans and specifications will be done electronically.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

3. Bidder Assistance:
   - The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
   - Attend the virtual prebid conference in support of the OWNER, if necessary.
   - Bids will be submitted to the City electronically. No in person bid opening is anticipated.

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Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

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1. Pacheco Koch will establish survey control along the pipeline route as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from Owner monumentation. Control points will be established using GPS and conventional surveying methods.

   A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits at each end of the project so that they may be easily found for future use. Benchmarks will be located at each end of the project and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

Existing pavement, driveways and right-of-way will surveyed to a point at least 10' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be surveyed to a point at least 50' beyond the sewer segment being replaced.

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the project. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the project will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of the Owner.

Right-of-Way lines and/or property lines along the project will be approximately located based on record deeds and plats. Limited field measurements only to existing boundary monuments to approximate location.

SPECIAL SERVICES:

H. Easement Preparation

1. The CONSULTANT shall prepare the permanent and temporary construction easement exhibits on an additional per easement basis and as requested by the City to cover the selected alternative.

I. Geotechnical Investigation:

1. Through a qualified subcontractor, CONSULTANT shall:
   - Perform soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made.
   - Field and laboratory analysis will be made at reasonable intervals along the project alignment.
   - Recommendations regarding design of trench safety and below ground structure, and suitability of pipe materials and construction technologies will be prepared based on the results.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

J. Downstream Sewer Capacity Analysis:

1. As the proposed modifications to the Oklahoma Street sewer projects will be tying into an existing gravity sewer that may not be adequate, Pacheco Koch will provide professional engineering services to provide a downstream sewer capacity analysis. This analysis will be provided in a technical memorandum format, that evaluates the capacity of the existing gravity sewer line running between the intersection of South Utah Drive and West Cedar Street east to the intersection of East Ash Street and South Oklahoma Drive, as shown in Exhibit D1. The capacity required will be determined by the existing sewershed flowing to this sewer line determined by the City's GIS system, and as shown in Exhibit D1.

   Anticipated wastewater flows will be established based on current zoning for the sewershed. City will provide any information available with regards to planned developments in the area. In the case of required improvements, approximate sizes and slopes of the proposed line will be provided along with an engineer's opinion of probable construction costs for recommended improvements. The report will be provided to the City in electronic format.

   Included in this item:
   - Coordination of City review and approval of report.
   - One revision to report to reflect review comments by City.
   - Up to two (2) meetings with the City.
   - Evaluation of wastewater lines based on projected density and City standard per capita wastewater flows.
   - Opinion of probable construction cost of recommended improvements.

   Not included in this item:
   - Detailed design of downtown sewer system.

Services <u>not</u> included in this contract:

- *Construction inspection services other than those detailed in this agreement*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Coordination of easement or ROW with property owners*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Subsurface Utility Engineering*
- *Structural design/engineering*
- *Roadway, drainage or utility extensions not described above*
- *Traffic, transportation or parking studies*
- *Environmental investigation*

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

EXHIBIT A to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

(Continued from previous page)

- *Wetlands determination and permitting*
- *Floodplain studies and permitting*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Retaining wall design*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Landscape Plan and Irrigation Plan*
- *Signage Plan*
- *Construction staking*

END OF EXHIBIT 'A'

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

EXHIBIT B to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

OKLAHOMA DRIVE GRAVITY WASTEWATER COLLECTION SYSTEM

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of $110,415.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services	
A. Project Management, Coordination & Permitting	$4,800.00
B. Preliminary Design (60% Submittal)	$26,200.00
C. Final Design (90% & 100% Submittals)	$20,100.00
D. Bid Phase Services	$2,365.00
E. Construction Administration (Time and Materials, NTE)	$5,600.00
F. Direct Expenses (NTE)	$1,750.00
G. Field Survey	$25,000.00
TOTAL	**$85,815.00**
Special Services	
H. Easement Preparation (3 @ $3,500.00 each)	$10,500.00
I. Geotechnical Investigation	$4,600.00
J. Downstream Sewer Capacity Analysis	$9,500.00
TOTAL	**$24,600.00**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments in accordance with the Master Service Agreement. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

EXHIBIT C to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'C' – SCHEDULE

OKLAHOMA DRIVE GRAVITY WASTEWATER COLLECTION SYSTEM

Activity	Estimated Duration (weeks)	Estimated Completion After N.T.P.
Notice-To-Proceed		
Field Survey	6	6 Weeks
Conceptual Design Submittal (30%)	1	7 Weeks
Preliminary Design Submittal (60%)	4	11 Weeks
Preliminary Owner Review Complete	2	13 Weeks
Final Design Submittal (95%)	4	17 Weeks
Final Owner Review Complete	2	19 Weeks
Final Plans Complete (100%)	2	21 Weeks
Receive Bids	4	25 Weeks
Contract Award	4	29 Weeks
Begin Construction	2	31 Weeks
Complete Construction	26	57 Weeks
Record Drawings	2	59 Weeks

The CONSULTANT is not responsible for delays beyond its control.

END OF EXHIBIT 'C'

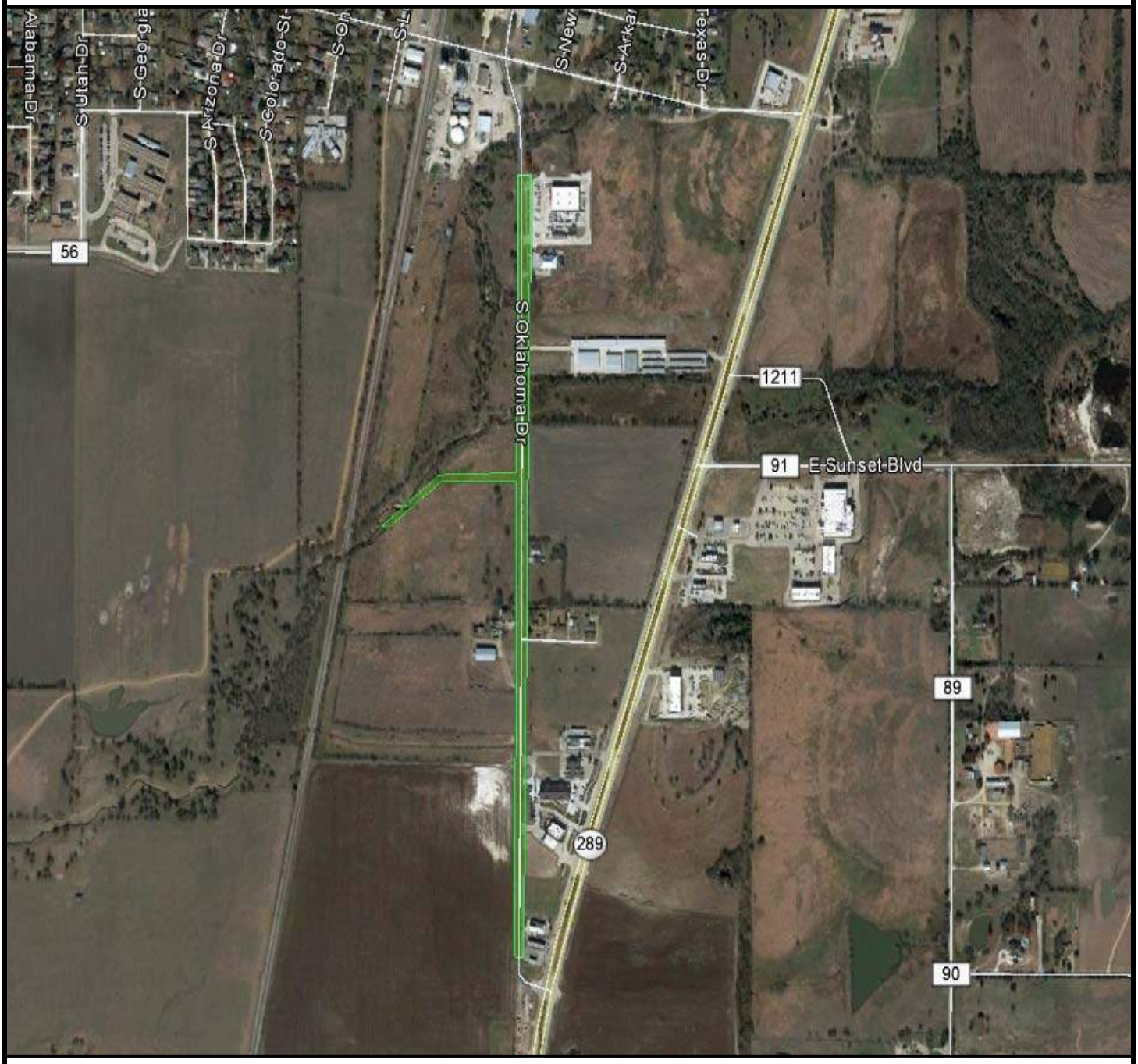
Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

EXHIBIT "D"

Pacheco Koch

Oklahoma Drive Gravity Wastewater Collection System
Celina, Texas

118 N. OHIO STREET
CELINA, TEXAS 75009-9999
PHONE: (214) 451-2765



LEGEND

PROJECT SITE

N.T.S.

DATUM
NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202

November 4, 2020

TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-100080-00

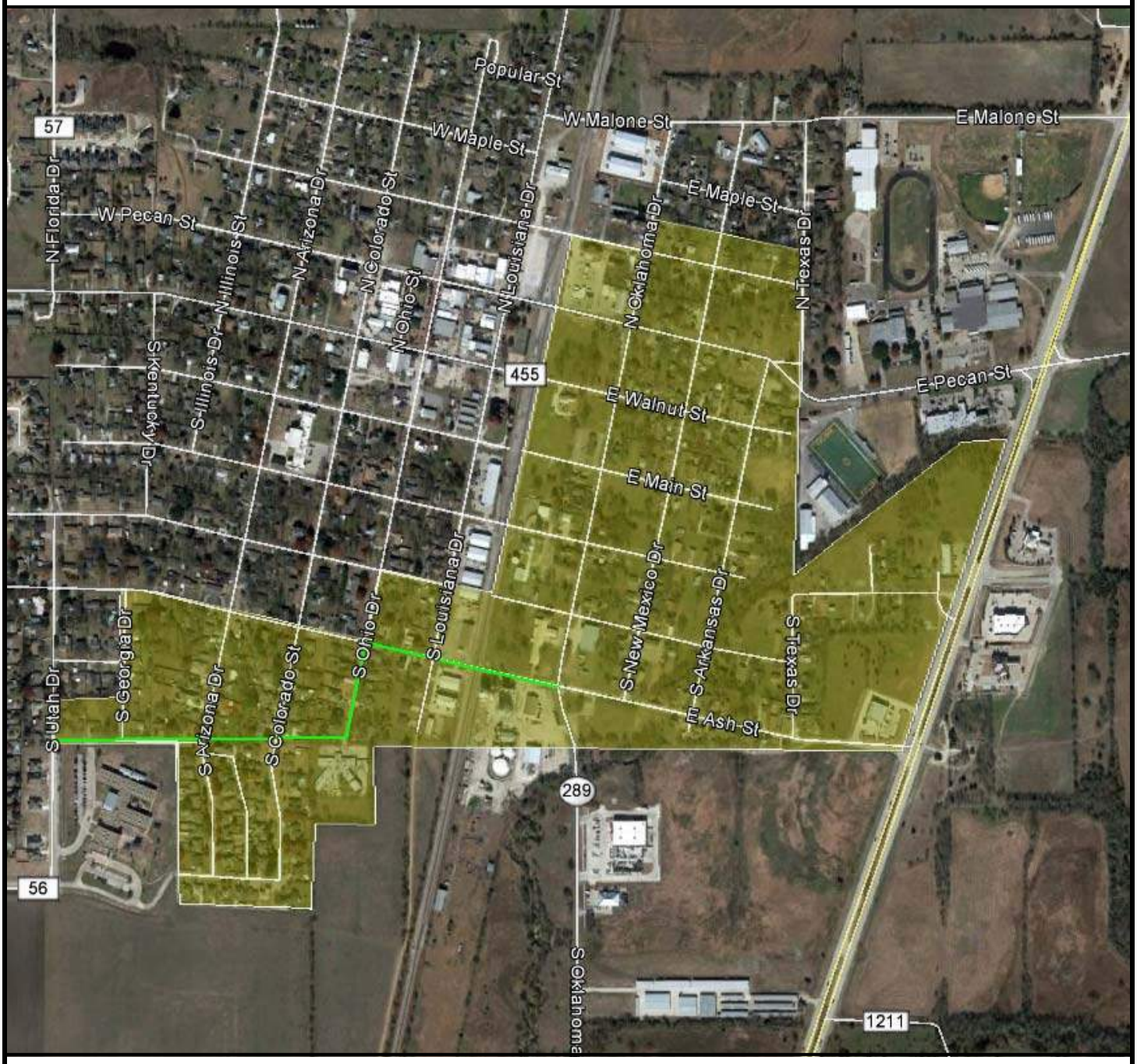
Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

EXHIBIT "D1"

Pacheco Koch

Oklahoma Drive Gravity Wastewater Collection System
Celina, Texas

118 N. OHIO STREET
CELINA, TEXAS 75009-9999
PHONE: (214) 451-2765



LEGEND

SEWER SHED STUDY EXTENTS

GRAVITY SEWER ROUTE

N.T.S.

DATUM
NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202

November 4, 2020

TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-100080-00

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 10 (Pacheco Koch- Oklahoma Gravity Wastewater line)

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:	November 10, 2020
Re:	Sunset Blvd Lift Station

Action Requested:
Consider and act upon a contract by and between the City of Celina and Pacheco Koch for design of a new wastewater lift station on Sunset Boulevard in the amount of $139,835. (Glasgow).

Background Information:
The existing lift station located on the east side of Oklahoma close to Tractor Supply is currently undersized and not in a good condition. In order to accommodate all the new developments coming in that quadrant there is the for f a new lift station. This lift station will help pump wastewater to the Downtown wastewater treatment plant.

Board Review/Citizen Input:
N/A

Alternatives:
City Council can choose not to proceed with this project.

Financial Considerations:
Funding for the design of the lift station is from Utility Impact Fee.

Legal Review:
Contract will follow the standard work order format. A Master Services Agreement was executed by and between the City of Celina and Pacheco Koch Engineers on May 8, 2018.

Supporting Documents:
- Task Order
- Scope of Services

Staff Recommendation:
Approve.

Engineering Department
City of Celina, Texas

MASTER SERVICE AGREEMENT (MSA) TASK ORDER

Work Authorization No. 13

Pursuant and subject to the above captioned MSA dated May 8, 2018 between the City of Celina, Texas ("CITY") and Pacheco Koch Consulting Engineers ("CONSULTANT"), CITY hereby requests that CONSULTANT performs the work described below upon the terms set forth:

Work Site: Sunset Drive Lift Station. See Exhibit 'D'.

Work to be performed: As set forth in Exhibit 'A" (the "Scope of Services"), which is attached and made a part of, in accordance with terms of Master Service Agreement.

Date and Time to Commence: Immediately upon receipt of fully executed Work Authorization by CONSULTANT.

Date and Time to Complete: Final plans will be completed within 24 weeks of receipt of fully executed Work Authorization by Consultant. The entire work schedule is set forth in Exhibit 'C' (the "Work Schedule") which is attached and made a part hereof.

Invoice Mailing Instructions:
City of Celina
Attn: Andy Glasgow, MSCE, P.E., CFM
Director of Engineering
142 N Ohio
Celina, TX 75009
aglasgow@celina-tx.gov

Other Requirements or Variance from MSA (if any): None.

CONSULTANT PROVIDED INFORMATION:

Compensation: CONSULTANT shall be compensated by payment of fees, totaling $139,835.00, as detailed and set forth in Exhibit "B" (the "Compensation & Method of Payment") which is attached and made a part hereof, in accordance with the terms of this Agreement and any subsequent executed Supplemental Agreement(s).

ACCEPTANCE:

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

CITY Representative:	CONSULTANT Representative:
	11/04/2020
Dawn Berry, CPPB Date	Mark A. Pacheco, P.E., R.P.L.S. Date
Purchasing Manager	President

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 13 (Pacheco Koch- Sunset Blvd Lift Station)

EXHIBIT A to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'A' – SCOPE OF SERVICES

SUNSET DRIVE LIFT STATION

PROJECT DESCRIPTION:

This project consists of design, bidding and construction phase services for the Sunset Drive Lift Station. The lift station will be designed for an ultimate build out flow of 6.17 MGD. The lift station will be packaged separately from the force main and gravity sewer portions of the overall project. The lift station will be designed in accordance with the TCEQ Rules, Chapter 217. Decommissioning of the existing lift station located at Tractor Supply is included as part of this scope. The extents of the project are as shown in Exhibit 'D'.

Included in this proposal:
- Phased lift station planning and design
- Hydraulic, site, structural, odor control, electrical and instrumentation design
- Provisions for providing a SCADA-ready control system
- Landscape fencing and irrigation plans for the lift station site

Not included in this proposal:
- Design of monorail crane or other type of permanent lifting system
- SCADA system design

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:
   - Lead, manage and direct design team activities
   - Ensure quality control is practiced in performance of the work
   - Communicate internally among team members
   - Allocate team resources

2. Communications and Reporting:
   - Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and ensure economical and functional designs that meet OWNER requirements.
   - Conduct review meetings with the OWNER at the end of each design phase.
   - Prepare and submit monthly invoices in the format acceptable to the OWNER.
   - Prepare and submit monthly progress reports.
   - Prepare and submit baseline Project Schedule initially and Project Schedule updates.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 13 (Pacheco Koch- Sunset Blvd Lift Station)

- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs and make changes necessary to meet their requirements.

3. Permit Coordination:
   CONSULTANT will provide coordination with TCEQ or other required agency for Permitting of the proposed infrastructure construction.
   Included in this item are:
   - Coordination of submittal of Application for Permit.
   - Research and provide appropriate design specifications.
   - Coordination for final plan approval.
   - Up to three (3) coordination meetings, if required.
   - Application and Permitting fees and special insurance premiums are <u>not</u> included.

4. Constructability Review:
   - Prior to the 60 percent review meeting with the OWNER, the CONSULTANT shall schedule and attend a project site visit with the OWNER Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the OWNER's comments from the field visit and submit this information to the OWNER in writing.

5. Utility Clearance:
   - The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
   - CONSULTANT will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Conceptual Design (Meeting)
Based on the information developed in the Oklahoma Drive Amended Sewershed Study by Pacheco Koch Consulting Engineers, Inc. dated August 21, 2020, a meeting will be held with the City to discuss the lift station, force main and gravity sewer. This meeting will finalize the size, route and slope (gravity sewer) for the pipelines, discuss alternatives, layout, and preferred appurtenances for the lift station.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 13 (Pacheco Koch- Sunset Blvd Lift Station)

This meeting will be held in conjunction with the predesign kickoff meeting. Alternative selections made in this meeting will become the basis of design for all three projects.

C. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
   - Cover Sheet
   - General Notes
   - Quantity Sheet
   - Project Layout & Control Sheet
   - Lift Station plan and sections sheets.
   - Erosion Control Plans
   - Detail sheets

   Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

2. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).

3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.

4. Submit a PDF of preliminary 60% plans, preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the OWNER for review. One (1) set of half size (11"x17") plans will be submitted with the 60% plan submittal, if requested.

D. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.

2. Submit a PDF of 90% plans, construction contract documents and 90% opinion of probable construction costs for OWNER review. One (1) set of half size (11"x17") plans will be submitted with the 90% plan submittal, if requested.

3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.

4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 13 (Pacheco Koch- Sunset Blvd Lift Station)

5. Estimate of final construction quantities and final opinions of construction cost.

6. Submit (1) sealed (100%) set of final plans and construction documents.

E. Bid Phase Services
CONSULTANT will support the bid phase of the project as follows.

1. Bid Advertisement:
   - CONSULTANT shall prepare and submit to OWNER a draft Bid Advertisement for publishing by the OWNER.

2. Bid Document Distribution:
   - The City will advertise the project for bid electronically and distribution of plans and specifications will be done electronically.

3. Bidder Assistance:
   - The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
   - Attend the virtual prebid conference in support of the OWNER, if necessary.
   - Bids will be submitted to the City electronically. No in person bid opening is anticipated.

4. Bid Analysis and Recommendation of Award:
   - The CONSULTANT will review all bids received for the construction project, assist the OWNER in evaluating bids, and recommend award of the contract.
   - The CONSULTANT will assist the OWNER in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
   - The CONSULTANT shall make a recommendation of award to the OWNER.

5. Conformed Construction Documents:
   - Upon award of a contract by the OWNER, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 13 (Pacheco Koch- Sunset Blvd Lift Station)

F. Construction Administration (Time and Materials, Not to Exceed)

1. Preconstruction Conference:
   - The CONSULTANT shall attend the preconstruction conference.

2. Site Visits:
   - The CONSULTANT shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress only. It is estimated that one (1) visit per month will be made by the CONSULTANT.

3. Shop Drawing and Lab Report Review
   - The CONSULTANT shall review shop and erection drawings submitted by the contractor for compliance with design concepts. The CONSULTANT shall review laboratory, shop, and mill test reports on materials and equipment.

4. Instructions to Contractor
   - The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the OWNER.

5. Contractor's Payment Estimates
   - The Engineer shall review monthly and final estimates for payments to contractors. The payment estimates shall include appropriate certifications.

7. Final Inspection
   - The Engineer shall attend final inspection of the Project with representatives of the OWNER and the construction contractor.

8. Record Drawings:
   - Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the OWNER on a CD-ROM disk or flash drive containing black and white PDF images. Provide CAD files for both Construction and Record Drawing Plans.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 13 (Pacheco Koch- Sunset Blvd Lift Station)

G. Direct Expenses (Time and Materials, Not to Exceed)

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

H. Field Survey

1. Pacheco Koch will establish survey control along the pipeline route as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from Owner monumentation. Control points will be established using GPS and conventional surveying methods.

   A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits at each end of the project so that they may be easily found for future use. Benchmarks will be located at each end of the project and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys.

   Existing pavement, driveways and right-of-way will surveyed to a point at least 10' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be surveyed to a point at least 50' beyond the sewer segment being replaced.

   Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the project. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the project will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of the Owner.

   Right-of-Way lines and/or property lines along the project will be approximately located based on record deeds and plats. Limited field measurements only to existing boundary monuments to approximate location.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 13 (Pacheco Koch- Sunset Blvd Lift Station)

2. Benchmark Loop

   A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

   Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced.

4. Existing Underground and/or Overhead Utilities

   Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

5. Right-of-Way

   Right-of-Way lines and/or property lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

6. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

   The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 13 (Pacheco Koch- Sunset Blvd Lift Station)

I. Geotechnical Investigation:

1. Through a qualified subcontractor, CONSULTANT shall:
   - Perform soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made.
   - Field and laboratory analysis will be made at reasonable intervals along the project alignment.
   - Recommendations regarding design of trench safety and below ground structure, and suitability of pipe materials and construction technologies will be prepared based on the results.

SPECIAL SERVICES:

J. Easement Preparation

1. The CONSULTANT shall prepare the permanent and temporary construction easement exhibits on an additional per easement basis and as requested by the City to cover the selected alternative.

Services <u>not</u> included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Coordination of easement or ROW with property owners*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Subsurface Utility Engineering*
- *Roadway, drainage or utility extensions not described above*
- *Traffic, transportation or parking studies*
- *Floodplain studies and permitting*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Retaining wall design*
- *Landscape Plan and Irrigation Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *Construction staking*

END OF EXHIBIT 'A'

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 13 (Pacheco Koch- Sunset Blvd Lift Station)

EXHIBIT B to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

SUNSET DRIVE LIFT STATION

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of $139,835.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services	
A. Project Management, Coordination & Permitting	$17,770.00
B. Conceptual Design (Meeting)	$3,000.00
C. Preliminary Design (60% Submittal)	$50,420.00
D. Final Design (90% & 100% Submittals)	$44,720.00
E. Bid Phase Services	$3,240.00
F. Construction Administration (Time and Materials, NTE)	$5,345.00
G. Direct Expenses (NTE)	$1,740.00
H. Field Survey	$5,500.00
I. Geotechnical Investigation	$4,600.00
TOTAL	**$136,335.00**
Special Services	
J. Easement Preparation (1 @ $3,500.00 each)	$3,500.00
TOTAL	**$3,500.00**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments in accordance with the Master Service Agreement. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 13 (Pacheco Koch- Sunset Blvd Lift Station)

EXHIBIT C to Agreement between the City of Celina, Texas (OWNER) and Pacheco Koch Consulting Engineers, Inc., (CONSULTANT) for Consulting Services

EXHIBIT 'C' – SCHEDULE

SUNSET DRIVE LIFT STATION

Activity	Estimated Duration (weeks)	Estimated Completion After N.T.P.
Notice-To-Proceed		
Field Survey	4	4 Weeks
Conceptual Design Submittal (30%)	1	5 Weeks
Preliminary Design Submittal (60%)	6	11 Weeks
Preliminary Owner Review Complete	2	13 Weeks
Final Design Submittal (95%)	6	19 Weeks
Final Owner Review Complete	2	21 Weeks
Final Plans Complete (100%)	3	24 Weeks
Receive Bids	4	28 Weeks
Contract Award	4	32 Weeks
Begin Construction	2	34 Weeks
Complete Construction	26	60 Weeks
Record Drawings	2	62 Weeks

The CONSULTANT is not responsible for delays beyond its control.

END OF EXHIBIT 'C'

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 13 (Pacheco Koch- Sunset Blvd Lift Station)

EXHIBIT "D"

Sunset Drive Lift Station
Celina, Texas

Pacheco Koch
118 N. OHIO STREET
CELINA, TEXAS 75009-9999
PHONE: (214) 451-2765

LEGEND

PROJECT SITE

N.T.S.

DATUM
NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202

November 4, 2020

TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-100080-00

Attachment: 2020-11-04_Pacheco Koch_2020 Task Order No. 13 (Pacheco Koch- Sunset Blvd Lift Station)

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:	November 10, 2020
Re:	MSA with Lockwood, Andrews and Newman, Inc.

Action Requested:
Consider and act upon a Master Services Agreement (MSA) contract by and between the City of Celina and Lockwood, Andrews and Newman, Inc. for Engineering and Surveying Services. (Glasgow)

Background Information:
This agreement shall provide Professional Engineering Services for various City of Celina Departments in compliance with the "Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure" of the Texas Board of Professional Engineers, and all applicable laws. The scope of services may vary from Project to Project shall be determined by City personnel or by mutual agreement between the City and Engineer. The contract term shall commence on the date of execution by the City Council, or their authorized representative, and extend for a period of up to twelve (12) months thereafter with automatic annuals renewals for up to five (5) years. The contract term may be extended by mutual agreement of the parties.

Board Review/Citizen Input:
N/A

Alternatives:
City Council could choose to not approve the attached MSA.

Financial Considerations:
None

Legal Review:
The MSA is a standard contract form that has been previously approved by City Council.

Supporting Documents:
Master Services Agreement

Staff Recommendation:
Approval of MSA.

MASTER SERVICES AGREEMENT
Miscellaneous Professional Engineering Services

This agreement for Professional Consulting Services (the "Agreement"), made effective as of the date executed, is made between **Lockwood, Andrews and Newnam, Inc.**, a Dallas corporation, (hereinafter referred to as "CONSULTANT") whose mailing address is **8350 North Central Expressway, Suite 1400, Dallas, TX 75206,** the **City of Celina, Texas**, a municipal corporation, (hereinafter referred to as "OWNER"), whose mailing address is 142 North Ohio Street, Celina, Texas 75009.

Recitals:

WHEREAS, OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render miscellaneous professional engineering and related services for OWNER on an indefinite delivery, indefinite quantity ("IDIQ") basis and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1
Scope of Services

1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform Professional Engineering Services to OWNER on an as-needed, Project assignment basis. The specific scope of services, and basis for payment, for each Project assignment shall be determined by OWNER and defined in a Request for Proposal from OWNER TO CONSULTANT.

1.2 This Agreement shall also allow CONSULTANT to provide related professional services to OWNER as appropriate including, but not limited to, Land Surveying, Landscape Architecture, Land Planning, and CADD services.

1.3 All designs, drawings, specifications, documents, and other work products of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of CONSULTANT will be at OWNER's sole risk. CONSULTANT shall own the final designs, drawings, specifications and documents.

Attachment: Celina MSA Agreement_LAN_partial (MSA - Lockwood, Andrews and Newman, Inc.)

Article 2
Term of Contract

2.1 The contract term shall commence on the date of execution by OWNER and shall extend for a period of five (5) years thereafter.

2.2 The contract term may be extended by mutual agreement of the parties.

Article 3
Compensation and Method of Payment

3.1 CONSULTANT will submit a written fee proposal to OWNER for each Project prior to starting work.

3.2 For each Project, OWNER shall compensate CONSULTANT for services on either (a) Time & Expense basis with a Not-to-Exceed Total Fee, or (b) on a Lump Sum basis, as directed by OWNER.

3.3 The unit prices to be used for Time & Expense basis shall be set forth in Exhibit "A", attached hereto, and made a part hereof for all purposes.

3.4 During the term, or any extension to the term, of this contract, the unit prices contained in Exhibit "A" shall remain the same unless revised per mutual agreement of the parties.

3.5 Unless otherwise provided herein, payment to CONSULTANT shall be monthly based on CONSULTANT's monthly invoice that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to OWNER.

3.6 Payment shall be made by OWNER within 30 days after receipt of the invoice.

3.7 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by OWNER within 30 days of receipt of said invoice.

Article 4
Personnel and Equipment

4.1 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be included in the compensation to CONSULTANT as described in Article 2.

4.2 CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

4.3 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Attachment: Celina MSA Agreement_LAN_partial (MSA - Lockwood, Andrews and Newman, Inc.)

Article 5
Delays and Termination

5.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of OWNER in accordance with this Agreement prior to such termination.

5.2 If OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

5.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 6
Right of Entry

6.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of services included hereunder.

6.2 Should the project property not be owned by OWNER, OWNER shall obtain and provide written right of entry from the property owner(s) unless otherwise stated the request for proposal.

Article 7
Information Provided by Others

7.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

7.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Attachment: Celina MSA Agreement_LAN_partial (MSA - Lockwood, Andrews and Newman, Inc.)

Article 8
Construction Activities

8.1 OWNER agrees that CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination of all construction activities as such responsibilities are the sole responsibility of the general contractor or OWNER. Accordingly, OWNER warrants that this intent shall be made evident in OWNER's agreement with the general contractor.

8.2 CONSULTANT shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Article 9
Jurisdiction and Applicable Law

9.1 This Agreement is to be governed by the laws of the State of Texas.

9.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.

Article 10
Indemnification

10.1 **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL TORTIOUS ACTS OF CONSULTANT OR ITS EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES IN THIS AGREEMENT, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE SECTION 271.904.**

Article 11
Conflicts of Interest

11.1 CONSULTANT represents that no official or employee of OWNER has any direct or indirect pecuniary interest in this Agreement.

Attachment: Celina MSA Agreement_LAN_partial (MSA - Lockwood, Andrews and Newman, Inc.)

Article 12
Insurance

12.1 CONSULTANT shall, during the term hereof, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.

12.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER, its officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

12.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.

12.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 13
Assignment

13.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.

13.2 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Attachment: Celina MSA Agreement_LAN_partial (MSA - Lockwood, Andrews and Newman, Inc.)

Article 14
Notices

14.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed or, if sent by commercial courier service, upon delivery to the address specified in the notice or, if sent by registered or certified mail to the business address identified below, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

If intended for OWNER:

City of Celina Engineering Department
ATTN: Andy Glasgow, PE, CFM
Director of Engineering
142 N Ohio Street
Celina, TX 75009
972-382-2682 x 1085

If intended for CONSULTANT:

Lockwood, Andrews and Newnam, Inc.
ATTN: Mathew L. Busby, P.E.
8350 North Central Expressway, Suite 1400
Dallas, TX 75206
214-765-8721

Article 15
Standard of Care

15.1 The standard of care for all professional consulting services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Article 16
Entire Agreement

16.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between CONSULTANT and OWNER. This Agreement replaces and supersedes all prior discussions and agreements between the OWNER and CONSULTANT with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both OWNER and CONSULTANT.

Attachment: Celina MSA Agreement_LAN_partial (MSA - Lockwood, Andrews and Newman, Inc.)

Article 17
Independent Contractor

17.1 It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently and that OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this agreement.

Article 18
Audits and Records

18.1 CONSULTANT agrees that, during the term hereof, OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by OWNER or date of termination if sooner.

Article 19
Miscellaneous Provisions

19.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

19.2 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

19.3 OWNER shall not rely in any way on any document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.

19.4 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19.5 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Unit Price Schedule

Attachment: Celina MSA Agreement_LAN_partial (MSA - Lockwood, Andrews and Newman, Inc.)

Executed in <u>two (2)</u> counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

EXECUTED the ____ day of _____, 2020.

OWNER:
City of Celina, Texas

By:_____
Sean Terry, Mayor

Attest:_____
City Secretary

CONSULTANT:
Lockwood, Andrews and Newnam, Inc.

By: _____
Justin C. Reeves, PE, Vice President

Attest:_____
Mathew L. Busby, PE, Project Manager

APPROVED AS TO FORM:

_____
City Attorney

Attachment: Celina MSA Agreement_LAN_partial (MSA - Lockwood, Andrews and Newman, Inc.)

EXHIBIT "A"

LOCKWOOD, ANDREWS & NEWNAM, INC.

Standard Rate Schedule

October 2020

CATEGORY	BILLING RATE RANGES*
Clerical	$ 65 – 85
Draftsperson	$ 90 - 125
Senior Draftsperson	$ 115 - 135
Engineer-In-Training	$ 95 - 120
Project Engineer	$ 120 - 165
Senior Project Engineer	$ 165 - 250
Quality Control Manager	$ 265 - 325
Project Manager	$ 200 - 235
Senior Project Manager	$ 225 - 275
Principal	$ 265 - 325

*The above rates are based upon Direct Salary (or Raw Labor) times a multiplier of 3.25.

The CONSULTANT'S compensation shall be computed on the basis set forth herein, unless otherwise stated in the Work Authorization. The OWNER shall pay the CONSULTANT an amount based upon the CONSULTANT'S then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost. If the CONSULTANT'S compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the Work Authorization in question.

Attachment: Celina MSA Agreement_LAN_partial (MSA - Lockwood, Andrews and Newman, Inc.)

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:	November 10, 2020
Re:	KSA Engineers- CR 53 and Old Log Trail Road Improvements

Action Requested:
Consider and act upon a contract by and between the City of Celina and KSA Engineers for the design of the CR 53 and Old Log trail Street improvements in the amount of $142,000 . (Glasgow).

Background Information:

The City in conjunction with the businesses along CR 53 will be improving portion of CR 53 from the west of the Railroad Track to the eastern edge of the FEMA mapped floodplain. Old log trail connection from the end of the concrete pavement to CR 53 will also be designed.

Board Review/Citizen Input:
N/A

Alternatives:
City Council could chose to not proceed with this project.

Financial Considerations:
Funding for the design of the CR 53 and Old log trail road improvements will be from Road Capital Recovery fund.

Legal Review:
Contract will follow the standard work order format. A Master Services Agreement was executed by and between the City of Celina and KSA Engineers on March 19, 2019.

Supporting Documents:
- Task Order
-Scope of Work

Staff Recommendation:
Approve.

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** _____

Pursuant to and subject to the above referenced Master Agreement for Professional Services (MAPS), between the City of Celina, Texas (Owner') and Consultant listed below; Owner requests that Consultant perform, and Consultant agrees to perform, the work described below.

Consultant:	KSA Engineers		
Consultant Project #:	CELN.005		
Project Name:	CR 53 and Old Log Trail Road Improvements		
Purchase Order#		**Project #(s)**	

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month, billed by the 10th of the following month.
Invoice Mailing Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include work order number, PO number, billing period, and project name,

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

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

Attachment: CELN005 agmt for signature (KSA Engineers- CR 53 and Old Log Trail Road Improvements)

ACCEPTANCE:

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

CITY OF CELINA	**CONSULTANT**
	Signature
	Michael A. Burns, Vice President
Printed Name & Title	Printed Name & Title
	10/29/2020
Date	Date

Attachment: CELN005 agmt for signature (KSA Engineers- CR 53 and Old Log Trail Road Improvements)

CR 53 & Old Log Trail, Celina, Task Order
Scope of Work (Exhibit A)

I. PROJECT DESCRIPTION

The project involves the design and construction of a new pavement section for CR 53, between the BNSF intersection, and the edge of the FEMA mapped floodplain. Currently, it is a road base/gravel road, approximately 28' wide. The upgraded section would be similar to the pavement section used in the design of CR 53 from the BNSF RR Crossing to Preston. The new road would be approximately 37' wide.

The project would also improve the grading around the railroad crossing, so we recommend a project limit that extends to the transition to existing that was constructed just east of the tracks (~STA 7+27 of the previous design). It also includes an extension north of the RR Crossing for future connections.

A segment of Old Log Trail (CR 1117) that connects CR 53 to the future Glen Crossing Phase II will also be designed and constructed with this project. Our understanding is that the funding for this segment is different, and the cost share needs to be tracked. This means that we anticipate setting up bid lots to allow the City to track this expenditure.

II. GENERAL REQUIREMENTS

A. Specific design requirements shall conform to the City of Celina's Engineering Design and Construction Standards.

B. Plans will be populated with the requirements of the City's Development Checklist, as modeled in the Record Drawings for the previous phase of CR 53 (2017), and generally follow the intent of the drawings assembled by CP&Y for Old Log Trail.

C. Project appears to be a fill construction project, and major underground utility adjustments are not anticipated. However, we do anticipated relocations associated with the widening of CR 53. We will forward plan sets to franchise utility owners for review, and incorporate comments into the design.

D. Given the scope of the project, we propose two milestone submittals, at 50% Design, and Final Design. As well as a scoping submittal at 10-15% to confirm the horizontal alignment and limits of the project.

E. KSA's Project Manager will submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and supporting information.

Attachment: CELN005 agmt for signature (KSA Engineers- CR 53 and Old Log Trail Road Improvements)

III. TASK SUMMARY

A. PRELIMINARY DESIGN – 50%

At a minimum, the Preliminary Design will include the following construction drawing sections:

a. Title Sheet
b. Removals & Utility Adjustments
c. Paving Plan/Geometric Layout
d. Typical Sections
e. Roadway Plan and Profile
f. Intersection Improvements/Details
g. Turnout Designs for Driveway adjustments
h. Identify preliminary horizontal utility locations from existing as-builts and designs, and from utility surface markings.
i. Preliminary Grading and Drainage Plan to assess the need for culvert upgrades, and/or new conveyance structures.
j. Hydrology and Hydraulic computations and exhibits. These would be anticipated for culvert replacements within the project limits.
k. QC review
l. 50% Opinion of Probable Cost

Utility Coordination – We understand that utility coordination is typically conducted by the City. However, major relocations are not anticipated given the fill construction approach over the existing road alignment.

Design Review - Meet with City Staff to discuss preliminary design comments, OPCC, and discuss action items.

B. FINAL DESIGN – 100%

At a minimum, the Final Design will include the following construction drawing sections:

a. Title Sheet
b. General Notes
c. Summary of Quantities
d. Advance Warning Plan
e. Paving Plan/Geometric Layout
f. Driveway Adjustments
g. Utility Relocations & Removals

Attachment: CELN005 agmt for signature (KSA Engineers- CR 53 and Old Log Trail Road Improvements)

h. Typical Sections
i. Roadway Plan and Profile
j. Intersection Improvements/Details
k. Driveway Turnout Layouts
l. Utility Adjustment Sheets
m. Final Grading and Drainage Sheets
n. Hydrology and Hydraulic Structure Sheets
o. Signing and Striping Plan
p. SWPPP
q. Details
r. Applicable TXDOT and City of Celina Detail Sheets
s. Cross Section Sheets
t. QC review
u. Pre-Construction Cost Estimate

Project Manual – Consultant will prepare a bid proposal document for applicable contract documents to be included in the advertising and executed construction contract.

Technical & Special Specifications – Consultant will prepare special conditions and technical specifications as required.

Design Review - Meet with City Staff to review final design comments, and produce final bidding documents.

Delivery. We will deliver hard and digital versions of signed and sealed documents.

C. **BID PHASE SERVICES** – It is understood that the City will advertise bids, maintain plan holders list, field questions and requests for information as well as post answers provided by City staff or Engineer such that they are available to all plan holders. Bidding phase services provided by the Engineer are limited to providing the following:

Preparation of Bid documents

RFIs and Clarifications - Assisting City Staff with clarifications of plans and specifications, and RFI responses

Addenda

Attachment: CELN005 agmt for signature (KSA Engineers- CR 53 and Old Log Trail Road Improvements)

Reviewing Qualifications, Tabulation of Bids - Assisting City Staff with review of Contractor's qualifications and Tabulation of Bids

Conformed Documents – Incorporating addenda/RFI/clarifications into conformed documents for use during construction

Preparation of Information for Award – Prepare bid information letter for consideration of award

D. **CONSTRUCTON PHASE SERVICES** – These services are intended to assist the City in administering the contract for construction, monitoring the performance of the construction Contractor, verifying that the Contractor's work is in substantial compliance with the contract documents, and assisting the City in responding to the events that occur during construction. Consultant shall provide Construction Administration Services as defined below.

~~1. **Pre-Construction Conference** –~~ Excluded

~~2. **Review of Shop Drawings, Samples and Submittals** –~~ Excluded

3. **Requests for Information** – Consultant will review the Contractor's requests for information or clarification of the contract for construction. Consultant will coordinate and issue responses to requests to the City. Consultant will log and track the Contractor's requests.

4. **Site Visits** – Perform periodic visits to project site as necessary during the course of construction.

5. **CMT Review –** Review material testing results for conformance with technical specifications.

6. **Review of Contractor's Requested Changes** – Consultant shall review all Contractor-requested changes to the contract for construction. Consultant will make recommendations to the City regarding the acceptability of the Contractor's request and, upon approval of the City, assist the City in negotiations of the requested change. Upon agreement and approval, Consultant shall prepare final change order documents.

7. **Final Punch List and Field Reviews** – Attend final site walkthrough at the request of City staff with Contractor, provide comments to City Staff for inclusion in punch list as necessary.

Attachment: CELN005 agmt for signature (KSA Engineers- CR 53 and Old Log Trail Road Improvements)

E. **COMPLETION OF RECORD DOCUMENTS** – Consultant shall prepare construction Record Documents based on information received from the Construction Contractor

IV. SPECIAL SERVICES TASK SUMMARIES

A. **Topographic Design Survey -** Consultant shall furnish a survey field party to collect all field information necessary to prepare complete and detailed plans, specifications, and contract documents consistent with prevailing engineering standards. Consultant will contract these services with Surveying and Mapping, LLC (SAM).

B. **Geotechnical Services -** It is our understanding that the City would like to implement a pavement section similar to the previous phase. The previous phase's existing conditions included an existing concrete pavement that does not exist along this segment for CR 53. Consultant recommends completing a Geotechnical Report to compute a recommended pavement section. This service is included as an optional task in the Fee Breakdown.

C. **Full Time (Or Part Time) RPR Services –** Consultant can provide full time/ part time construction representation through a Resident Project Representative (RPR). The RPR will manage the day to day production of documentation related to daily construction activities, such as daily reports, material testing coordination, field orders, and perform construction observation duties.

D. **Additional Services not included in the existing Scope of Services** – City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

1. Construction Staking
2. Monumentation Services
3. Environmental Services
4. Right of Way investigation or acquisition services
5. Federal-aid grant assistance
6. Title Research
7. Traffic Counts

Attachment: CELN005 agmt for signature (KSA Engineers- CR 53 and Old Log Trail Road Improvements)

8. Traffic Analysis
9. Traffic Simulations
10. Signal Warrant Studies
11. Railroad Crossing Hardware or Crossing Platform Improvements
12. Sampling or Testing for Hazardous Materials
13. Structural Design
14. Drainage Studies beyond the computations needed to size improvements within the project footprint
15. Coordination with regional flood control authorities, or FEMA flood map revision letters and/or modeling.
16. Design of any offsite drainage improvements that may be identified during the Conceptual Design task, other than those specifically identified previously in this scope of services.
17. Eminent Domain Support Services
18. Preparation of Multiple Bid Packages
19. Full Time Resident Project Representative to provide Observation during construction.
20. Material Testing will be contracted by the City, Consultant can assist with planning and review of testing and reports.

Attachment: CELN005 agmt for signature (KSA Engineers- CR 53 and Old Log Trail Road Improvements)

PROPOSED BUDGET & SCHEDULE BREAKDOWN
(Items labeled "- TO" are included in Task Order Total)

(WORK AUTHORIZATION EXHIBIT B)

Data Collection Services (Cost + 15%, Not to Exceed Amounts Below)

A. Topographic Design Survey	$13,755
B. Geotechnical Investigation (Pavement Recommendation)	$13,087

Basic Design Services (Lump Sum)

A. Preliminary Design (50%)	$46,780
B. Final Design (100%)	$36,963
C. Record Documents	$1,368
D. Printing, Mileage	$550
***Total Data Collection and Basic Design Services* - TO**	**$112,503**

Time & Material Bid and Basic Constr. Services (Not to Exceed)

A. Bid Phase Services - TO	$8,100
B. Construction Phase Services - TO	$20,575

Optional Time & Material Construction Services (Not to Exceed)

A. Full Time RPR (Estimate 4-5 month construction)	$19,000/month

Attachment: CELN005 agmt for signature (KSA Engineers- CR 53 and Old Log Trail Road Improvements)

PROPOSED BUDGET & SCHEDULE BREAKDOWN
(Items labeled "- TO" are included in Task Order Total)

WORK AUTHORIZATION EXHIBIT C
Timetable

Topographic Design Survey & Geotech Report	45 Days
Preliminary Design (50%)	85 Days
Owner Review	Est. 1 week
Final Design (100%)	75 Days
Owner Review	Est. 1 week
Bid Phase Services (Adv. thru Award/Contract)	Est. 60 Days
Basic Construction Phase Services	Est. 4-5 Months
F. Record Documents	15 Days

Attachment: CELN005 agmt for signature (KSA Engineers- CR 53 and Old Log Trail Road Improvements)

Life Connected.

Fire Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Mark Metdker, Public Safety Director
CC:	Jason Laumer, City Manager
Date:	November 10, 2020
Re:	This is our annual Interlocal Cooperation Agreement for Fire and EMS with Denton County

---

Action Requested:
Consider and act upon an agreement by and between the City of Celina and Denton County for Fire and Emergency Medical Services. (Metdker)

Background Information:
This is an annual occurrence

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:

Legal Review:
N/A

Supporting Documents:
Exhibits

Staff Recommendation:
approval

THE COUNTY OF DENTON	**§**	
	§	**CITY OF CELINA**
	§	**AMBULANCE SERVICES**
STATE OF TEXAS	**§**	

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2020, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY,"** and the City of Celina, a municipal corporation, located in Denton County, Texas, hereinafter referred to as **"**the **AGENCY".**

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the City of Celina; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY;** and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

Attachment: 2020-2021 Celina Ambulance (Fire/EMS ICA with Denton County)

NOW THEREFORE, the **COUNTY** and the **AGENCY,** in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2020, and ending on September 30, 2021.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:

1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or

2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.

B. “Rural area” means any area within the boundaries of the **COUNTY,** but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.

C. “Urban area” means any area within the corporate limits of an incorporated city, town or village within the **COUNTY.**

D. “Emergency ambulance call” means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

Attachment: 2020-2021 Celina Ambulance (Fire/EMS ICA with Denton County)

III.
SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of City of Celina in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.
PERFORMANCE OF SERVICES

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY.**

Attachment: 2020-2021 Celina Ambulance (Fire/EMS ICA with Denton County)

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of $2,658.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4702 per capita; said sum computes to $653.54.

2. A fixed sum of $275.9890 per ambulance transport for an estimated maximum amount of $0.00. Said sum is based upon 0 transports made by **AGENCY** in fiscal year 2020.

2. A fixed sum based on 2.89 rural miles in the agreed operating territory; said sum computes to $2,004.60.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an "ambulance call" for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Each emergency transport made shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY.** It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. A list of emergency transports shall be submitted monthly by the **AGENCY**. Emergency transport forms not timely submitted shall not be considered for payment. Completed emergency transport forms may be submitted by personal delivery, U.S. Mail, facsimile or email to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY,** upon request by the **COUNTY**.

Attachment: 2020-2021 Celina Ambulance (Fire/EMS ICA with Denton County)

VII.
RESPONSIBILITY OF THE COUNTY

The **COUNTY,** to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Attachment: 2020-2021 Celina Ambulance (Fire/EMS ICA with Denton County)

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

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 of this Agreement shall remain valid and in full force and effect to the fullest extent possible.

XVI.
AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties**.**

Attachment: 2020-2021 Celina Ambulance (Fire/EMS ICA with Denton County)

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

COUNTY:

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By:_____
Andy Eads
Denton County Judge

AGENCY:

City of Celina
142 N. Ohio Drive
Celina, Texas 75009

By:_____
Name _____
Title _____

ATTEST:

By:_____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Agreement.

_____
Denton County Auditor

Attachment: 2020-2021 Celina Ambulance (Fire/EMS ICA with Denton County)

THE COUNTY OF DENTON	**§**	
	§	**CITY OF CELINA**
	§	**FIRE DEPARTMENT**
STATE OF TEXAS	**§**	

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2020, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY,**" and the City Celina Fire Department, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY".**

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the City of Celina; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2020, and ending September 30, 2021.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the City of Celina in

Attachment: 2020-2021 Celina Fire (Fire/EMS ICA with Denton County)

circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.

B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as ***"Celina"*** as set out in Exhibit "A".

C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).

D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.

E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.

F. The **AGENCY,** in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY,** except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

Attachment: 2020-2021 Celina Fire (Fire/EMS ICA with Denton County)

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.
PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.
COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **$10,000.00,** payable upon execution of this Agreement, and further agrees to pay the sum of **$600.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2020, to September 30, 2021. The **COUNTY** anticipates the **AGENCY** to run approximately **1** fire call for a total funding of **$600.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **$10,600.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

Attachment: 2020-2021 Celina Fire (Fire/EMS ICA with Denton County)

VI.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Attachment: 2020-2021 Celina Fire (Fire/EMS ICA with Denton County)

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY,** nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.
SEVERABILITY

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.

XV.
AUTHORITY

The undersigned officer 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.

Attachment: 2020-2021 Celina Fire (Fire/EMS ICA with Denton County)

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By _____
Andy Eads
Denton County Judge

City of Celina
142 N. Ohio Drive
Celina, Texas 75009

By _____
Name _____
Celina Fire Chief

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshall

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Contract/Agreement.

_____
Denton County Auditor

Attachment: 2020-2021 Celina Fire (Fire/EMS ICA with Denton County)

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:	November 10, 2020
Re:	Smiley Water Control and Improvement District Nos. 1 and 2

Action Requested:
Consider and act upon an agreement between Smiley Water Control and Improvement District Nos. 1 and 2 and the City of Celina related to building permits, inspections and similar development services. (Laumer)

Background Information:

Board Review/Citizen Input:
N/A

Alternatives:

Financial Considerations:

Legal Review:
City Attorney has prepared the agreement

Supporting Documents:
Agreement to follow

Staff Recommendation:

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
Date: November 10, 2020
Re: Smiley WCID Code Enforcement

Action Requested:
Consider and act upon an amendment to a development agreement between Smiley Water Control and Improvement District Nos. 1 and 2, Smiley Rd. Ltd., Green Meadows Communities, Inc., Green Meadows Master Community Inc., Mustang SUD and the City of Celina related to code enforcement services. (Laumer)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Agreement to follow

Staff Recommendation:

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:	November 10, 2020
Re:	Smiley WCID Fire Protection Services

Action Requested:
Consider and act upon an amendment to an interlocal agreement between Smiley Water Control and Improvement District Nos. 1 and 2 and the City of Celina related to fire protection services. (Laumer)

Background Information:

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:
Agreement to follow

Staff Recommendation:

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	November 10, 2020
Re:	Subdivision Ordinance Amendment

Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the City's Code of Ordinances, Chapter 10: Subdivision Regulations, Article 10.03, Subdivision Ordinance. (Subdivision Ordinance Amendment) (McAfee)

Background Information:
Refer to the attached documents for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Red-lined Ordinance
- Staff Presentation

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE 2020-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 10: SUBDIVISION REGULATIONS, ARTICLE 10.03: SUBDIVISION ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Title 7 Chapter 212 of the Texas Local Government Code, empowers a municipality to, among other things, regulate the subdivision of land and provide standards for public infrastructure and development; and

WHEREAS, the City Council had conducted a public hearing on this matter; and

WHEREAS, the City Council has determined that it is in the public interest to amend certain subdivision regulations as set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

SECTION 3
AMENDMENTS

3.01. That the Celina Code of Ordinances, Chapter 10: Subdivision Regulations, is hereby amended by way of replacement to read as contained in the attached Exhibit A.

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 this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SAVINGS CLAUSE

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

SECTION 6
SEVERABILITY

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

SECTION 7
PENALTY

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.

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

SECTION 8
PUBLICATION CLAUSE

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

SECTION 9
ENGROSSMENT AND ENROLLMENT

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

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this ___ day of October 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: Red-lined Ordinance (Subdivision Ordinance Amendment)

SUBDIVISION ORDINANCE

City of Celina

November 10, 2020

Ordinance Number	Date of Adoption	Summary
2018-32	7/10/2018	New Subdivision Ordinance; repealed all previous Subdivision Ordinances and amendments
2019-37	9/10/2019	Revisions to Subdivision Standards
2020 – XX	11/10/2020	General Revisions & Synchronization with New Plans

CHAPTER 107.03
SUBDIVISION ORDINANCE
Table of Contents

Article 10.03.000 **Subdivision Authority of the City**
Section 10.03.001 Authority, Purpose & Applicability 1
Section 10.03.002 Enforcement 4

Article 10 .03.010 **Authority of Decision-Makers**
Section 10.03.011 General Provisions 6
Section 10.03.012 Responsible Official Assigned 7
Section 10.03.013 Director of Development Services 7
Section 10.03.014 Director of Engineering 8
Section 10.03.015 Director of Parks & Recreation 8
Section 10.03.016 City Manager & Other Officials 8
Section 10.03.017 Planning & Zoning Commission 9
Section 10.03.018 City Council 9

Article 10.03.020 **Submittal Process**
Section 10.03.021 Pre-Submittal Meeting (DRC Meeting) 10
Section 10.03.022 Application Contents 10
Section 10.03.023 Application Submittal Process 10
Section 10.03.024 Revisions & Approval 11
Section 10.03.025 Amendments & Expiration of Current Projects 11
Section 10.03.026 Expiration of Projects Approved Prior to July 10, 2018 12

Article 10.03.030 **Subdivision Procedures and Plat Types**
Section 10.03.031 General Subdivision & Platting Procedures 13
Section 10.03.032 Conveyance Plats 15
Section 10.03.033 Preliminary Plats 17
Section 10.03.034 Final Plats 20
Section 10.03.035 Minor Plats 23
Section 10.03.036 Replats 25
Section 10.03.037 Amending Plats 26
Section 10.03.038 Plat Vacation 28
Section 10.03.039 Right-of-Way Vacation 29

Article 10.03.040 **Construction Plans & Procedures**
Section 10.03.041 Construction Plans 31
Section 10.03.042 Pre-Construction Meeting 33
Section 10.03.043 Timing of Public Improvements 33
Section 10.03.044 Development Agreements 34
Section 10.03.045 City Participation 36
Section 10.03.046 Inspection, Maintenance & Acceptance of Public Improvements 37
Section 10.03.047 Building Permits & Certificates of Occupancy 38

Article 10.03.050 **(Reserved for Future Use)**

Article 10.03.060 **Special Extraterritorial Jurisdiction Policies & Regulations**
Section 10.03.061 General Policies in the ETJ 39
Section 10.03.062 Denton ~~and~~ & Collin County Regulations 40

Section 10.03.063 City Participation in Improvements in the ETJ 40
Section 10.03.064 Other ETJ Regulations 40
Section 10.03.065 Tree Preservation in the ETJ 40

Article 10.03.070 Subdivision Requirements
Section 10.03.071 General Subdivision Policies 43
Section 10.03.072 Water & Wastewater, Drainage & Environmental Standards 46
Section 10.03.073 Street & Alley Standards 57
Section 10.03.074 Sidewalks & Trail Standards 64
Section 10.03.075 Driveways, Fire Lanes, Retaining Walls, & Access 64
Section 10.03.076 Landscaping ~~and~~ & Screening Adjacent to Roadways 65
Section 10.03.077 Lot & Block Design 69
Section 10.03.078 Other Subdivision Regulations 71
Section 10.03.079 Required Subdivision Amenities 73

Article 10.03.080 Parks & Open Space
Section 10.03.081 Park Land Requirements for New Residential Developments 79
Section 10.03.082 Park Land Dedication Requirements 80
Section 10.03.083 Park Improvement Fees 83
Section 10.03.084 Hike & Bike Trail Requirements 84

Article 10.03.085 Relief Procedures
Section 10.03.086 Variances & Minor Modifications 86
Section 10.03.087 Vested Rights 88
Section 10.03.088 Rough Proportionality 92
Section 10.03.089 Dormant Projects 93

Article 10.03.090 Amendments; Fees; Violations; Conflicts
Section 10.03.091 Text Amendments 95
Section 10.03.092 Filing Fees & Charges 95

Article 10.03.100 Definitions, Usage and Interpretation
Section 10.03.101 Usage & Interpretation 96
Section 10.03.102 Definitions 96
Section 10.03.103 Commonly Used Abbreviations 107

Article 10.03.110 Tables and Diagrams
Table 10.03.111 Applications - Responsible Officials, Decision Makers & Appeals 108
Diagram 10.03.112 Median & Cross Access 109
Diagram 10.03.113 Flag Lots 110
Diagram 10.03.114 Determination of Lot Depth on an Irregular-Shaped Lot 111
Diagram 10.03.115 Lot Frontage - Curved Streets 112
Diagram 10.03.116 Lot Frontage - Cul-de-Sacs 113
Diagram 10.03.117 Centrally Located Amenity Center Siting 114
Diagram 10.03.118 Access & Lot Orientation to Parks & Open Space 115

Appendices
Appendix 1 2019 Engineering Design Manual
Appendix 2 2019 Engineering Construction Details

ARTICLE 10.03.000.....GENERAL SUBDIVISION AUTHORITY OF THE CITY

Sec. 10.03.001 ..... AUTHORITY, PURPOSE & APPLICABILITY.

(a) **Authority.** The regulations of this Subdivision Ordinance are authorized under the TEXAS LOCAL GOVERNMENT CODE, CHAPTER 212 (including Subchapter B) and the City's Charter. The provisions of this Subdivision Ordinance expressly extend to all areas inside the City limits and throughout the City's extraterritorial jurisdiction (ETJ), as either may be adjusted in the future, and as provided in the City's interlocal agreement with Denton and Collin Counties, in accordance with CHAPTER 242 of the TEXAS LOCAL GOVERNMENT CODE.

(b) **Purpose.**

(1) The development and subdivision of land, as they affect a community's quality of life, are activities for which regulation is a valid function of municipal government. The regulations contained within this Subdivision Ordinance are intended to protect the interests of the public and of private parties by granting certain rights, privileges, and obligations. The requirements in this Ordinance are also intended to establish a fair and rational procedure for developing and subdividing land such that land will be developed in accordance with existing physical, social, economic, and environmental conditions.

(2) The provisions of this Ordinance are intended to implement standards and requirements provided for herein, and shall be requirements for the platting and developing of subdivisions within the City and its ETJ.

(3) The provisions of this Ordinance are intended to implement the following objectives:

i. Promote the development and the utilization of land in a manner that provides an attractive and high-quality community environment in accordance with the *Comprehensive Plan*, the *Zoning Ordinance*, and other development-related ordinances of the City;

ii. Assist orderly, safe, efficient, and coordinated development within the City's limits and its ETJ;

iii. Guide and assist property owners and applicants in the correct procedures to be followed, and to inform them of the required standards;

iv. Protect the public interest by having standards that include, but are not limited to, the location, design, class and type of streets, sidewalks, trails, alleys, utilities, and essential public services;

v. Integrate the development of various tracts of land into the community and coordinate the future development of adjoining tracts;

vi. Promote the most efficient and beneficial provision of public facilities and services for each tract being subdivided;

vii. Provide for compatible relationships between land uses and buildings;

viii. Provide for efficient traffic circulation throughout the municipality;

ix. Provide for pedestrian and bicyclist movement that is appropriate within the context of various uses of land and buildings;

x. Minimize pollution of the air, streams, bodies of water, and aquifers; promote the adequacy of storm drainage facilities; minimize erosion; safeguard both surface and groundwater supplies, as well as natural resources and endangered or threatened plant and animal life; and encourage the wise use and management of natural resources throughout the municipality in order to preserve the integrity, stability, and beauty of the community and the value of the land;

xi. Preserve the natural beauty and topography of public and private properties by encouraging the incorporation of natural features and land forms into developments as amenities;

xii. Establish processes that ensure accurate records of land subdivision;

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

xiii. Provide for necessary infrastructure that will have sufficient capacity to serve existing and future developments as well as current and future citizens within the City and its ETJ;

xiv. Provide for adequate light, air, and privacy; safety from fire, flood, and other dangers; and prevent overcrowding of the land and undue congestion of population;

xv. Encourage the development of residential areas that incorporate a range of housing and lifestyle choices.

(c) **Applicability.**

(1) The provisions of this Subdivision Ordinance apply to any non-exempt (see Section 10.03.031(d), *Exemptions*) division of land, combination of separate land parcels, and/or development of land within the corporate boundaries of the City and within its ETJ.

(2) No permit shall be issued for any building or structure on a property until a plat has been approved unless specifically exempted herein.

(3) Any Land Preparation requires a plat. The Director of Engineering may allow the submission of a site work or grading permit, for review and approval, in lieu of a plat.

(4) The addition of a dwelling unit onto a tract of land that is not a lot of record. The Director of Development Services may allow a minor modification for the first home on unplatted acreage in an estate residential homestead situation.

(5) The provisions of this ordinance apply to all properties in the City limits and the ETJ, at all times, whether in conjunction with or absence of a plat application.

(d) **Subdivision Rules.** The provisions of this Subdivision Ordinance, the standards governing constructed facilities applicable to plats in other portions of the Celina Code of Ordinances, and the technical standards contained in the *Engineering Design Standards*, constitute the subdivision rules of the City, which apply to applications for plat approval inside City limits and within the City's ETJ.

(e) **Engineering Design Standards**. The City of Celina has adopted *Engineering Design Standards* and these standards, as they exist or may be amended, shall remain in force of law and effect and are herein incorporated into the Subdivision Ordinance. The *Engineering Design Standards* may be drafted or revised, from time to time, at the discretion and determination of the Director of Engineering, with approval by the City Council. As revised *Engineering Design Standards* are approved and adopted by the City Council, said standards shall be included and substituted for the existing *Engineering Design Standards*, and shall thereafter have the same force of law and effect as if originally adopted hereby. Any individual may request to receive written notice of any new or amended provision to the *Engineering Design Standards* by providing said request in writing to the Director of Engineering. A copy of the current *Engineering Design Standards* shall be kept on file and available for review with the Director of Engineering's office and on the City's website.

(f) **Compliance with City Plans & Ordinances Required.** Compliance with all City ordinances pertaining to the subdivision and development of land, and the *Comprehensive Plan* (where applicable), shall be required prior to approval of any application pursuant to this Ordinance. All such ordinances and the *Comprehensive Plan* shall be construed to mean those documents as they exist or may be amended. It is the applicant's responsibility to be familiar with, and to comply with, City ordinances, the *Comprehensive Plan*, and the provisions of this Ordinance. Applicable City ordinances and plans with which all applications must comply include, but are not limited to, the following:

(1) *Comprehensive Plan* (Ordinance No. 2013-06), and as amended.

(2) *Zoning Ordinance* (Ordinance No. 2006-57), and as amended.

(3) *Engineering Design Standards*

(4) *International Building, Residential, and Fire Codes*

(5) *National Electrical Code*
(6) *International Energy Conservation Code*
(7) *Impact Fee Ordinance for Water* (Ord. No. 2003-75), and as amended.
(8) *Impact Fee Ordinance for Thoroughfares (Ord. No. 2015-06),* and as amended.
(9) *Drainage Design Manual*
~~(9)~~(10) Neighborhood Vision Book for Single Family, Multi-Family, & Commercial
~~(10)~~(11)Federal, State, and Local Environmental Regulations.
~~(11)~~(12)Other applicable portions of the Celina Code of Ordinances.

(g) **Governmental Agency Design Standards.**
The City of Celina, Celina Independent School District, and Prosper Independent School District, City departments, and any county governmental organization, when developing within the city limits, will be required to make best efforts to meet the City's development regulations related to City infrastructure. However, when the overall benefit to the City is reduced due to full compliance with adopted development standards, modified development standards may be administratively approved. This administrative approval shall be conditioned upon meeting the overall intent of the subject ordinance as determined by the City Manager, or his designee, whose decision may be appealed to City Council. (Ordinance 2017-59, adopted 10/10/17)

(h) **Special Provisions.**
(1) The City of Celina does not issue permits for the installation of septic tanks in the ETJ but may issue permits for installation of septic tanks within the corporate city limits. Permits for septic tanks are limited to lots that are greater than one (1) acre in size exclusive of the house footprint and not located within 600 feet of a City sewer line, unless otherwise allowed by the Director of Engineering based up projected loads and use. Citizens may elect to connect to a sewer line that is greater than 600 feet from the property, but must individually bear the cost of the installation ~~that is in excess of 100 feet~~. A septic system may not be installed upon any lot in a subdivision for which a Final Plat has not been approved and filed for record, or upon any lot in a subdivision in which the standards contained herein or referred to herein have not been complied with in full.
(2) No building, repair, plumbing, or electrical permit shall be issued by the City for any structure on a lot in a subdivision for which a Final Plat has not been approved, nor for any structure on a lot within a subdivision in which the standards contained herein or referred to herein have not been complied with in full.
(3) The City Manager and the Director of Engineering may allow sectional development (i.e. phased development) of an approved Final Plat provided that the section of the Final Plat meets all the requirements of this Ordinance in full as though it were a subdivision within itself.
(4) The City shall not authorize any other person, nor shall the City itself repair, maintain, install, or provide any streets or public utility services in any subdivision for which the standards contained herein or referred to herein have not been complied with in full.
(5) The City shall not authorize any other person nor shall the City itself sell or supply any water, gas, electricity, or sewerage service within a subdivision for which a Final Plat has not been approved, nor in which the standards contained herein or referred to herein have not been complied with in full.
(6) On behalf of the City, the City Attorney shall, when directed by the City Council, institute appropriate action in a court of competent jurisdiction to enforce the provisions of this ordinance or the standards referred to herein with respect to any violation thereof which occurs within the City, within the extraterritorial jurisdiction (ETJ) of the City as such jurisdiction is determined

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

under the Municipal Annexation Act, or within any area subject to all or a part of the provisions of this ordinance.

(7) If any subdivision exists for which a Final Plat has not been approved or in which the standards contained herein or referred to herein have not been complied with in full, the City Council shall pass a resolution reciting the fact that such noncompliance or failure to secure Final Plat approval, and reciting the fact that the provisions of paragraphs (1), (2), (4) and (5) of this section will apply to the subdivision and the lots therein. The City Secretary shall, when directed by the City Council, cause a certified copy of such resolution under the corporate seal of the City to be filed in the Deed Records of Denton or Collin County in which such subdivision or part thereof lies. If full compliance and Final Plat approval are secured after the filing of such resolution, the City Secretary shall forthwith file an instrument, in the Deed Records of the county stating that paragraphs (1), (2), (4) and (5) no longer apply.

(8) The provisions of this section shall not be construed to prohibit the issuance of permits to any lots upon which a residential building exists and was in existence prior to passage of this Subdivision Ordinance, or to prohibit the repair, maintenance, or installation of any street or public utility services for any residential building, or abutting any sale lot, the last recorded conveyance of which prior to passage of this ordinance was by metes and bounds, and/or any subdivision, or lot therein, recorded or unrecorded, which subdivision was in existence prior to the passage of this ordinance.

Sec. 10.03.002..... ENFORCEMENT.

(a) **Observation of Construction.**

(1) The Director of Engineering, or his duly authorized representative, shall make periodic observation of the construction of improvements for subdivision. Inspection of improvements by the Director of Engineering or his representative, is not intended to and does not relieve the subdivider or his contractor, from ensuring that the improvements are constructed in accordance with the accepted plans and specifications. The subdivider or his contractor shall maintain contact with the Director of Engineering or his representative during construction of improvements.

(2) No sanitary sewer, water, or storm sewer pipe shall be covered without approval of the Director of Engineering or his representative. No flexible base material, subgrade material, or stabilization shall be applied to the street subgrade without said approval. No concrete shall be poured nor asphaltic surface applied to the base without said approval of Director of Engineering.

(3) The Director of Engineering or his representative, may at any time cause any construction, installation, maintenance, or location of improvements to cease when, in his judgment, the requirements of this article or the standards and specifications as hereinbefore provided have been violated. Any violation may require such reconstruction or other work as may be necessary to correct any such violation at the expense of the developer. The cost of materials testing shall be borne by the developer. (2004 Code, sec. 159.81)

(b) **Maintenance Bond.** The subdivider shall furnish a good and sufficient maintenance bond in the amount of ~~ten~~ one hundred percent (100%) of the contract price of all public improvements, with a reputable and solvent corporate surety in favor of the City, to indemnify the City against any repairs which may become necessary to any part of the construction of public improvements in connection with the subdivision, arising from defective workmanship or materials used therein, for a period of two (2) full years from the date of final acceptance of the improvements. Final acceptance will be withheld until said maintenance bond is furnished to the City and approved by the City Attorney. (2004 Code, sec. 159.82)

(c) **Filing, Plat & Other Fees.**

(1) The fees and charges shall be paid to the City when any preliminary plat or final plat or other filing is tendered to the Planning & Zoning Commission or any other authorized board or agency of the City. Each of the fees and charges provided herein shall be paid in advance and no action of the Commission or any other board or agency of the City shall be valid until the fees and charges shall have been paid to the City.

(2) Except as hereinbefore provided, these fees and charges shall be charged on all plats and filings, regardless of the action taken by the Commission or any other board or agency of the City and whether the plat or filing is approved or denied. All fees are listed as shown in the City Fee Schedule ordinance, which is a bound and separate document. (2004 Code, sec. 159.83)

(d) **Penalty.** Any person, firm or corporation who shall violate any of the provisions of this article or who shall fail to comply with any provisions hereof shall be guilty of a misdemeanor and upon conviction, shall be subject to a fine not to exceed the amounts listed in the City's Fee Schedule, and each day that such violation continues shall constitute a separate offense and shall be punishable accordingly. (2004 Code, sec. 159.99)

Sec. 10.03.003 to Sec. 10.03.009. RESERVED

ARTICLE 10.03.010 .....AUTHORITY OF DECISION-MAKERS

Sec. 10.03.011..... GENERAL PROVISIONS.

(a) **Source of Authority.** Authority under this Subdivision Ordinance shall be vested in and delegated to the officials and decision-makers designated in Section 10.03.012, *Responsible Official Assigned*, and under the City's Charter, the constitution and laws of the State of Texas, and the Celina Code of Ordinances. This authority shall be deemed supplemental to any other authority lawfully conferred upon the officials and decision-makers. The omission of a citation in this Subdivision Ordinance to any authority conferred upon the officials and decision-makers under the City's Charter, the constitution or laws of the State of Texas, or the Celina Code of Ordinances, or the failure to identify in this article authority conferred by other provisions of this Subdivision Ordinance, shall not be construed as limiting the actions of such officials and decision-makers taken in accordance with and in reliance upon such authority.

(b) **Implied Authority.** The officials and decision-makers shall have all implied authority necessary to carry out the duties and responsibilities expressly delegated by CHAPTER 212 of the TEXAS LOCAL GOVERNMENT CODE and this Subdivision Ordinance, to the extent that the implied authority is not in conflict with the expressly delegated authority.

(c) **Limitation on Authority.**

(1) City Policy. It is the policy of the City that the standards and procedures applicable to development of property within the city limits and within the City's extraterritorial jurisdiction (ETJ) are as stated in this Subdivision Ordinance, notwithstanding any representation by any City official summarizing, paraphrasing, or otherwise interpreting such standards to the contrary, whether generally or as applied to development of specific property.

(2) Representations. The applicant shall not rely on any representation made by an employee of the City, a member of an appointed board or Commission, or a member of the City Council concerning the likelihood of an outcome of that official's decision or the decision of an appointed board, Commission, or City Council, on any application that has yet to be filed or is pending before the City. An official may, however, convey information concerning that official's position on a pending application in accordance with his role as the responsible official for such application or as the City staff contact person.

(3) Effect of *Comprehensive Plan* or Development Standards on Liability Claims. The City's approval of an application under the standards and procedures of this Subdivision Ordinance does not guarantee or ensure that development of the property in accordance with the standards will prevent, minimize, or mitigate harm to adjoining property. A person who undertakes development activities shall not rely on the City's approval of an application as ensuring that the development activities will not result in harm to adjoining property. The regulations contained in this Subdivision Ordinance constitute an exercise of the City's governmental authority, and approval of an application shall not give rise to any liability on the part of the City or its officers, agents, and employees, nor will an approval release the applicant from any liability for harm arising out of development of the property under applicable law.

(4) Variances. Except as expressly provided for in Section 10.03.086, *Variances & Modifications*, this Subdivision Ordinance, no official, board or Commission of the City, or the City Council, shall have authority to waive any requirement or standard for an application. Any attempted variance of a requirement or standard for an application in contravention of this section shall hereby be deemed null and void, and, upon discovery, shall be grounds for revocation of a permit or approved application.

(d) **Conflict in Authority.** If any of the provisions of this Subdivision Ordinance are in apparent conflict, the Director of Development Services shall, after due consideration as to the purpose and intent of each

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

conflicting provision, make a determination as to which provision shall apply. The Director of Development Services shall make every effort to be fair and consistent in such interpretations, and his decision may be appealed to the City Manager (see Section 10.03.016, *City Manager & Other Officials*), unless otherwise noted within.

Sec. 10.03.012..... RESPONSIBLE OFFICIAL ASSIGNED.

(a) **Responsible Official.** The responsible official shall be the Director of a designated City department who is assigned responsibility under this Subdivision Ordinance for taking the following actions with regard to a particular type of application authorized under this Subdivision Ordinance.

(1) Accepting the application for filing, and processing an application;
(2) Reviewing and making recommendations concerning an application;
(3) Seeking advice of other City departments, and coordinating any recommendations from such departments concerning an application;
(4) Determining a request for exemption;
(5) Preparing reports to and advising any board, Commission or the City Council that has responsibility for making recommendations on or approving/denying an application;
(6) Promulgating additional or modified policies, standards and administrative rules for adoption by the City Council that apply to an application;
(7) Initiating enforcement actions concerning compliance with the standards applicable to an application and the conditions imposed thereon; and
(8) Taking all other actions necessary for administration of the provisions of this Subdivision Ordinance with respect to an application, petition, approval, or appeal.

(b) **Delegation.** The responsible official may delegate the official authority under this Subdivision Ordinance to subordinate employees, who shall thereupon be deemed the responsible official for purposes of carrying out the delegated duties.

Sec. 10.03.013..... DIRECTOR OF DEVELOPMENT SERVICES.

(a) **Responsible Official.** The Director of Development Services is the responsible official for the following types of applications, waivers, variances and petitions:

(1) Review and staff report, including a staff recommendation for approval/denial, for any type of plat;
(2) Extension of a plat approval;
(3) Appeal of a decision on any application for which the Director of Engineering is the responsible official;
(4) Vested rights petition for any application when the Director of Development Services is the responsible official.
~~(5) Review recommendations by the Parks Board, and carry out the Board's decisions, on the following types of applications:~~
~~(6) Acceptance of fees in lieu of parkland dedication;~~
~~(7) The portion of an application showing where park land, including trails, is to be dedicated, and whether such dedication is acceptable;~~
~~(8)~~(5) ~~Any other portions of applications showing items required by Article 10.03.080, *Parks and Open Space*~~.

(b) **Final Decision-Maker.** The Director of Development Services is the final decision-maker for the following types of applications (subject to any appeal):

(1) Minor Plat, as outlined in Section 10.03.035, *Minor Plats*;
(2) Final Plat, as outlined in Section 10.03.034, *Final Plats;*

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(2) Amending Plat, as outlined in Section 10.03.037, *Amending Plats*;
(3) Extension for a Preliminary Plat approval, as outlined in Section 10.03.033, *Preliminary Plats*; and
(4) Certain types of Vested rights petitions, as outlined in Section 10.03.087, *Vested Rights*.

Sec. 10.03.014..... DIRECTOR OF ENGINEERING.

(a) **Responsible Official.** The Director of Engineering is the responsible official for the following types of applications:
(1) Review of construction plans, including all engineering plans and related construction tasks, and approval of contracts for public improvements, as outlined in Section 10.03.041, *Construction Plans*;
(2) Time extensions for construction plans, as outlined in Section 10.03.041(h), *Extension*;
(3) Construction Releases, as outlined in Section 10.03.041(i), *Construction Release*;
(4) Development Agreement, as outlined in Section 10.03.044, *Development Agreements*;
(5) Appeal related to an application for which the Director of Engineering is the responsible official;
(6) Certain types of Variances (related to construction requirements), as outlined in Section 10.03.086, *Variances & Modifications*; and
(7) Vested rights petition for an application for which the Director of Engineering is the responsible official, as outlined in Section 10.03.087, *Vested Rights*.

(b) **Final Decision-Maker.** The Director of Engineering is the final decision-maker for the following types of applications (subject to any appeal):
(1) Approval of construction plans, including all engineering plans and related construction management tasks, and approval of contracts for public improvements;
(2) Construction Release;
(3) Extension for construction plans approval; and
(4) Certain types of Vested Rights petitions for an application for which the Director of Engineering is the initial decision-maker.

Sec. 10.03.015..... DIRECTOR OF PARKS & RECREATION.

(a) **Responsible Official and Initial Decision-Maker.** The Director of Parks & Recreation is the responsible official for the review and recommendation to the Parks Board and for carrying out the Board's decisions~~, on the following types of applications:~~
~~(1) Acceptance of fees in lieu of parkland dedication;~~
~~(2) The portion of an application showing where park land, including trails, is to be dedicated, and whether such dedication is acceptable; and~~
~~(3) Any other portions of applications showing items required by Article 10.03.080, *Parks and Open Space*~~.

Sec. 10.03.016..... CITY MANAGER & OTHER CITY OFFICIALS.

(a) **City Manager.** Any decision which is made by a staff person other than the Director of Development Services shall be reviewed first by the Director of Development Services. Any decision that cannot be resolved by the Director of Development Services shall be appealed to the City Manager, who is the appellate decision-maker for any appeal for which the Director of Development Services is responsible.

(b) **Fire Chief.** No provision contained in this Subdivision Ordinance shall be deemed or interpreted as a limitation on the Fire Chief's exclusive authority as set forth in the International Fire Code, especially as the decision relates to health and safety issues.

(c) **Other City Officials.** The City Attorney and any other official delegated responsibilities under this

Subdivision Ordinance or other provisions of the Code of Ordinances are authorized to take all actions necessary to carry out their responsibilities in accordance with the requirements and limitations prescribed herein.

Sec. 10.03.017..... PLANNING & ZONING COMMISSION.

(a) **Organization, Powers, ~~and~~& Duties.** The Planning & Zoning Commission (also referred to as the "Commission") shall hold meetings and have the powers and duties as provided for in the Code of Ordinances of the City (Code of Ordinances, Chapter 106, *Zoning*), and as authorized by CHAPTER 211 AND 212 OF THE TEXAS LOCAL GOVERNMENT CODE. Such powers and duties shall include exercising all the authority and control conferred by law relating to platting.

(b) **Staff Liaison.** The Director of Development Services shall act as the staff liaison to the Commission, and shall abide by the City's usual record-keeping and retention policies for boards and commissions, as amended, in maintaining records of the Planning & Zoning Commission's meetings and actions.

(c) **Authority for Deciding Applications.** The Commission shall have the final authority to act on the following types of applications:

(1) Conveyance Plats;

(2) Preliminary Plats;

~~(3) Final Plats;~~

~~(4)~~(3) Replats (at a public hearing);

~~(5)~~(4) All other types of plats, with the exception of Minor Plats and Amending Plats (which may be decided by the Director of Development Services, unless deferred to the Commission).

(d) **Authority for Deciding Appeals.** The Commission shall hear and decide the following appeals:

(1) Any Variance petition on an application for a Preliminary Plat, Final Plat, or Replat;

(2) Minor Plat or Amended Plat that is deferred by the Director of Development Services, as outlined in Section 10.03.035(h), *Appeal of Decision on Minor Plat Application*, or Section 10.03.038(i), *Appeal of Decision on Amending Plat Application,* as applicable;

(3) Any other appeal so authorized by this Ordinance.

Sec. 10.03.018..... CITY COUNCIL.

(a) **Authority for Deciding Appeals.** The City Council shall hear and decide appeals from decisions made by the Commission when such appeals are authorized by this Ordinance.

Sec. 10.03.019..... RESERVED.

ARTICLE 10.03.020 SUBMITTAL PROCESS

Sec. 10.03.021..... PRE-SUBMITTAL MEETING (Development Review Committee Meeting).

(a) **Optional Development Review Committee Meeting.** Prior to the official submission of an application for review and consideration, applicants are strongly encouraged to contact the Development Services staff to schedule a Development Review Committee (DRC) Meeting. This meeting will alert the applicant to the ordinances that apply to the specific project.

(b) **Members of DRC**. Members of DRC are made up of representatives from the departments that have direct communication with all aspects of the development process: Planning, Engineering, Building, Fire, Public Works, Health, and Parks.

(c) **Meeting Request.** To schedule a DRC Meeting, the applicant requests a DRC Meeting with the Development Services staff, and such request shall describe the type of development desired and/or the type of application intended for submittal along with an initial concept plan. The applicant shall then be notified by the Development Services staff of the time and place for the requested meeting.

(d) **Vested Rights.** There shall be no vested rights based on the DRC Meeting.

(e) **Effect.** Following the DRC Meeting, the applicant may proceed with the submittal of the appropriate application(s), including, but not limited to, the Conveyance or Preliminary Plat, Final Plat, Civil Plans, and Building Plans.

Sec. 10.03.022..... APPLICATION CONTENTS.

(a) **Application Contents Generally.** All applications shall be submitted on a form supplied by the Development Services staff with the required information and exhibits as stated on the application form. Incomplete applications shall not be accepted.

(b) **Application Timing**.

(1) Development Services staff shall establish submittal deadlines for all applications decided by the Director of Development Services and by the Commission. Such submittal schedule will be posted on the City website.

(2) An application must be considered officially complete in accordance with Section 10.03.023(c), *Determination of Completeness*, of this Subdivision Ordinance prior to being processed for review and consideration.

(c) **Fees Required**. Every application shall be accompanied by the prescribed fees set forth in the City's Fee Schedule, as approved by City Council and as may be amended from time to time. Fees are not refundable and are not a guarantee of approval. Review of the application will not begin until the appropriate fees have been processed by the City.

Sec. 10.03.023..... APPLICATION SUBMITTAL PROCESS.

(a) **Initiation by Owner.** An application required under this Subdivision Ordinance may be initiated only by the owner of the land subject to the application, or by the owner's duly authorized representative. If the applicant is a representative of the property owner, the application shall include a written and notarized statement from the property owner, such as a duly executed Power of Attorney, authorizing the representative to file the application on the owner's behalf.

(b) **Applicability.** The procedures within this Chapter shall apply to all applications that are required by the City and submitted in accordance with this Subdivision Ordinance.

(c) **Official Filing Date.** The 30-day time period established by State law and by this Subdivision Ordinance

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

shall begin on the "Official Filing Date." The Official Filing Date is further defined as the date on which the plat has met all the requirements of the Subdivision Ordinance following staff or administrative review, fees have been paid, and that plat is scheduled for final approval by the Planning & Zoning Commission by placing the plat on the Commission agenda.

(d) **Owners Dedication Language**. Refer to the ~~Development Handbook~~plat checklist (available online) for the appropriate owner dedication language to include on the plat and all other plat signature block wording and form.

Sec. 10.03.024..... REVISIONS & APPROVAL.

(a) **Action by Responsible Official.** The responsible official for an application shall initiate internal (i.e., by City departments) review and assessment of the application according to the City's development review procedures. The responsible official shall also, to the extent possible, work with the applicant by advising on and communicating revisions that may be necessary to bring the application into compliance with City regulations in preparation for consideration by the appropriate decision-maker.

(b) **Revisions to Exhibits**. The responsible official may enumerate to the applicant such revisions to the plat exhibits as are necessary to bring the exhibit into compliance with the Subdivision Ordinance. Such revisions shall be made by the applicant or his agent in a timely fashion.

(c) **Decision.** The decision-maker for the application shall approve, approve with conditions, or deny the application within the time period prescribed by this Subdivision Ordinance.

(d) **Conditions Attached.** The decision-maker may attach such conditions to the approval of an application as are reasonably necessary to ensure compliance with all applicable requirements of this Subdivision Ordinance. These conditions of approval shall be completed prior to the plat being filed for record in Denton or Collin County.

(e) **Notification of Decision.** The City shall send written notice of a decision on an application within fourteen (14) calendar days following the approval date. This written notice will include any future steps the applicant must take.

(f) **Notification of City Appeal.** Whenever an appeal is requested from a final decision on an application following a public hearing, or whenever the City is to consider revocation of an application that was obtained following a public hearing, personal notice of the appeal, or revocation proceeding shall be provided to the applicant.

Sec. 10.03.025..... AMENDMENTS & EXPIRATION OF CURRENT PROJECTS.

(a) **Amendments/Revisions to an Approved Application.** Unless another method is expressly provided by this Subdivision Ordinance, any request to amend or revise an approved application shall be considered a new application, which must be considered in accordance with the procedures governing the original application and the standards in effect at the time such new application is filed with the City.

(b) **Expiration.**

(1) Unless otherwise expressly provided by this Subdivision Ordinance, an approved application for a plat or civil plans shall automatically expire one (1) year following the approval date of the application (see Section 10.03.041(g), *Expiration of Construction Plans*), and shall become null and void, and all activities under the application thereafter shall be deemed in violation of this Subdivision Ordinance, if:

i. The applicant fails to satisfy any condition that was imposed by this Subdivision Ordinance or

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

as part of the approval of the application or that was made under the terms of any Development Agreement, within the time limits established for satisfaction of such condition or term; or

ii. The applicant fails to submit a subsequent complete application required by this Subdivision Ordinance within the time so required; or

iii. A Development Agreement has not been approved for the development.

(2) The Director of Engineering may extend the time of expiration for the plat or construction plans by one (1) year if the applicant has requested the extension in writing and listed the cause for the delay. Any further extension of the expiration date shall be considered by the Planning & Zoning Commission and the Commission's decision shall be final.

(1) If no time limit for satisfaction of conditions is specified in the decision on the application, the time shall be presumed to be two (2) years following the date the application was approved, except as provided through a vested rights petition.

(2) An expiration date may differ from the first anniversary of approval upon approval of a different date being determined pursuant to a vested rights petition (Section 10.03.087, *Vested Rights*).

(c) **Effect of Expiration.** Upon the expiration of an approved application, all previously approved applications for the same land shall also expire on the expiration date if the filing of an application was required to avoid expiration for the previously approved application(s), except as provided in Section 10.03.027, *Expiration*. Thereafter, a new application must be submitted for consideration and approval subject to regulations in effect at the time the new application is filed.

Sec. 10.03.026..... EXPIRATION (Projects Approved Prior to the Establishment of this Subdivision Ordinance).

(a) **Two-Year Expiration Established.** Notwithstanding any other provision of this Subdivision Ordinance, for any approved application for which no expiration date was in effect on the date this Subdivision Ordinance was duly adopted by City Council, an expiration date of two (2) years following the date of approval of the application shall apply, unless the applicant files a written petition before such date for a vested rights determination pursuant to Section 10.03.087, *Vested Rights*, alleging that progress has been made toward completion of the project for which the application subject to expiration was filed. If a vested rights petition is timely filed and subsequently approved, the City Council shall determine the expiration date of the application in deciding the petition.

(b) **Five-Year Expiration Established.** Notwithstanding any other provision of this Subdivision Ordinance, once an application has expired as described above, all previously approved applications for the same land also shall expire no later than five (5) years following the date of filing of the first application for the project for which the expired application was filed, unless the applicant files a written petition before such date for a vested rights determination pursuant to Section 10.03.087, *Vested Rights*. If a vested rights petition is timely filed and subsequently approved, the City Council shall determine the expiration date of the previously approved applications in deciding the petition.

Sec. 10.03.027 to 10.03.029.....RESERVED.

ARTICLE 10.03.030 .....SUBDIVISION PROCEDURES

Sec. 10.03.031..... SUBDIVISION PROCEDURES & PLAT TYPES.

(a) **Approval Required.**

(1) Unless and until any plat, plan, or replat shall has been first approved in the manner provided by law, it shall be unlawful for any person, firm, corporation, or organization to construct or cause to be constructed any streets, utilities, buildings, or other improvements to any tract of land; and any official of the City shall not issue any permit for such improvements or to serve or connect said land, or any part thereof, or for the use of the owners or purchasers of said land, or any part thereof, with any public utilities such as water, sewers, lights, gas, etc., which may be owned, controlled, distributed, franchised, or supplied by the City.

(2) No building permits will be issued for the construction of any building on any unplatted land within the City and the City's extraterritorial jurisdiction (ETJ). Minor repair permits may be issued for an existing structure. When additions, alterations, or repairs within any twelve (12) month period exceed fifty percent (50%) of the value of an existing building or structure on previously unplatted property, the land upon which such building or structure is located shall be platted in accordance with the provisions of this chapter.

(b) **Improvements Required.**

(1) Responsibility for Improvements. All of the improvements required under these regulations, or improvements specified in the *Comprehensive Plan* of the City, or improvements which, in the judgment of the Director of Engineering, are necessary for the adequate provision of streets, utilities, drainage, services, and facilities to the subdivision and to the surrounding areas of the City, shall be constructed at the sole expense of the developer, unless otherwise provided for and approved by City Council. All improvements required by this ordinance shall be constructed and accepted by the Director of Engineering prior to filing the associated plat, unless otherwise specified in a binding contractual Development Agreement approved by City Council. Payment for any and all improvements that are not to be made at the time of the primary construction of the subdivision or development shall be made a part of the signed and executed Development Agreement.

(2) Plats Prior to Development. Plats may not be used as a mechanism to establish boundaries without the dedication of required infrastructure, such as public utilities easements, right-of-way dedication, and any other requirement of this Subdivision Ordinance. Platting of property is reserved for those properties that are anticipating immediate development, with the exception of Conveyance Plats.

(c) **Types of Plats Required.**

(1) Final Plat or a Minor Plat. A Final Plat or Minor Plat must be approved prior to any land division that is subject to these regulations and prior to commencement of any new development or construction project. A Conveyance Plat may be approved for the reasons enumerated in Section 10.03.032(a), *Purpose*, but no vertical construction may occur until an associated Final Plat or Minor Plat is approved.

(2) Replat. A Replat in accordance with State Law and the provisions of Section 10.03.036, *Replats*, shall be required any time a platted, recorded lot is further divided or expanded, thereby changing the boundary and dimensions of the property. In the case of minor revisions to recorded plats or lots, a Minor Plat or Amending Plat may also be utilized if allowed by State Law and if in accordance with Section 10.03.035, *Minor Plats*, Section 10.03.036, *Replats*, and 10.03.037, *Amending Plats*, respectively.

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(d) **Exemptions.** The following land divisions are exempt from the requirements of this Subdivision Ordinance that apply to plats:

(1) Use of existing cemeteries complying with all State and local laws and regulations; and

(2) A division of land created by order of a court of competent jurisdiction, provided however, that prior to construction of improvements, a plat meeting the requirements of this Ordinance shall be approved and recorded prior to the issuance of permits.

(e) **Zoning.** A property within the City's corporate limits that is being proposed for platting or development must be properly zoned by the City prior to submission of an application for approval of any concept plan or plat. In addition, the proposed development layout or subdivision design shown on the proposed concept plan or plat must be in conformance with all standards and requirements prescribed in the City's zoning ordinance and this division.

(1) Conformance with Existing Zoning. All applications shall be in conformance with the existing zoning on the property, as applicable.

(2) Request to Rezone Prior to Platting. If an applicant seeks to change the zoning for the property, the request to rezone the land shall be submitted and approved prior to acceptance of an application for any type of plat for recordation unless as otherwise provided below:

i. The applicant may request approval from the Director of Development Services to submit a plat application simultaneously with the zoning change request, in which case the application for the zoning amendment shall be acted upon first.

ii. In the event that the requested zoning amendment is denied, the plat application shall also be denied.

iii. It is not necessary to rezone the tract prior to the submittal and approval of a Conveyance Plat which is exclusively for the purpose of the sale of land and not as a precursor to development.

iv. It is not necessary to zone or rezone the tract prior to the submittal and approval of any plat within the City's ETJ, since the ETJ is not subject to the Zoning Ordinance.

(3) Site Plan Approval. Where Site Plan or Concept Plan approval is required by the Zoning Ordinance, a Conveyance Plat or Preliminary Plat shall be submitted prior to or concurrently with the Site Plan or Concept Plan application so the interrelated plans may be reviewed to determine if they will function together. A Final Plat may be submitted concurrently with the Site Plan application or at a later date.

(f) **Stages of Plat Approval, Staff Review, & Approval.**

(1) Preliminary and Final Plats. The platting process of land not previously platted typically involves two (2) approval stages: submission and approval of a Preliminary Plat (or Conveyance Plat under certain circumstances) and subsequent submission and approval of an associated Final Plat. However:

i. An applicant may proceed with the plat to be recorded without an approved Conveyance Plat or Preliminary Plat if one of the following conditions apply:

a. A Minor Plat is sufficient for submittal; or

b. A Concept Plan for a multi-family, single-family attached or nonresidential development is submitted and approved in accordance with the Zoning Ordinance.

c. The lot in question is less than two acres in size and will be developed in one phase.

ii. An applicant may submit construction plans and a Final Plat (or Minor Plat) simultaneously in lieu of a Preliminary Plat if a Development Agreement and appropriate surety (see Section 10.03.044, *Development Agreements*) are submitted along with the application.

(2) Staff Review. Unless otherwise specified under the regulations for a specific type of plat:

i. The Director of Development Services shall be the responsible official for processing a plat,

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

and shall be responsible for the initial review of a plat for conformance with this Subdivision Ordinance and any other applicable ordinances of the City.

ii. The Director of Development Services shall direct other City staff to review all applications for conformance with this Subdivision Ordinance and with other applicable City regulations and supply to the applicant a list of revisions necessary for compliance with the Subdivision Ordinance, if warranted.

(3) Approval. Authority for the approval of plats is granted by the State to either the Planning & Zoning Commission or the Director of Development Services. See individual plat descriptions, below, for the appropriate approval authority.

(4) Signatures Required on Filed Plats. When any plat is prepared for filing with Denton or Collin County, each copy to be certified by the County must be signed by the Chairman of the Planning & Zoning Commission and a City Official of Celina, defined as being one of the following: the Mayor, the City Manager, or an Assistant City Manager. Both signatures shall be attested by the City Secretary.

(5) Director of Engineering Signature Required. When any plat is prepared for filing with Denton or Collin County, and the installation of public improvements is required prior to the recordation of the plat, the Director of Engineering shall also endorse the plat after all conditions of approval of the plat have been satisfied and all public improvements completed to the City's specifications. There shall be written evidence that the required public improvements have been installed in a manner satisfactory to the City as shown by a certificate signed by the Director of Engineering stating that the necessary dedication of public lands and installation of public improvements has been accomplished.

Sec. 10.03.032..... CONVEYANCE PLATS.

(a) **Purpose**. There are several purposes of a Conveyance Plat:

(1) To subdivide land and to provide for recordation of same, for the purpose of conveying (i.e., selling) the property without developing it in the near future. A Conveyance Plat may be used to convey the property or interests therein; however, a Conveyance Plat does not constitute approval for any type of development on the property. A Conveyance Plat is an interim step in the subdivision and development of land.

~~(2) To establish a general layout of lots as a preliminary step to Final Platting. In this case, the Conveyance Plat shall establish and show necessary fire lanes and other easements when a portion of the Conveyance Plat tract is being Final Platted. For example, a Conveyance Plat lays out the tract into multiple lots and only one of those lots will be Final Platted. However, no vertical construction may occur on any portion of a Conveyance Plat that has not subsequently been Final Platted. This function of a Conveyance Plat eliminates the necessity of filing legal Separate Instruments with Denton or Collin County for off-site improvements necessary for the development of the lot being Final Platted (see Diagram 10.03.112, *Median and Cross Access*).~~

~~(3)~~(2) To record ~~the remainder of~~ a tract that is ~~larger than five (5) acres, and that is created by the Final Platting of a portion of the property, provided that the remainder is~~ not intended for immediate development.

~~(4) To record the subdivision of property into parcels, five (5) acres or smaller in size, that are not intended for immediate development, provided all required public improvements exist to the City's current standards prior to approval and minimum frontage requirements are met. All public rights-of-way, fire lanes, and access easements must be dedicated and all abutting streets and utilities must be installed and accepted by the City. Installation of on-site improvements may be deferred if development of other tracts is not affected.~~

(b) **Review and Consideration**.

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(1) Unless otherwise specified within this section for specific requirements for a Conveyance Plat, a Conveyance Plat shall be processed and approved using the same timing and procedures, including recordation, as specified for a Final Plat. Procedures to appeal a decision on a Conveyance Plat shall also be processed and considered the same as a Final Plat.

(2) Specific requirements for the plat exhibit may be found on the City of Celina Development Services webpage under *Plat Checklists*.

~~(3) A Conveyance Plat shall be accompanied by a Concept Plan (see Section 10.03.047) regardless if the development of the tract is to be postponed in order to ensure that accepted development practices will be applied to the parcel in the future and the Conveyance Plat will not create an undevelopable tract of land.~~

(c) **Subsequent Filing of a Final Plat**. No Final Plat processed and approved in association with a Conveyance Plat shall be filed without the concurrent or prior filing of the associated approved Conveyance Plat for the remainder of the subject property.

(d) **Conveyance Plat Limitations**.

(1) No building or development permit shall be issued nor permanent utility service provided for land that has only received approval as a Conveyance Plat; a Final Plat must be filed for building and development permits and for utility service.

(2) A Conveyance Plat may be superseded by a revised Conveyance Plat or a Final Plat in total or in part through compliance with the procedures and requirements of this Ordinance.

(e) **Standards for Approval**.

(1) Access. All lots created by a Conveyance Plat shall have access to an improved public street that meets the City's minimum design and paving standards. All lots created by a Conveyance Plat shall provide points of access as required by the Zoning Ordinance and/or by this Ordinance.

(2) Reservation of Rights-of-Way. Conveyance plats must provide for the reservation of future rights-of-way of planned roadways, as shown on the Master Thoroughfare Plan. Right-of-way reservation acknowledges the future obligation to dedicate right-of-way for public thoroughfares and streets specified on the City's Thoroughfare Plan or approved Concept Plan. Reservation of right-of-way does not grant any right or interest in the property to the City, State, or other government entity. The final alignment of such roadways may be adjusted upon Final Platting in order to meet the standards of the *Engineering Design Standards*.

(3) Dedication of Rights-of-Way. Dedication of right-of-way shall be required where a Conveyance Plat is used to record the remainder of a tract created by the Final Platting of a portion of the property. The required right-of-way dedication shall be limited to that which is necessary to provide access to the property proposed for the Final Plat approval and to complete turn lanes, intersections, and transitions in road pavement width resulting from development of the property proposed for the Final Plat approval and what is considered to be roughly proportional to the impact of the development (see Section 10.03.088, *Rough Proportionality*, for more information). The Director of Engineering or Fire Marshal may require a temporary paved turn-around if a street is stubbed pending future construction.

(f) **Approval of Conveyance Plats**. The Planning & Zoning Commission is authorized to approve, approve with conditions, or disapprove Conveyance Plats. Conveyance Plats may be approved on the Consent Agenda.

(g) **Effect of Approval**.

(1) The approval of a Conveyance Plat authorizes the sale of the lot(s) created thereon, but does not authorize any type of development on the property. The applicant and future owner(s) of the property remain obligated to comply with all provisions in this Subdivision Ordinance upon future

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

development of the property including, but not limited to, all requirements for platting, required public improvements, utility extensions, street improvements or assessments, right-of-way and easement dedications, and all other requirements in this Subdivision Ordinance.

(2) Neither reservation nor dedication of right-of-way shall relieve the property owner from obligations for street construction or assessments associated with public street improvement programs.

(3) Easements for access, utilities, and drainage may be recorded on Conveyance Plats.

(4) No building permit shall be issued nor permanent utility service provided for land which has only received approval as a Conveyance Plat. Notwithstanding the above, the Building Official may authorize temporary building permits, temporary occupancy permits, and temporary utility service prior to Final Plat approval and recordation, if deemed appropriate.

Sec. 10.03.033..... PRELIMINARY PLATS.

(a) **Purpose.** The purpose of a Preliminary Plat is to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of this Subdivision Ordinance and the Zoning Ordinance regulations for each zoning district. A Preliminary Plat is not recorded in the County. ~~If a development is to be constructed in phases, a Conveyance Plat may be substituted for a Preliminary Plat should the lots be Final Platted separately and off-site easements need to be filed for record.~~

(b) **Exceptions.**

(1) A Preliminary Plat is not required when a Minor Plat or Amending Plat is adequate.

(2) A Preliminary Plat is not required when the proposed development is a single phase and/or less than 300 lots, if the Concept Plan associated with a Development Agreement or Planned Development contains sufficient data as required by the Engineering Department, or at the discretion of the Director of Engineering.

(3) A Final Plat in accordance with Section 10.03.034, *Final Plats*, along with construction plans in accordance with Section 10.03.041, *Construction Plans*, may be submitted in lieu of a Preliminary Plat if a Development Agreement and appropriate surety are submitted along with the application, at the discretion of the Director of Engineering.

(c) **Accompanying Applications.**

(1) An application for a Preliminary Plat shall be accompanied by a Preliminary Drainage Plan, a Preliminary Utility Plan, and other plans deemed necessary for thorough review by the Director of Development Services or the Director of Engineering. However, approval of each shall be separate and in accordance with this Section 10.03.033, *Preliminary Plats* and with Section 10.03.041, *Construction Plans*.

(2) The applicant shall furnish as part of the Preliminary Plat submittal a current title commitment issued by a title insurance company authorized to do business in Texas, a title opinion letter from an attorney licensed to practice in Texas, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property that is the subject of the Preliminary Plat.

(3) Specific requirements for the plat exhibit may be found on the City of Celina Development Services webpage under *Plat Checklists*.

(d) **Review by Director of Development Services.** The Director of Development Services shall:

(1) Initiate review of the plat and materials submitted (including the required Preliminary Drainage Plan and Preliminary Utility Plan).

(2) Request written comments from other City departments, such as Engineering, Fire, Parks & Recreation, or other departments, as deemed necessary, which will be submitted to the applicant for compliance and revisions.

(3) Provide and make available the plat exhibit and reports to the Commission for review.

(4) Upon determination that the application is ready to be acted upon, schedule the Preliminary Plat for consideration on the agenda of the next available meeting of the Planning & Zoning Commission.

(e) **Action by Planning & Zoning Commission.** The Commission shall:

(1) Review the Preliminary Plat application, the findings and recommendation of the Director of Development Services, and any other information available. From all such information, the Commission shall determine whether the Preliminary Plat conforms to the regulations of this Subdivision Ordinance.

(2) Act within thirty (30) calendar days following the official filing date of the Preliminary Plat application. If no decision is rendered by the Commission within the thirty (30) day period, the Preliminary Plat, as submitted, shall be considered to be approved.

(3) Take one of the following actions:

i. Approve the Preliminary Plat;

ii. Approve the Preliminary Plat with conditions, which shall mean that the Preliminary Plat shall be considered to have been approved once such conditions are fulfilled; or

iii. Deny the Preliminary Plat.

(f) **Standards for Approval.** The following criteria shall be used by the Commission to determine whether the application for a Preliminary Plat shall be approved, approved with conditions, or denied:

(1) The Preliminary Plat is consistent with all zoning requirements for the property, including any applicable Planned Development zoning standards, and with any approved Development Agreement, if applicable;

(2) The proposed provision and configuration of public improvements including, but not limited to, roads, water, wastewater, storm drainage, park facilities, open spaces, habitat restoration, easements and rights-of-way are adequate to serve the development, meet applicable standards of this Subdivision Ordinance, and conform to the City's adopted master plans for those facilities;

(3) The Preliminary Plat is in accordance with the City's interlocal agreement with Denton or Collin County if the proposed development is located in whole or in part in the ETJ of the City;

(4) The Preliminary Plat has been duly reviewed and accepted as meeting the requirements of the Subdivision Ordinance by City staff;

(5) The Preliminary Plat conforms to design requirements and construction standards as set forth in the *Engineering Design Standards*;

(6) The Preliminary Plat is consistent with the *Comprehensive Plan*, except where application of the Plan may conflict with State law (e.g., land use in the ETJ); ~~and~~

(7) The proposed development represented on the Preliminary Plat does not endanger public health, safety or welfare; and

(8) The formal recommendation from Staff based upon the above criteria.~~.~~

(g) **Approval of Preliminary Plats**. The Planning & Zoning Commission is authorized to approve, approve with conditions, or disapprove Preliminary Plats. Preliminary Plats may be approved on the Consent Agenda.

(h) **Effect of Approval.** The approval of a Preliminary Plat shall allow the applicant to proceed with the next step in the development and platting process by submitting a Final Plat and Construction Plans, and later submit an application for a Building Permit. Approval of the Preliminary Plat shall be deemed general approval of the subdivision's layout only, and shall not constitute approval or acceptance of construction plans or the associated Final Plat.

(i) **Appeal of the Decision on a Preliminary Plat Application.**

(1) Initiation of an Appeal. The applicant may appeal the decision of the Commission by submitting a

written notice of appeal to the Director of Development Services within fourteen (14) calendar days following the date of the Commission's decision. A letter stating the reasons for the appeal, citing the specific applicable section(s) of the Subdivision Ordinance, shall be submitted by the applicant to the Director of Development Services.

(2) Council Decision. Once the formal appeal is made, staff will schedule the hearing to be heard by the City Council at the first scheduled public meeting that meets the published deadline of the City Secretary. The City Council may affirm, modify or reverse the decision of the Commission by simple majority vote. The decision of the City Council is final.

(j) **Expiration.**

(1) Two-Year Validity. The approval of a Preliminary Plat shall remain in effect for a period of two (2) years following the date of approval, during which period the applicant shall submit and receive approval for construction plans and a Final Plat for a portion or all of the land area shown on the Preliminary Plat. If construction plans and a Final Plat application have not been approved within the two (2)-year period, the Preliminary Plat shall automatically expire.

(2) Phased Developments. A Final Plat and construction plans must be approved within two (2) years of the approval of the Preliminary Plat. When a project is phased, the Preliminary Plat may be extended for a period of one (1) year, during which time a subsequent Final Plat and construction plans must be approved. Preliminary Plats may be extended automatically for a period of one (1) so long as substantial activity on the property continues.

(3) Relationship to Construction Plans. A Preliminary Plat shall remain valid for the period of time in which approved construction plans are valid.

(4) Action on Final Plat. Should a Final Plat application be submitted within the two (2)-year period, but not be acted upon by the Commission within the two (2)-year period, the Preliminary Plat shall expire unless an extension is granted as provided below in Section 10.03.033(k), *Extension*, and in Section 10.03.026, *Amendments and Expiration of Current Projects*.

(5) Void If Not Extended. If the Preliminary Plat is not extended as provided above, it shall expire and shall become null and void after a period of two (2) years of the date of approval.

(k) **Extension.** A Preliminary Plat may be extended for a period not to exceed one (1) year beyond the Preliminary Plat's expiration date. A request for extension shall be submitted to the Development Services Department in writing within sixty (60) calendar days following the expiration of the Preliminary Plat, and shall include reasons why the Preliminary Plat should be extended.

(1) Decision by the Director of Development Services.

i. The Director of Development Services will review the extension request and shall approve it, approve it with conditions, or deny the extension request within thirty (30) calendar days following the official filing date of the request.

ii. Should the Director of Development Services fail to act on an extension request within thirty (30) calendar days, the extension shall be deemed to be approved.

(2) Considerations. In considering an extension, the Director of Development Services shall consider whether the following conditions exist:

i. A Final Plat has been submitted and/or approved for any portion of the property shown on the Preliminary Plat;

ii. Construction plans have been submitted and/or approved for any portion of the property shown on the Preliminary Plat;

iii. Construction is occurring on the subject property;

iv. The Preliminary Plat complies with new ordinances that impact the health, safety and general welfare of the community; and/or

v. If there is a need for a park, school or other public facility or improvement on the property.

(3) Additional Conditions.

i. In granting an extension, the decision-maker may impose such conditions as are needed to ensure that the land will be developed in a timely fashion and that the public interest is served. Any extension may be predicated upon compliance with new development regulations and/or the applicant waiving any vested rights.

ii. All applicable City taxes shall be considered current prior to the consideration of any extension of the Preliminary Plat expiration date. Time extensions will not be considered for any property on which taxes are delinquent. Proof of payment shall be entered into the file.

(4) Appeal of Denial for Extension.

i. *Appeal of the Director's Decision.* The denial of an extension by the Director of Development Services may be appealed to the Commission. A written request for such appeal shall be received by Development Services Department within fourteen (14) calendar days following the denial. The Commission shall hear and consider such an appeal at the first scheduled public meeting that meets the published deadlines of the Development Services Department.

ii. *Appeal of the Commission's Decision.* The denial of an extension by the Commission may be appealed to the City Council. A written request for such appeal shall be received by the Director of Development Services within fourteen (14) calendar days following the denial. Once the formal appeal is made, staff will schedule the hearing to be heard by the City Council at the first scheduled public meeting that meets the published deadline of the City Secretary. The City Council may affirm, modify or reverse the decision of the Commission by simple majority vote. The decision of the City Council is final.

(l) **Amendments to Preliminary Plat Following Approval.**

(1) Minor Amendments. Minor amendments to the design of the subdivision subject to an approved Preliminary Plat may be incorporated in an application for approval of the associated Final Plat without the necessity of submitting a new application for reconsideration of a Preliminary Plat. Minor amendments include, but are not limited to, minor adjustments in street or alley alignments, street lengths and paving details, and minor adjustments to lot lines that do not result in creation of additional lots or any non-conforming lots (that do not comply with Zoning standards), provided that such amendments are consistent with the intent of the previously approved application.

(2) Major Amendments. All other proposed changes to the design of the subdivision subject to an approved Preliminary Plat shall be deemed major amendments that require submittal and approval of a new application for approval of a Preliminary Plat (including new fees, new reviews, new official filing date, etc.) before approval of construction plans and/or a Final Plat.

(3) Determination. The Director of Development Services shall make a determination of whether proposed amendments are deemed to be minor or major, thereby requiring new submittal of a Preliminary Plat.

Sec. 10.03.034..... FINAL PLATS.

(a) **Purpose.** The purpose of a Final Plat is to ensure that the proposed subdivision and development of the land is consistent with all standards of this Subdivision Ordinance pertaining to the adequacy of public facilities, that public improvements to serve the subdivision or development have been installed and accepted by the City or that provision for such installation has been made, that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded. The Director of Engineering may allow the grading and flatwork on the subject property following the approval of a Final Plat ~~by the Planning & Zoning Commission~~.

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(b) **Exceptions.** A Final Plat is not required when a Minor Plat is sufficient (refer to Section 10.03.035, *Minor Plats*).

(c) **Ownership.**

(1) The applicant shall furnish to the City a current title document issued by a title insurance company authorized to do business in Texas, a title opinion letter from an attorney licensed to practice in Texas, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the Final Plat.

(2) The Final Plat application shall be signed by each owner, or by the representative of the owners authorized to sign legal documents for the owners, effectively denoting that they are consenting to the platting of the property and to the dedications and covenants that may be contained in the Final Plat. Such consent shall be subject to review and approval by the City Attorney, and the applicant shall reimburse the City for all related legal costs for review. This reimbursement shall be paid in full prior to filing of the Final Plat.

(d) **Complete Applications for Final Plats in the Extraterritorial Jurisdiction (ETJ).** Where the land to be platted lies within the ETJ of the City, pursuant to the existing or amended interlocal agreement with Denton or Collin County under State law, a complete application shall be submitted to the City.

(e) **Accompanying Applications.** An application for a Final Plat may be accompanied by construction plans if also accompanied by a Development Agreement and appropriate surety in accordance with Section 10.03.044, *Development Agreements*. However, approval of each shall be separate and in accordance with this section for Final Plats and with Section 10.03.041, *Construction Plans*.

(f) **Previously~~ior~~ Approved ~~Conveyance Plat or~~ Preliminary Plat or Concept Plan.** The Final Plat and all accompanying data shall conform to the associated ~~Conveyance Plat or~~ Preliminary Plat as approved by the Commission, or as the initial plats may have been amended subsequently incorporating all conditions imposed or required by the Commission, or per any previously approved Concept Plan in an associated Development Agreement or Planned Development district.

(g) **Review by Director of Development Services.** The Director of Development Services shall:

(1) Initiate review of the plat and materials submitted.

(2) Determine that the Final Plat substantially conforms to the associated ~~Conveyance Plat or~~ Preliminary Plat or other comparable Concept Plan.

(3) Determine that the Final Plat conforms to the Zoning Ordinance and other applicable regulations.

(4) Request written comments from other City departments, such as Engineering, Fire, and Parks & Recreation, as deemed necessary.

(5) ~~Make available plats and reports to the Commission for review.~~

~~(6) Upon determination that the application is ready to be acted upon, schedule the Final Plat for consideration on the agenda of the next available meeting of the Commission.~~

~~(7)~~(6) A Final Plat may not be used to nullify any of the conditions, covenants and restrictions (CCRs) of any governing association, such as a HOA.

(h) **Action by ~~Planning & Zoning Commission~~Staff.** ~~The Commission~~Staff shall:

(1) Review the Final Plat application, the findings and recommendation of ~~the Director of Development Services~~other departments, and any other information provided. From this information, ~~the Commission~~Staff shall determine whether the Final Plat conforms to the regulations of this Subdivision Ordinance.

(2) Act within thirty (30) calendar days following the official acceptance date of Final Plat. If no decision is rendered by the ~~Commission~~ City within the thirty (30) day period, the Final Plat, as submitted, shall be deemed to be approved.

(3) Take one of the following actions:

i. Approve the Final Plat;

ii. Approve the Final Plat with conditions, which shall mean that the Final Plat shall be considered to have been approved once such conditions are fulfilled; or

iii. Deny the Final Plat.

(i) **Standards for Approval.** The following criteria shall be used by ~~the Commission~~Staff to determine whether the application for a Final Plat shall be approved, approved with conditions, or denied:

(1) Prior Approved ~~Conveyance or~~ Preliminary Plat or Concept Plan.

i. The Final Plat conforms to the associated, approved ~~Conveyance Plat or~~ Preliminary Plat except for minor amendments that are authorized under Section 107.04.03(k), *Amendments to Preliminary Plats Following Approval*, and that may be approved without the necessity of revising the approved associated plat;

ii. All conditions imposed at the time of approval of the ~~Conveyance Plat or~~ Preliminary Plat, as applicable, have been satisfied;

iii. The construction plans conform to the requirements of Section 10.03.041, *Construction Plans*, and have been approved by the Director of Engineering;

iv. Where public improvements have been installed, the improvements conform to the approved construction plans and have been approved for acceptance by the Director of Engineering;

v. Where the Director of Engineering has authorized public improvements to be deferred, a Development Agreement has been executed and submitted by the property owner in conformity with Section 10.03.044, *Development Agreements*;

vi. The final layout of the subdivision or development meets all standards for adequacy of public facilities contained in this Ordinance;

vii. The Final Plat meets all applicable County standards to be applied under an interlocal agreement between the City and Denton or Collin County under State law, where the proposed development is located in whole or in part in the ETJ of the City and in the County;

viii. The plat conforms to design requirements and construction standards as set forth in the *Engineering Design Standards*; and

ix. The plat includes all information in the Development Services' subdivision application checklists.

~~ix.~~x. City Staff may approve final plat applications, even if dedicating new streets, so long as there is a previously approved preliminary plat or concept plan.

(2) Final Plat Approval with No Prior Approved ~~Conveyance Plat or~~ Preliminary Plat or Concept Plan. A Final Plat may be approved without prior approval of a ~~Conveyance Plat or a~~ Preliminary Plat when the following conditions are met:

i. The construction plans conform to the requirements of Section 10.03.041, *Construction Plans*, and have been approved by the Director of Engineering;

ii. A Development Agreement or surety for installation of public improvements has been prepared and executed by the property owner in conformance with Section 10.03.044, *Development Agreements*;

iii. The final layout of the subdivision or development meets all standards for adequacy of public facilities contained in this Ordinance;

iv. The Final Plat meets all applicable County standards to be applied under an interlocal agreement between the City and Denton or Collin County under State law, where the proposed development is located in whole or in part in the ETJ of the City and in the applicable County; and

v. The Final Plat conforms to the Development Services application checklist.

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

~~v.~~vi. If new streets are being dedicated by the subdivision, then the final plat must be approved by the Planning & Zoning Commission (on the Consent Agenda).

(j) **Approval of Final Plats**. ~~The Planning & Zoning Commission~~Staff is authorized to approve, approve with conditions, or disapprove Final Plats. Upon approval, a certificate stating that the Final Plat has been reviewed and approved ~~by the Planning & Zoning Commission~~ shall be provided to the applicant, as required by State law.

(k) **Procedures for Recordation of Final Plat Documents upon Approval.** The applicant shall supply to Development Services Department the required number of signed and executed copies of the Final Plat documents (whether Mylar or paper originals, as required by both the City and Denton or Collin County) that will be needed to file the Plat, upon approval, with Denton or Collin County. No copies of the exhibits will be accepted.

(1) General.

i. *Signatures.* After approval of the Final Plat, the Director of Development Services shall procure the appropriate City signatures on the Final Plat.

ii. *County Requirements.* It is the responsibility of the applicant to comply with the platting requirements of Denton or Collin County.

iii. *Recording Upon Acceptance of Public Improvements.* The Final Plat shall be recorded after:

a. The Final Plat is approved by the City;

b. All required public improvements have been completed and accepted by the City (or a Development Agreement has been executed and appropriate surety provided in accordance with Section 10.03.044, *Development Agreements*;

c. All Denton or Collin County filing requirements are met.

(2) Submittal of Final Plat Documents for Filing When Improvements Installed. When all required public improvements have been installed prior to recording of the Final Plat, the applicant shall meet all requirements in accordance with Section 10.03.045, *Inspection, Maintenance and Acceptance of Public Improvements*.

(3) Submittal of Final Plat Documents for Filing When Improvements Have Not Been Installed. When some of or all required public improvements are not yet completed in connection with an approved Final Plat, the applicant shall submit the Final Plat documents for filing ~~as approved by the Commission~~, revised to reflect any conditions imposed by ~~the Commission~~Staff as part of approval.

(4) Update of Proof of Ownership. If there has been any change in ownership since the time of the Proof of Ownership provided under Section 10.03.044(c), *Ownership*, the applicant shall submit a new consent agreement executed by each owner consenting to the platting of the property and the dedications and covenants contained in the plat. The title commitment or title opinion letter and consent agreement shall be subject to review and approval by the City Attorney, and the applicant shall reimburse the City for all related legal costs for review. This reimbursement shall be paid in full prior to filing of the Final Plat.

(l) **Effect of Approval.** The approval and filing of a Final Plat:

(1) Supersedes any prior approved ~~Conveyance Plat or~~ Preliminary Plat for the lots final platted.

(2) Authorizes the applicant to install any improvements in public rights-of-way in conformance with approved construction plans and under a Development Agreement (refer to Section 10.03.044, *Development Agreements*), if applicable.

(3) Authorizes the applicant to seek Construction Release (refer to Section 10.03.041(i), *Construction Release*) and/or issuance of a Building Permit for vertical construction.

(m) **Appeal of Decision of Final Plat Application.** Appeal of a decision on a Final Plat application shall be

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

brought to the ~~City Council~~Planning & Zoning Commission, whose~~. Council's~~ decision shall be final.

(n) **Revisions Following Recording/Recordation.** Revisions may only be processed and approved as a Replat or Amending Plat, as applicable.

Sec. 10.03.035..... MINOR PLATS.

(a) **Purpose.** The purpose of a Minor Plat is to simplify divisions of land under certain circumstances as outlined in State law.

(b) **Applicability.** An application for approval of a Minor Plat may be filed only in accordance with State law, when all of the following circumstances apply:

(1) The proposed division results in four (4) or fewer lots;

(2) All lots in the proposed subdivision front onto an existing public street and the construction or extension of a street or alley is not required to meet the requirements of this Subdivision Ordinance; and

(3) Except for right-of-way widening and easements, the plat does not require the extension of any municipal facilities to serve any lot within the subdivision.

(c) **Application Requirements.** The requirements for the submittal of a Minor Plat shall be the same as the requirements for a Final Plat, as outlined in Section 10.03.034, *Final Plats*.

(d) **Review by Director of Development Services.** The Director of Development Services shall:

(1) Initiate review of the plat and materials submitted.

(2) Request written comments from other City departments, such as Engineering, Public Works, Fire Department, and Parks & Recreation, if deemed necessary.

(e) **Action by Director of Development Services.** The Director of Development Services shall:

(1) Determine whether the Minor Plat meets the regulations of this Subdivision Ordinance.

(2) Act within thirty (30) calendar days following the official filing date of a completed application for a Minor Plat. If no decision is rendered by the Director of Development Services, or if the Director has not deferred the application to the Planning & Zoning Commission for decision, within the thirty (30) day period, the Minor Plat, as submitted, shall be deemed to be approved.

(3) The Director of Development Services is authorized to make one of the following actions:

i. Approve the Minor Plat;

ii. Approve the Minor Plat with conditions, which shall mean that the Minor Plat shall be considered to have been approved once such conditions are fulfilled; or

iii. Defer the Minor Plat to the Commission for consideration prior to expiration of the required 30-day approval period.

(f) **Standards for Approval.** The following criteria shall be used by the Director of Development Services to determine whether the application for a Minor Plat shall be approved, approved with conditions, or denied:

(1) The Minor Plat is consistent with all zoning requirements for the property (if applicable), any approved Development Agreement (if applicable), and all other requirements of this Subdivision Ordinance that apply to the plat;

(2) All lots to be created by the plat already are adequately served by an improved public street access and by all required City utilities and services and by alleys, if applicable;

(3) The ownership, maintenance and allowed uses of all designated easements have been stated on the Minor Plat; and

(4) Except for right-of-way widening and easements, the plat does not require the extension of any

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

municipal facilities to serve any lot within the subdivision.

(g) **Approval of Minor Plats**. The Director of Development Services is authorized to approve, approve with conditions, or disapprove Minor Plats. However, the Director of Development Services may defer the decision of any Minor Plat for any reason to the Planning & Zoning Commission. Upon approval, a certificate stating that the Minor Plat has been reviewed and approved by the either the Director of Development Services or the Planning & Zoning Commission shall be provided to the applicant, as required by State law.

(h) **Procedures for Recordation Following Approval.** The procedures for recordation of a Minor Plat shall be the same as the procedures for recordation of a Final Plat, as outlined in Section 10.03.034(j), *Procedures for Recordation of Final Plat Documents upon Approval*.

(i) **Appeal of Decision on Minor Plat Application.**

(1) Commission Decision. If the Director of Development Services defers the Minor Plat application to the Planning & Zoning Commission, the Commission shall consider the application at a regular meeting no later than thirty (30) calendar days after the date on which the Director of Development Services deferred the application to the Commission. The Commission shall, upon simple majority vote, take one of the following actions:

i. Approve the Minor Plat;

ii. Approve the Minor Plat with conditions, which shall mean that the Minor Plat shall be considered to have been approved once such conditions are fulfilled; or

iii. Deny the Minor Plat.

(2) Appeal. The decision of the Commission may be appealed to the City Council in accordance with the procedures for an appeal on a Final Plat decision. Once the formal appeal is made, staff will schedule the hearing to be heard by the City Council at the first scheduled public meeting that meets the published deadline of the City Secretary. The City Council may affirm, modify or reverse the decision of the Commission by simple majority vote. The decision of the City Council is final.

(j) **Revisions Following Approval.** Revisions submitted by the applicant following initial approval may only be processed and approved as a Replat or Amending Plat, as applicable.

Sec. 10.03.036..... REPLATS.

(a) **Applicability and Terminology.**

(1) The procedures outlined in this section and in subsequent Sections 10.03.037, *Residential Replats*, and 10.03.038, *Amending Plats*, shall apply only if a property owner seeks to change any portion of a plat that has been filed for record with Denton or Collin County.

(2) The term "Replat" includes changes to a recorded Final Plat, whether the change is effected by replatting without vacation or replatting by vacating the recorded plat (Section 10.03.039, *Plat Vacation*) and approving a new application.

(b) **City Action Required.** Unless otherwise specified, any change to a recorded plat shall be subject to approval by the Planning & Zoning Commission.

(c) **Construction Management.** If the subdivision, as replatted, requires construction of additional public improvements, the provisions of the Development Agreement between the City and the developer shall apply (see Section 10.03.044, *Development Agreements*). If the subdivision as replatted does not require any appreciable alteration or improvement of utility installations, streets, alleys, building setback lines, etc., then no additional construction plans shall be required.

(d) **Application and Approval Procedures.** Unless otherwise specified, application and all related procedures

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

and approvals, including recordation, for a Replat shall be the same as specified for a Final Plat.

(e) **Partial Replat Application.** If a Replat is submitted for only a portion of a previously platted subdivision, the Replat must reference the previous subdivision name and recording information, and must state on the Replat the specific lots that are being changed along with a detailed "Purpose for Replat" statement.

(f) **Replats Requiring a Variance or Exception**. Replats requiring a Variance or Exception must be considered as a public hearing item. In these cases, notification in the official newspaper of the City a minimum of fifteen (15) days prior to the public hearing is required. In addition, written notices of the proposed residential replat requiring a Variance or Exception shall be mailed to all property owners located within 200 feet of the subject property a minimum of fifteen (15) days prior to the public hearing. Notice of the public hearing shall also be posted with the agenda at the City Hall and on the City's website within the prescribed time limits, as required by State law.

(g) **Special Requirements for Residential Replats.** State law offers an option for notification for residential replats. Cities may opt to notify residents in one of the following manners:

(1) Written notices of the proposed residential replat shall be mailed to all property owners located within 200 feet of the subject property a minimum of fifteen (15) days prior to the public hearing. In addition, a notice shall be published in the official newspaper of the City a minimum of fifteen (15) days prior to the public hearing; OR

(2) As a courtesy to the neighboring property owners, written notices of the approved residential replat shall be mailed to all property owners located within 200 feet of the subject property a ~~minimum~~ maximum of fifteen (15) days following the decision by the Planning & Zoning Commission. In this case, no public hearing is required and the plat may be considered on the Consent Agenda.

(h) **Special Requirements for Non-Residential Replats**. Non-residential replats do not require noticing by newspaper or to adjacent property owners. However, a public hearing shall be held on any non-residential replat that requires a Variance or Exception.

(i) **Approval of Replats**. The Planning & Zoning Commission is authorized to approve, approve with conditions, or disapprove Replats. Upon approval, a certificate stating that the Replat has been reviewed and approved by the Planning & Zoning Commission shall be provided to the applicant, as required by State law.

(j) **Effect of Approval.** Upon approval and recording of the Replat, it is controlling over the previously recorded plat for the portion replatted.

Sec. 10.03.037..... AMENDING PLATS.

(a) **Purpose.** The purpose of an Amending Plat shall be to provide an expeditious means of making minor revisions to a recorded plat consistent within the provisions of State law.

(b) **Applicability.** The procedures for an Amending Plat shall apply only if the sole purpose of the Amending Plat is to achieve one or more of the following:

(1) To correct an error in a course or distance shown on the preceding plat;

(2) To add a course or distance that was omitted on the preceding plat;

(3) To correct an error in a real property description shown on the preceding plat;

(4) To indicate monuments set after the death, disability or retirement from practice of the engineer or surveyor responsible for setting monuments;

(5) To show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;

(6) To correct any other type of scrivener or clerical error or omission previously approved by the

municipal authority responsible for approving plats, including lot numbers, acreage, street names, and identification of adjacent recorded plats;

(7) To correct an error in courses and distances of lot lines between two (2) adjacent lots if:
   i. Both lot owners join in the application for amending the plat;
   ii. Neither lot is abolished;
   iii. The amendment does not attempt to remove recorded covenants or restrictions; and
   iv. The amendment does not have a material adverse effect on the property rights of any of the owners in the plat;

(8) To relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;

(9) To relocate one (1) or more lot lines between one (1) or more adjacent lots if:
   i. The owners of all those lots join in the application for amending the plat;
   ii. The amendment does not attempt to remove recorded covenants or restrictions; and
   iii. The amendment does not increase the number of lots;

(10) To make necessary changes to the preceding plat to create six (6) or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:
   i. The changes do not affect applicable zoning and other regulations of the municipality;
   ii. The changes do not attempt to amend or remove any covenants or restrictions; and
   iii. The area covered by the changes is located in an area that the Commission or other appropriate governing body of the municipality has approved, after a public hearing, as a residential improvement area; or

(11) To replat one (1) or more lots fronting on an existing street if:
   i. The owners of all those lots join in the application for amending the plat;
   ii. The amendment does not attempt to remove recorded covenants or restrictions;
   iii. The amendment does not increase the number of lots; and
   iv. The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.

(c) **Certificates of Correction.** Certificates of Correction are prohibited.

(d) **Notice.** In accordance with State law, the approval and issuance of an Amending Plat shall not require notice, hearing or approval of adjacent lot owners.

(e) **Review by Director of Development Services.** The Director of Development Services shall:
   (1) Initiate review of the plat and materials submitted.
   (2) Request written comments from other City departments, such as Engineering, Public Works, Fire Department, and Parks & Recreation, if deemed necessary.

(f) **Action by Director of Development Services.** The Director of Development Services shall:
   (1) Determine whether the Amending Plat meets the regulations of this Subdivision Ordinance.
   (2) The Director of Development Services is authorized to take one of the following actions:
      i. Approve the Amending Plat;
      ii. Approve the Amending Plat with conditions, which shall mean that the Amending Plat shall be considered to have been approved once such conditions are fulfilled; or
      iii. Defer the Amending Plat to the Commission for consideration prior to expiration of the required 30-day approval period.

(g) **Approval of Amending Plats**. The Director of Development Services is authorized to approve, approve with conditions, or disapprove Amending Plats. However, the Director of Development Services may defer the decision of any Amending Plat for any reason to the Planning & Zoning Commission.

(h) **Procedures for Recordation Following Approval.** The procedures for recordation of an Amending Plat shall be the same as the procedures for recordation of a Final Plat.

(i) **Effect of Approval.** Upon approval, an Amending Plat shall be recorded and is controlling over the previously recorded plat without vacation of that plat. Upon approval, a certificate stating that the Amending Plat has been reviewed and approved by either the Director of Development Services or the Planning & Zoning Commission shall be provided to the applicant, as required by State law.

(j) **Appeal of Decision on Amending Plat Application.**

(1) Commission Decision. If the Director of Development Services defers the Amending Plat application to the Planning & Zoning Commission, the Commission shall consider the application at a regular meeting no later than thirty (30) calendar days after the date on which the Director of Development Services deferred the application to the Commission. The Commission shall, upon simple majority vote, take one of the following actions:

i. Approve the Amending Plat;

ii. Approve the Amending Plat with conditions, which shall mean that the Amending Plat shall be considered to have been approved once such conditions are fulfilled; or

iii. Deny the Amending Plat.

(2) Appeal. The decision of the Commission may be appealed to the City Council in accordance with the procedures for an appeal on a Final Plat decision. The City Council decision is final.

Sec. 10.03.038 ..... PLAT VACATION.

(a) **Purpose.** The purpose of a Plat Vacation is to provide an expeditious means of nullifying a recorded plat in its entirety, consistent with provisions of State law.

(b) **Initiation of a Plat Vacation.**

(1) By Property Owner. The property owner of the tract covered by a plat may submit an application to vacate the plat at any time before any lot in the plat is sold.

(2) By All Lot Owners. If lots in the plat have been sold, an application to vacate the plat must be submitted by all the owners of lots in the plat.

(3) City Initiation. If the Planning & Zoning Commission, on its own motion, determines that the plat should be vacated in the interest of and to protect the public's health, safety and welfare; and:

i. No lots within the approved plat have been sold within five (5) years following the date that the Final Plat was approved by the City; or

ii. The property owner has breached a Development Agreement, and the City does not appropriate funds with which to complete construction of public improvements, except that the vacation shall apply only to lots owned by the property owner or its successor; or

iii. The plat has been recorded in Denton or Collin County for more than five (5) years, and the Planning & Zoning Commission determines that the further sale of lots within the subdivision or addition presents a threat to public health, safety and welfare, except that the vacation shall apply only to lots owned by the property owner or its successors.

(c) **Notice**. Published notice of the public hearing on the Plat Vacation application shall be given in accordance with State law. The hearing shall be conducted by the Planning & Zoning Commission.

(d) **Review by Director of Development Services**. The Director of Development Services shall:

(1) Initiate review of the Plat Vacation application and materials submitted.

(2) Request written comments from other City departments, such as Engineering, Public Works, Fire Department, and Parks & Recreation, if deemed necessary.

(e) **Action by the Planning & Zoning Commission**. The Planning & Zoning Commission shall:

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(1) Review the Plat Vacation application, the findings and recommendation of the Director of Development Services, and any other information provided. From all such information, the Planning & Zoning Commission shall conduct a public hearing and make a finding as to whether or not the plat should be vacated. The Planning & Zoning Commission decision on a Plat Vacation shall be final.

(2) Take one of the following actions:

i. Approve the Plat Vacation;

ii. Approve the Plat Vacation with conditions, which shall mean that the Plat Vacation shall be considered to have been approved once such conditions are fulfilled; or

iii. Deny the Plat Vacation.

(f) **Approval of Plat Vacations**. The Planning & Zoning Commission is authorized to approve, approve with conditions, or disapprove Plat Vacations. Upon approval, a certificate stating that the plat vacation has been reviewed and approved by the Planning & Zoning Commission shall be provided to the applicant, as required by State law.

(g) **Procedures for Recordation Following Approval.** If the Planning & Zoning Commission adopts a resolution vacating a plat in whole, it shall record a copy of the resolution in the Denton or Collin County Clerk's Office. If the Planning & Zoning Commission adopts a resolution vacating a plat in part, it shall cause a revised Final Plat to be recorded along with the resolution which shows that portion of the original plat that has been vacated and that portion that has not been vacated.

(h) **Effect of Approval.**

(1) On the execution and recording of the vacating instrument, the previously filed plat shall have no effect. Regardless of the Planning & Zoning Commission's action on the petition, the property owner(s) or developer will have no right to a refund of any monies, fees or charges paid to the City nor to the return of any property or consideration dedicated or delivered to the City except as may have previously been agreed to by the Planning & Zoning Commission.

(2) The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.

(3) The Planning & Zoning Commission, at its discretion, shall have the right to retain all or specific portions of road rights-of-way or easements shown on the plat being considered for vacation. However, the Planning & Zoning Commission shall consider plat vacation upon satisfactory conveyance of easements and/or rights-of-way in a separate legal document using forms provided by the City Attorney's office.

(4) Once a plat is duly vacated, according to the regulations above, the property lines of the adjacent properties shall extend to the centerline of the plat, unless specific arrangements between or among the adjacent property owners has been agreed upon.

Sec. 10.03.039 ..... RIGHT-OF-WAY VACATION.

(a) **Purpose.** From time to time, as the City's vehicular circulation needs and traffic patterns change, rights-of-way previously dedicated to, or acquired by, the City for public travel may no longer be necessary. Therefore, in accordance with the Texas Transportation Code § 311.007, the City may choose to vacate, abandon, or close a street or alley on its own accord or upon receipt of a petition of property owners adjacent to, abutting or directly served by the right-of-way sought to be closed and/or abandoned.

(b) **Notice.** Prior to the vacation of a public street or alley right-of-way, a public hearing shall be held by the City Council. Written notices of the proposed right-of-way vacation shall be mailed to all property owners immediately adjacent to ~~located within 200 feet of~~ the subject property a minimum of ten (10) days prior

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

to the public hearing. In addition, a notice shall be published in the official newspaper of the City a minimum of fifteen (15) days prior to the public hearing.

(c) **Review by Director of Development Services**. The Director of Development Services shall:
   (1) Initiate review of the right-of-way vacation application and materials submitted.
   (2) Request written comments from other City departments, such as Engineering, Public Works, Fire Department, and Parks & Recreation, if deemed necessary.
   (3) The Director shall consider issues of utility placement, traffic access, and the number of property owners in favor or against the request.

(d) **Retention of Easements.** The applicant for a right-of-way vacation or alley abandonment shall verify with the appropriate entity that the right-of-way to be vacated is free of all public and private utilities including, but not limited to water, sanitary sewer, storm sewer, electricity, gas, and franchise utilities. If public or private utilities are present within the right-of-way, a utility easement of an appropriate size and location, as determined by the Director of Engineering, will be retained. A drainage easement may also be retained, as determined by the Director of Engineering.

(e) **Action by the City Council**. If the City Council chooses to vacate or abandon a right-of-way, an ordinance shall be adopted and said ordinance shall be filed for record with the county clerk. A metes & bounds description or a visual depiction or exhibit showing the location and limits of the vacated right-of-way shall be attached to the ordinance.

(f) **Effect of Approval.**
   (1) The City Council, at its discretion, shall have the right to retain all or specific portions of right-of-way or easements being considered for vacation or abandonment.
   (2) Once a right-of-way is duly vacated, according to the regulations above, the property lines of the adjacent properties shall extend to the centerline of the right-of-way.
   (3) Zoning of the adjacent property shall also automatically extend to the centerline of the right-of-way.

ARTICLE 10.03.040 .....CONSTRUCTION PLANS & PROCEDURES

Sec. 10.03.041..... CONSTRUCTION PLANS.

(a) **Purpose.** This construction plan section which includes design criteria and standards for the City of Celina is intended primarily for use by the developer's engineer. These criteria and standards should enable the engineer to design the required community facilities in a manner acceptable to the City. There may be special circumstances which would call for requirements in excess of those outlined. In most cases, additional requirements will be apparent to the developer's engineer while preparing the plans for the subdivision or during conferences/discussions with the City staff.

(b) **Submitting Plans.** Plans shall be submitted in accordance with the policies of the Engineering Department. A checklist of necessary items and exhibits to be included in the construction plans is available online on the Development Services webpage. Incomplete plans will not be accepted and such plans shall be returned to the applicant.

(c) **Responsible Official and Decision.** The Director of Engineering shall be the responsible official for review and approval of construction plans. The Director of Engineering shall also be the initial decision-maker for construction plans. In this capacity, therefore, the Director of Engineering shall approve, approve subject to modifications, or deny the construction plans.

(d) **Approval Required & Timing of Construction.** Construction plans must be approved in accordance with this section prior to the approval and/or recordation of the Final Plat, unless otherwise stated within the Subdivision Ordinance or a Development Agreement.

(e) **Criteria for Approval.** The Director of Engineering shall approve construction plans if:

(1) Compliance Required. Prior to the Commission's approval of the Final Plat, the subdivider shall comply or provide for compliance with the policies and procedures set forth in these regulations and the *Engineering Design Standards* for construction of street improvements and utilities. No building, sewer, electrical or plumbing permit shall be issued by the City as to any property in the subdivision until:

i. The plans are consistent with the approved Preliminary Plat or the proposed Final Plat;

ii. The plans conform to the subject property's zoning and planned development standards, if applicable, and to the standards for adequate public facilities, contained in this Subdivision Ordinance, and all other applicable Code of Ordinances.

iii. The working drawings, specifications and agreements required herein have been reviewed and approved by the affected City departments and, as required, by the City Attorney.

(2) Engineering Design Standards. The *Engineering Design Standards* are hereby adopted by reference and made a part of these regulations, design criteria, and standards which shall be controlling in design, construction and installation of street paving, curbs and gutters, sidewalks, utilities and other public improvements required herein. All references to *Engineering Design Standards* shall mean and include those standards and specifications, together with all exhibits, charts, drawings and diagrams appertaining thereto, which have been approved by the Director of Engineering, adopted by the City Council, and placed on file in the office of the City Secretary and displayed on the Engineering webpage.

(3) Conformance to NCTCOG Standards. When the *Engineering Design Standards* lack the specificity required in certain circumstances, the specifications of the latest edition of the Standard Specifications for Public Works Construction, published by the North Central Texas Council of Governments shall apply.

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(4) Installation and Financing. The subdivider shall arrange with the City and with utility companies franchised to serve the area in which the subdivision is located for the construction costs of streets and alleys, utility lines and other public improvements. The subdivider shall also arrange for the sequence of work so that underground utilities shall be installed in those portions of streets intended for vehicular traffic before such streets shall be surfaced. If the several improvements required herein have not been installed or constructed prior to submission of the Final Plat, then the Final Plat shall bear a restriction that no lot shall be occupied and that no municipal services shall be extended thereto until the specified utilities and improvements have been constructed as required.

(f) **Effect.** Approval of construction plans authorizes the applicant to schedule a Pre-Construction Meeting in accordance with Section 10.03.042, *Pre-Construction Meeting*, and apply for Construction Release in accordance with Section 10.03.041(i), *Construction Release*.

(g) **Expiration.** The approval of construction plans shall remain in effect for a period of one (1) year from the date of approval, or for the duration of construction of the project, provided that progress toward completion of the project continues to be demonstrated, unless the plans are extended in accordance with Section 10.03.041(h), *Extension of Expiration Date*.

(h) **Extension of Expiration Date.** Construction plans may be extended for a period of six (6) additional months beyond the expiration date. A request must be made in writing to the Director of Engineering for such extension prior to expiration of the plans, and shall include reasons why the plans should be extended.

(1) Decision by the Director of Engineering.

i. The Director of Engineering will review the extension request, and shall approve, approve with conditions, or deny the extension request within thirty (30) calendar days following the date the request for extension is received.

ii. Should the Director of Engineering fail to act on an extension request within thirty (30) calendar days, the extension shall be deemed to be approved.

(2) Consideration. The Director of Engineering shall extend construction plans approval for a period of six (6) additional months beyond the plans' expiration date if all of the following conditions are met:

i. The Final Plat has been submitted, approved or filed of record for any portion of the property shown on the construction plans;

ii. The construction plans comply with new ordinances that impact the health, safety and general welfare of the community;

iii. Demonstrable forward progress has been made to proceed with construction or required improvements; and

iv. A Development Agreement (Section 10.03.044, *Development Agreements*), if applicable, is still valid and in full effect.

(3) Conditions. In granting an extension, the Director of Engineering may impose such conditions as are needed to ensure that the land will be developed in a timely manner and that the public interest is served. Any extension may be predicated upon compliance with new development regulations and/or the applicant waiving any vested rights.

(4) Additional Extension. A second, six (6) month extension may be requested using the same process outlined above.

(i) **Construction Release.** Upon approval of the Preliminary Plat and the construction plans, receipt of all documentation (e.g., insurance information, bonds, etc.), receipt of required fees, and park land dedication, if applicable, and after the Pre-Construction Meeting with City staff, the Director of

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

Engineering may release the plans for construction if all City requirements pertaining to construction have been met. The Construction Release shall remain in effect for a period of one (1) year from the date of issuance, or for the duration of construction of the project, provided that progress toward completion of the project continues to be demonstrated. Expiration, and possible extension, of the Construction Release shall be the same as for the construction plans.

Sec. 10.03.042..... PRE-CONSTRUCTION MEETING.

(a) **Purpose.** The purpose of the Pre-Construction Meeting is to discuss administrative, communication, and operating procedures for the project prior to the onset of construction. A list of typical inspection items, procedures and acceptance criteria for items in public right-of-way and easements will also be furnished to the applicant prior to the meeting.

(b) **Notice.** The applicant shall receive written notice from the Director of Engineering that construction plans have been approved and that the project is eligible for a Pre-Construction Meeting.

(c) **Required Attendance.** The applicant, along with key construction managers, must attend a Pre-Construction Meeting with the Director of Engineering or his designee and other appropriate City officials following the approval of construction plans, the approval of the Final Plat, and prior to commencement of any construction on the property.

(d) **Effect.** Following the Pre-Construction Meeting and upon approval of the construction plans and full compliance with all pre-construction requirements, the Director of Engineering shall authorize Construction Release, allowing the applicant to commence with construction of the project. The applicant may also be issued a Building Permit, if appropriate, provided that a Building Permit application has been submitted and approved and all other Building Permit requirements have also been met.

(e) **Fees Due.** Fees for the Development application and any associated permits are due prior to the Pre-Construction Meeting. These include, but are not limited to, Roadway and Utility Impact Fees and Park Land Dedication Fees-in-lieu of Land.

Sec. 10.03.043..... TIMING OF PUBLIC IMPROVEMENTS.

(a) **Completion Prior to Final Plat Recordation.** Completion of all required public improvements, in accordance with the approved Final Plat and the approved construction plans, shall occur prior to Final Plat recordation with Denton or Collin County. Final Plat exhibits will not be accepted for filing with the County prior to completion of such improvements except as provided below.

(b) **Completion after Final Plat Recordation.** The Director of Engineering, upon written request by the applicant, may allow construction of public improvements after Final Plat recordation. Such postponement shall be conditioned on execution of a Development Agreement and provision of security. It shall be at the Director of Engineering's discretion to determine whether postponing construction of public improvements until after Final Plat recordation is appropriate, and therefore, whether financial guarantee is acceptable through a Development Agreement.

(c) **Deferral of Obligation.** The Director of Engineering may defer the developer's obligation to dedicate rights-of-way or easements for, or to construct, public improvements to serve a new development upon execution of a Development Agreement and upon provision of adequate security.

(d) **Phased Development.** If the development is being platted and constructed in phases, improvements shall be completed as platted areas are approved and phases are constructed. Also refer to Section 10.03.033(k), *Expiration*, for details regarding phased development and Preliminary Plat validity.

(e) **Easements for Utility Providers.** The applicant is responsible for contacting all utility providers prior to

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

beginning construction, and for securing all necessary easements for same prior to Final Plat approval and recordation. The applicant's engineer shall provide the Director of Engineering with written certification that all necessary easements are secured for the various utility providers, and such easements shall be shown on the Final Plat with the recording information for each (if previously platted) or established through the recordation of the Final Plat.

(f) **Off-Site Easements.** All necessary off-site easements required for installation of required off-site public improvements to serve the development shall be acquired by the applicant prior to the Pre-Construction Meeting, or prior to approval and recordation of the Final Plat, whichever occurs first. Off-site easements shall be conveyed and recorded in Denton or Collin County by filing the off-site easement in a Conveyance Plat prior to filing the Final Plat. At the discretion of the Director of Engineering, a Separate Instrument may be used for the purposes of recording off-site easements. If the property on which the off-site easement is required has been platted prior to the granting of the easement, a replat is required to dedicate the easement.

(g) **Oversized Facilities.** When the City sees fit to request that the developer upsize any required infrastructure for the use of future development within the City, the difference in cost of the required infrastructure for the development and the cost of upsizing shall be borne by the City. (See Section 10.03.044(b)(2), *Oversizing of Infrastructure*, below).

Sec. 10.03.044……. DEVELOPMENT AGREEMENTS.

(a) **Purpose**. A subdivider shall be required to enter into a Development Agreement with the City, which shall govern the subdivision if there are pro rata payments or other financial agreements, subject to the TEXAS LOCAL GOVERNMENT CODE, SUBCHAPTER C, *DEVELOPER PARTICIPATION IN CONTRACT FOR PUBLIC IMPROVEMENTS*. City participation in cost, escrow deposits, or other future considerations, will be not issued prior to filing the Development Agreement in the Denton or Collin County records.

(b) **Applicability**.

(1) Improvements Delayed. When any of the required public improvements will be postponed and constructed after Final Plat recordation, the Final Plat shall not be accepted for filing for recordation with Denton or Collin County unless and until the applicant enters into a Development Agreement to ensure the completion of all required public improvements.

(2) Oversizing of Infrastructure. The City requires a Development Agreement pertaining to any public improvement for which the developer may request reimbursement from the City for oversize costs as for water and sewer improvements or all other required improvements not necessitated by the project itself. The City Council may authorize the approval of such agreement as meeting the City's future requirements, and the City will not withhold approval as a means of avoiding compensation due under the terms of this code.

(c) **Authority of the City to Complete Work**. This agreement shall be based upon the requirements of this chapter, and shall provide the City with specific authority to complete the improvements required in the agreement in the event of default by the subdivider, and to recover the full legal costs of such measures. The City may subordinate its Development Agreement to the prime lender if provided for in said agreement.

(d) **Joint Obligations**. The Development Agreement shall be a legally binding agreement between the City and the subdivider specifying the individual and joint responsibilities of both the City and the subdivider. Unusual circumstances relating to the subdivision shall be considered in the Development Agreement such that the purpose of this chapter is best served for each particular subdivision. The subdivider shall

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

include in such an agreement a hold harmless and indemnity clause agreeing to hold the City harmless against any claim arising out of the subdivision of the property or any actions taken therein.

(e) **Security for Completion of Improvements.**

(1) Type of Security. When any of the required public improvements will be constructed after approval and recordation of the Final Plat, the applicant shall guarantee proper construction of such postponed improvements, in accordance with the City's design standards and with this Subdivision Ordinance, by a bond executed by a surety company holding a license to do business in the State of Texas, and acceptable to the City, on the form provided by the City. The performance bond shall be approved as to form by the City Attorney.

(2) Estimated Cost and Security Approval.

i. Security shall be issued in the amount of 110% of the cost to construct, complete, and maintain all required public improvements to the City's standards as estimated by the applicant's professional engineer, and as approved by the Director of Engineering.

ii. Security shall be subject to the review and approval of the City Attorney. The applicant shall reimburse the City for all related legal costs for the City's legal review prior to filing the Final Plat.

iii. Upon the dedication of and acceptance by the City of all required public improvements, the City shall authorize a reduction in the cash security to ten percent (10%) of the original amount if the property owner is not in breach of the Development Agreement. The remaining cash security shall ensure that the owner will warrant that the required public improvements are free from defect for a period of two (2) years following acceptance by the City.

(3) Letter of Credit. In certain circumstances and at the discretion of the Director of Engineering, an applicant may submit a letter of credit in lieu of cash security. In this case, the letter of credit shall:

i. Be irrevocable.

ii. Be in a form approved by the City Attorney.

iii. Be for a term sufficient to cover the completion, maintenance and warranty periods of the improvements covered by the letter of credit, but in no event less than two (2) years.

iv. As portions of the public improvements are completed in accordance with the *Engineering Design Standards* and the approved engineering plans, the applicant may request that the Director of Engineering reduce the amount of the original letter of credit. If the Director of Engineering is satisfied that such portion of the improvements has been completed in accordance with City standards, the Director of Engineering may (but is not required to) cause the amount of the letter of credit to be reduced by such amount that the Director of Engineering deems appropriate, so that the remaining amount of the letter of credit adequately ensures the completion of the remaining public improvements.

(4) Security for Construction in Extraterritorial Jurisdiction (ETJ). Where all or some portion of the proposed development is located in the City's ETJ, the security shall be in a form and shall contain such terms as are consistent with the City's interlocal agreements with Denton or Collin County under TEXAS LOCAL GOVERNMENT CODE, CHAPTER 242. In cases where the requirements governing the form and terms of the security are defined in such an agreement, they will supersede any conflicting provisions within this Subdivision Ordinance.

(f) **Escrow Policies and Procedures.**

(1) Request for Escrow. The City may require or the developer may petition the City to defer required improvements in exchange for a deposit of escrow. An example may include a timing issue due to pending street improvements by another agency such as TxDOT. The Director of Engineering may require studies and other information to support the developer's request to escrow.

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(2) Escrow Deposit with the City. When the Director of Engineering requires or agrees to accept escrow deposits, the developer shall deposit in escrow with the City an amount equal to 110% of the total costs including, but not limited to, the design, construction, any required studies performed by a third party, permitting, acceptance and inflation costs related to the improvements. The Director of Engineering shall review and approve the amount, which shall be approved and paid to the City prior to recordation of the Final Plat.

(3) City Usage of Escrowed Funds. The City may also use the escrowed funds in participation with another entity (such as TxDOT, Denton or Collin County, etc.) to jointly construct the public improvements.

(4) Termination of Escrow. Escrows, or portions of escrowed amounts, which remain unused after a period of ten (10) years following the date of such payment shall, upon written request, be refunded to the developer. Such refund of escrowed funds does not remove any obligations of the developer for construction of the required improvements.

(5) Refund. If all or a portion of a street or other type of public improvement for which escrow is deposited is constructed by a party other than the City, the remaining unused escrowed funds, upon written request, shall be refunded to the developer after completion and City acceptance of the street or public improvement.

(6) Interest on Escrowed Funds. When escrowed funds are returned or refunded to the escrowing developer, the City shall retain all of the interest accrued by the funds, if any.

(7) Escrow Fee Agreement. The Director of Engineering, at his discretion, may require an escrow fee agreement be executed.

(g) **Authority of City Council**. The City Council has the sole authority to approve Development Agreements.

(h) **Agreement to Run with the Land.** The Development Agreement shall provide that the covenants and other terms of agreement contained therein shall run with the land and shall bind all successors, heirs and assignees of the current applicant. All existing owners shall be required to execute the agreement or provide written consent to the covenants and other terms contained in the agreement.

(i) **Termination of Agreement**. The subdivider shall have a continuing responsibility under the Development Agreement after the filing of any Final Plat with Denton or Collin County until all facilities and improvements required under the Development Agreement have been completed, inspected and accepted by the City. When the construction of required improvements has proceeded to the point that certain parts of the subdivision are adequately served, the Director of Engineering may release specified portions of the subdivision for use prior to the completion of all improvements, unless the release of such improvements will jeopardize or hinder the continued construction of required improvements. Any Development Agreement shall remain in force for all portions of the subdivision for which a release has not been executed.

(j) **Development Agreement Fee**. The City shall impose a fee for processing Development Agreements. The amount of the fee shall be as specified in the City's Fee Schedule that may be amended from time to time by ordinance. The direct cost of the City Attorney review of the Development Agreement shall be passed through to the applicant.

Sec. 10.03.045..... CITY PARTICIPATION

(a) The City may participate with the developer on major items of construction, such as lift stations, bridges or streets adjacent to the subdivision which benefit existing or future development in addition to that being subdivided. The amount of financial responsibility of each party and the terms of discharging such responsibility may be provided for in a facilities agreement.

(b) The construction of certain facilities required by the provisions of this article may not be possible or practical at the time the developer prepares his plans for public improvements. Such deletion or delay of improvements may be specified in the facilities agreement, together with provisions for escrow deposits or future payment by the City and/or developer. (2004 Code, sec. 159.23)

Sec. 10.03.046..... INSPECTION, MAINTENANCE & ACCEPTANCE OF PUBLIC IMPROVEMENTS.

(a) **Inspections.**

(1) The Director of Engineering shall inspect the construction of improvements while in progress, as well as upon completion. The applicant, or his contractor, shall maintain contact with the Director of Engineering during all phases of construction.

(2) Construction shall be in accordance with the approved construction plans. Any significant change in design required during construction shall be made by the applicant's engineer, and shall be subject to approval by the Director of Engineering.

(3) Any changes in design required during construction should be made by the engineer whose signature and seal are shown on the plans. Another engineer may make revisions to the original engineering plans if so authorized by the owner of the plans and if those revisions are noted on the plans or documents. All revisions must be approved by the Director of Engineering.

(4) If the Director of Engineering finds, upon inspection, that any of the required public improvements have not been constructed properly and in accordance with the approved construction plans, the applicant shall be responsible for completing and/or correcting the public improvements to bring such into compliance.

(b) **Maintenance during Construction.** The applicant shall maintain all required public improvements during construction of the development phases or until the City approves the improvements and accepts same.

(c) **As-built Plans and Submission of Record Drawings for Filing.**

(1) After construction is completed, the developer shall provide the commission a set of as-built plans of all streets, alleys, sidewalks, drainage, underground utilities, signs, signals, street lighting and any other pertinent physical improvement of the subdivision. (2004 Code, sec. 159.67)

(2) The City shall accept required public improvements when the applicant's engineer has certified to the Director of Engineering, through submission of detailed “record” or “as built” drawings of the project and filed copies of any off-site easements, unless otherwise noted within the Subdivision Ordinance, that the public improvements have been built in accordance with the approved construction plans. Unless otherwise provided in a Development Agreement, the City will not submit the approved Final Plat for recordation in Denton or Collin County until all required improvements have been accepted by the Director of Engineering.

(d) **Revisions Documented on Plat**. Each record drawing sheet shall document all changes made in the plans during construction, and on each sheet, there shall be a “record” stamp bearing the signature of the engineer and date. Detailed requirements for such drawings and stamps are available on the Celina Engineering website.

(e) **Acceptance or Rejection of Improvements by Director of Engineering.**

(1) Responsible Official. Using the *Final Acceptance Checklist* (online on the Development Services webpage), the Director of Engineering shall be responsible for inspecting all required public improvements shown in the construction plans, and for accepting completed subdivision improvements intended for dedication to the City.

(2) Final Inspection. After completion of all improvements, franchise utilities, grading, and erosion

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

control, the Director of Engineering and other designated representatives (as applicable) will perform a final inspection before recommending acceptance of the improvements.

(3) Letter of Final Acceptance. If all improvements are completed, inspected, tested (when applicable), and determined by the City to be in conformance with this Subdivision Ordinance and with the City's *Engineering Design Standards*, then the Director of Engineering shall issue a Letter of Final Acceptance to the applicant, thereby notifying the applicant of the City's acceptance.

(4) Effect of Acceptance. Acceptance of the improvements shall mean that the applicant has transferred all rights to all the public improvements to the City for title, use, and maintenance.

(5) Rejection. If any portion of the construction plans fails to comply with the City's standards and specifications, the Director of Engineering shall reject the complete set until the failure is remedied.

(f) **Disclaimer.** Approval of a Preliminary Plat or Final Plat by the Commission, or construction plans by the Director of Engineering, shall not constitute acceptance of any of the public improvements required to serve the subdivision or development. No public improvements shall be accepted for dedication by the City except in accordance with this section.

(g) **Acceptance or Rejection of Improvements in Extraterritorial Jurisdiction (ETJ).** Where the improvements to be constructed under a Development Agreement are located within the City's ETJ and are to be dedicated to Denton or Collin County, the Director of Engineering shall inform the County officials that the public improvements have been constructed in accordance with approved construction plans, and are ready for acceptance by the County.

(h) **Maintenance Bond Following Acceptance.** The applicant shall furnish to the Director of Engineering a sufficient maintenance bond with a reputable and solvent corporate surety registered with the State of Texas, in favor of the City, to indemnify the City against any repairs. The bond shall be in effect for two (2) years from the date of final acceptance of the entire project. The bond, which is a part of the requirements for final acceptance, shall be a minimum of ~~ten~~ one hundred percent (100%) of the value of the work constructed. The applicant shall reimburse the City for all related legal costs for review (this reimbursement shall be paid in full prior to filing of the Final Plat).

Sec. 10.03.047..... BUILDING PERMITS and CERTIFICATES OF OCCUPANCY.

(a) No building permit shall be issued for a lot or building site unless the associated Final Plat has been approved by the City of Celina and all public improvements as required for the Final Plat approval have been completed, except as permitted below:

(1) Building permits may be issued for nonresidential and multiple-family development provided that a Final Plat is approved by the Planning & Zoning Commission and construction plans have been released by the Director of Engineering. Building construction will not be allowed to surpass the construction of fire protection improvements.

(2) The Director of Development Services may authorize residential building permits for a portion of a subdivision, provided that a Final Plat has been approved by the Planning & Zoning Commission and all public improvements have been completed for that portion of the development, including but not limited to those required for fire and emergency protection. Notwithstanding, no lot may be sold or title conveyed until a Final Plat approved by the Planning & Zoning Commission has been recorded.

(3) No certificate of occupancy shall be issued for a building permit or the use of a property unless all subdivision improvements have been completed and the Final Plat approved by the Planning & Zoning Commission has been recorded in the County. Notwithstanding the above, the Director of Development Services may authorize the temporary occupancy of a structure provided that an agreement providing cash escrow, a letter of credit, or other sufficient surety is approved by the

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

City for the completion of all remaining public improvements. The certificate of occupancy may be revoked if the Final Plat approval and filing process is not completed.

(4) The temporary certificate of occupancy shall state on its face that the recipient accepts all liability resulting from occupancy of the building or space and indemnifies the City thereof.

Sec. 10.03.048 - 10.03.059.....Reserved for future use.

ARTICLE 10.03.060..... SPECIAL EXTRATERRITORIAL JURISDICTION POLICIES & REGULATIONS

Sec. 10.03.061..... GENERAL POLICIES IN THE EXTRATERRITORIAL JURISDICTION (ETJ).

(a) **Application of Requirements.** Unless otherwise stated within this Subdivision Ordinance, all standards, specifications and regulations herein shall apply to development within the City's extra-territorial jurisdiction (ETJ).

(b) **Extension of City Services.** Given that land proposed for development in the City's ETJ must be served adequately by essential public facilities and services, including those related to adequate water distribution, wastewater collection and treatment, streets, pedestrian circulation, storm drainage conveyance, and park and recreational facilities, the following policies for the provision of infrastructure services provided by the City of Celina into the City's ETJ shall apply:

(1) It is in the City's best interest to encourage development in areas adjacent to compatible development already receiving City services, and particularly where those services have excess capacity.

(2) It is in the City's best interest to annex areas that:

i. Need to be protected in order to prevent or reduce flood damage in existing urban areas;
ii. Possess unique physical characteristics;
iii. Have requested City services; or
iv. Minimize the City's fiscal liability.

(3) It is in the City's best interest to withhold all water and sewer extensions outside the City's limits except in instances where the extension will serve a large-volume user who has agreed in writing to annexation at a predetermined date, and who has demonstrated that a significant community benefit will accrue to the City if it provides such service outside the City's limits, and where no significant fiscal liabilities will be incurred by the City.

(4) It is in the City's best interest to provide services, other than water and wastewater service, to individual users beyond the City's limits:

i. Upon request and under contracts or cost-sharing arrangements that minimize future City fiscal liability;
ii. Upon request and under contracts or cost-sharing arrangements that encourage compact development;
iii. Upon request and under contracts or cost-sharing arrangements that ensure compliance with City subdivision, building, electrical, plumbing and fire codes; and
iv. When it is not in the City's best interest to annex the areas to be served.

(5) The City shall therefore provide for extension of public facilities and services only under the following circumstances:

i. Such extension is part of an annexation agreement that provides for development consistent with established City objectives and policies, as described and illustrated in the *Comprehensive Plan*;
ii. Such extension allows the City to retain its right under State law to annex the property in the future;
iii. The quality of the development that is occurring or will be occurring is consistent with City standards;
iv. The use or development offers significant public benefits to the City; and
v. The proposed development and land uses comply with City Building and Fire Codes (as agreed to in an annexation agreement with the City).
vi. The area to be served is, or becomes a part of, the City's Certificates of Convenience and Necessity (CCN) when required by State law.

(c) **Design and Construction Standards for Public Improvements in the City's Extraterritorial Jurisdiction (ETJ).** All public improvements constructed in conjunction with a new development in the City's ETJ shall be designed, engineered, and constructed in accordance with the City's standards and all other applicable City master plans (e.g., *Water Reuse Master Plan*, the *Comprehensive Plan*, Fire Codes, etc.).

Sec. 10.03.062..... DENTON & COLLIN COUNTY REGULATIONS.

(a) The City has executed interlocal cooperation agreements, as authorized under CHAPTER 242 of the TEXAS LOCAL GOVERNMENT CODE, with Denton or Collin County.

(b) Denton or Collin County has assigned to the City its authority to approve plats in the City's ETJ. The agreement also provides for the City to enforce its subdivision regulations, together with specified regulations of Denton or Collin County, within the City's ETJ via Interlocal Cooperation Agreements.

(c) In the event that the subdivision rules and regulations of Denton or Collin County provide a more stringent standard than those of the City, then the more stringent standards shall apply.

~~(c)~~(d) International fire codes apply to all ETJ properties for health, life, and safety purposes.

Sec. 10.03.063..... CITY PARTICIPATION IN IMPROVEMENTS IN THE ETJ.

(a) **Improvements.** The City shall not be required to participate in the cost of any improvements where such improvements required by this Ordinance are outside the corporate limits of the City (i.e., they are within the City's ETJ area).

(b) **Certificates of Occupancy/Utility Connections.**

(1) A Certificate of Occupancy for non-residential and multiple-family projects within the City's ETJ shall not be issued until a Letter of Final Acceptance has been issued by the City, and a copy of such Letter has been submitted to the Building Official by the developer, unless otherwise authorized by the City Manager or designee (refer to Section 10.03.046(d), *Acceptance or Rejection of Improvements by the Director of Engineering*).

(2) Utility connections for all developments in the City's ETJ shall not be issued until a Letter of Final Acceptance has been issued by the City or appropriate utility district, as applicable, and a copy of such letter has been submitted to the Building Official by the developer, unless otherwise authorized by the City Manager (refer to Section 10.03.046(f), *Acceptance or Rejection of Improvements by the Director of Engineering in ETJ*).

Sec. 10.03.064..... OTHER ETJ REGULATIONS.

(a) **Minimum Lot Size without Platting**. Any subdivision of land within the ETJ must be platted unless the resulting subdivided lots are a minimum of ten (10) acres each, each subdivided lot has access to a public street, and no public improvements are being dedicated. This regulation is to encourage platting of land within the ETJ.

(b) **No Land Uses Shown on Plats**. Proposed land uses may not be shown on plats within the ETJ, unless specifically allowed by the Director. Proposed land uses that may be shown on plats prior to the adoption of this ordinance do not in any way establish zoning or vest any rights to the use of the property in the future.

Sec. 10.03.065..... TREE PRESERVATION IN THE ETJ.

(a) **Purpose**. The purpose of this section is to encourage the preservation of mature trees which, once removed, cannot be replaced by equivalent trees, to preserve the health and viability of retained trees during construction, and to control the removal of protected trees when necessary. It is the intent of this

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

section to achieve the following:

(1) Prohibit the indiscriminate clearing of property;

(2) Protect and increase the value of residential and commercial properties within the City;

(3) Maintain and enhance a positive image for the attraction of new business enterprises to the City;

(4) Protect healthy quality trees and promote the natural ecological environmental and aesthetic qualities of the City; and

(5) Help provide needed shaded areas in order to provide relief from the heat by reducing the ambient temperature.

(b) **Construction Regulations**.

(1) Tree pruning restrictions. No protected tree shall be pruned in such a manner which significantly disfigures the tree or in a manner which would reasonably lead to the death of a tree, except where such pruning is necessary for the safety of the public or to maintain utility service. Utility companies may prune trees as necessary to re-establish disrupted utility service. The practice of "topping" trees, either ornamental or canopy, is absolutely prohibited except when necessary for utility provision, public safety or some other official nuisance.

(2) Fill and grading. The area within the drip line of a protected tree shall not be filled or graded.

(3) Maintenance after development. If any of the trees required to be retained or trees planted as a part of this division should die within a period of one year after completion of the activities associated with construction, the owner of the property shall replace the trees within six (6) months at a ratio of three-to-one (3:1) with an approved large canopy tree from the recommended plant materials chart, which is the same size as the tree removed.

(c) **Regulations Prior to Construction**.

(1) Tree flagging. All protected trees on the subject property within forty (40) feet of a construction area or surface improvements such as driveway, walks, etc., shall be flagged with bright fluorescent colored vinyl tape wrapped around the main trunk at a height of five (5) feet or more such that the tape is highly visible to workers operating construction equipment. This shall not include the flagging of protected trees adjacent to ROW within approved residential subdivisions during the construction of the roadway.

(2) Protective fencing. Solid, protective fencing a minimum of three (3) feet in height will be located at the drip lines of all protected trees that border the limits of construction. In situations where a protected tree is located within the immediate area of intended construction, protective fencing will be located at or beyond the drip line.

(d) **Regulations During Construction**. The following activities shall be prohibited within the limits of the critical root zone of any protected tree, subject to the requirements of this division:

(1) Material storage. No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the critical root zone of any protected tree.

(2) Equipment cleaning/liquid disposal. No equipment shall be cleaned or other liquids deposited or allowed to flow overland within the limits of the critical root zone of a protected tree. This would include paint, oil, solvents, asphalt, concrete, mortar or similar materials.

(3) Tree attachments. No signs, wires or other attachments, other than those of a protective nature shall be attached to any protected tree.

(4) Vehicular traffic. No vehicular and/or construction equipment traffic or parking shall take place within the limits of the critical root zone of any protected tree other than on an existing street pavement. This restriction does not apply to single incident access within a critical root zone for purposes of clearing underbrush, emergency restoration of utility service, or routine mowing

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

operations.

(5) Grade changes. No grade changes (cut or fill) shall be allowed within the limits of the critical root zone of any protected tree unless adequate construction methods are approved by the Director.

(6) Impervious paving. No paving with asphalt, concrete or other impervious materials in a manner which may reasonably be expected to kill a tree shall be placed within the limits of the critical root zone of a protected tree.

(7) Removal of protective fencing. Protective fencing may only be removed from the construction site at the time of the installation of additional, permanent landscaping features.

(e) **Permanent Construction Methods & Standards**.

(1) Boring. Boring of utilities under protected trees may be required in certain circumstances. When required, the length of the bore shall be the width of the critical root zone at a minimum and shall be a minimum depth of 48 inches.

(2) Trenching. All trenching where possible shall be designed to avoid trenching across the critical root zone of any protected tree. This shall not inhibit the placement of necessary underground services such as electric, telephone, gas, etc.

(3) Root pruning. It is recommended that all roots two (2) inches or larger in diameter which are exposed as a result of benching or other excavation be cut off square with a sharp medium tooth saw and covered with pruning compound within two (2) hours of initial exposure.

(f) **Fees**. Any fees for removal or destruction of trees pursuant to this Section are listed in the Master Fee Chart.

Sec. 10.03.065 to 10.03.069.....RESERVED.

ARTICLE 10.03.070.... SUBDIVISION REQUIREMENTS

Sec. 10.03.071..... GENERAL SUBDIVISION POLICIES.

(a) **Conformance to Plans.**

(1) Public Improvements. Proposed public improvements serving new development shall conform to and be properly related to the public facility elements of the *Comprehensive Plan*, other adopted master plans for public facilities and services, and applicable capital improvements plans, and shall at a minimum meet the service levels specified in such plans.

(2) Conformance with Master Thoroughfare Plan. All property ~~Plats~~ within the City and its ETJ, and any corresponding plats and/or construction plans, shall provide for thoroughfares as shown in the *Master Thoroughfare Plan*. Minor adjustments to thoroughfare alignments may be allowed without amending the *Master Thoroughfare Plan* if the Director of Engineering determines the new alignment meets the spirit and intent of the *Master Thoroughfare Plan* and will not compromise public safety or traffic efficiency. The design and construction of all proposed thoroughfares shall be in conformance with the City's *Engineering Design Standards*, and is subject to approval by the Director of Engineering. Such approvals shall be required prior to any Plat approval.

(3) Master Thoroughfare Plan Amendment. If a significantly different roadway alignment or a road type other than what is shown on the *Master Thoroughfare Plan* is proposed, then the *Master Thoroughfare Plan* shall be amended prior to any plat approval. Submission of a Traffic Impact Analysis (TIA) of the proposed amendment by the developer may be required if the Director of Development Services and the Director of Engineering determine that such an analysis is necessary to fully assess the impact of the proposal upon the City's overall thoroughfare network.

(4) Water and Wastewater Plans. The design and construction of the water system and wastewater system to serve the development shall be in conformance with the City's master plans for water and wastewater facilities and with the *Engineering Design Standards.* The design is subject to approval by the Director of Engineering prior to approval of the construction plans and the Final Plat.

(5) Storm Drainage Standards. The design and construction of the storm drainage system to serve the development shall be in conformance with, but not limited to, the City's master plans for storm water drainage, with the City's storm drainage policies (*Water Reuse Master Plan*), and with the *Engineering Design Standards.* The design is subject to approval by the Director of Engineering prior to approval of the construction plans and the Final Plat.

(b) **Provision of Adequate Public Facilities.**

(1) Adequate Services for Areas Proposed for Development. Land proposed for development in the City and in the City's ETJ shall be served adequately by essential public facilities and services, including, but not limited to, water distribution, wastewater collection and treatment, roadways, pedestrian circulation, storm drainage conveyance, and park and recreational facilities. Land shall not be approved for platting or development until adequate public facilities necessary to serve the development exist or provisions have been made for the facilities, whether the facilities are to be located within the property being developed or offsite.

i. *Street Access.* A plat will not be approved unless all of the proposed lots have safe and reliable street access or frontage for daily use and emergency purposes.

a. A plat will not be approved unless all of the proposed lots have access to an improved public street (or a public street that will be improved during construction of the proposed development) that meets the City's minimum design and paving standards, or to an approved public way or mutual access easement that is connected to an improved public street.

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

b. Except for lots that are provided access from an approved cul-de-sac, all lots within a development shall have at least two (2) means of access or approach. Where development phasing or constraints of the land prevent the provision of a second, separate means of access, the City may, but is not required to, accept a temporary, paved street connection provided that a second permanent access point can be reasonably anticipated with future development of adjacent properties.

c. In certain circumstances where providing two (2) means of access to a site is not feasible, the Planning & Zoning Commission may waive this requirement if staff can demonstrate that the site can be adequately served by emergency vehicles and that life and safety issues have not been compromised.

d. For properties situated adjacent to an existing or planned median-divided thoroughfare, at least one (1) of the required access points shall occur at, or through access easement connection to, a median opening. (See Diagram 10.03.112, *Median & Cross Access*)

ii. *Water.* A Plat will not be approved unless all of the proposed lots are connected to a public water system which is capable of providing adequate water for health and emergency purposes.

a. Except for lots along an approved cul-de-sac, all lots shall be provided service connections from a looped water main providing water flow from two (2) directions or sources.

b. Water service shall be sufficient to meet the fire flow requirements of the proposed development, except where a suitable alternative means of fire protection is approved by the Fire Chief.

c. The City may require the phasing of development and/or improvements to the water system to ensure adequate fire protection.

d. Plats for residential lots greater than one (1) acre in size may use private well water, at the discretion of the Director of Engineering.

iii. *Wastewater.* A Plat will not be approved unless all of the proposed lots are served by an approved means of wastewater collection and treatment.

a. The projected wastewater discharge of a proposed development shall not exceed the proposed capacity of the wastewater system.

b. The City may require the phasing of development and/or improvements to the sanitary sewer system so as to maintain adequate wastewater capacity.

c. Plats for residential lots greater than one (1) acre in size may use authorized private septic systems, at the discretion of the Director of Engineering.

iv. *Storm Drainage.* Increased storm water runoff attributable to new development shall not cause impacts to adjoining, upstream or downstream properties. Impacts are defined as the change (delta) in runoff between pre- and post-development counts. Where the projected runoff from a new development exceeds runoff from pre-development conditions, the City may require the phasing of development, the use of control methods such as retention or detention, obtaining off-site drainage easements, and/or the construction of off-site drainage improvements as means of mitigation. All designs shall comply with the Engineering Design Standards, as it exists or may be amended.

(2) City's Cost of Review. Should the City deem that adequate review of the roadway, water, wastewater, or drainage submittal should be outsourced to a third party, the cost of such review shall be passed through to the developer or applicant.

(3) Property Owner's Responsibilities. The property owner shall be responsible for, but not limited to, the following:

i. *Dedication and Construction of Improvements*. The property owner shall dedicate all rights-of-way and easements for, and shall construct and extend, all necessary on-site and off-site

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

public improvements for water distribution, wastewater collection and treatment, streets, storm drainage conveyance, and other improvements that are necessary to adequately serve each phase of a proposed development at service levels that are consistent with the City's applicable master facilities plans and *Engineering Design Standards*.

ii. *Abutting Substandard Streets*. Where a substandard street abuts or traverses a proposed development, the City may require the property owner to dedicate additional right-of-way and to improve the street to the current City design and construction standards as set forth in the *Engineering Design Standards*. Such requirements to improve the substandard street to the City's current standards shall only be imposed following careful review of factors including, but not limited to:

a. The impact of the new development on the street;
b. The timing of the development in relation to need for the street; and
c. The likelihood that adjoining property will develop in a timely manner.

iii. In the case of frontage or service roads for state or federally designated highways, the entire abutting right-of-way shall be dedicated to the City and improved to the County, State or Federal agency's applicable construction design standards if such improvement is approved by the agency.

iv. *Right-turn Lanes Mandatory*. The City reserves the right to require free right turn lanes into any development from a Collector or higher category roadway. Should the applicant request a waiver from this requirement, the applicant must provide to the City a study by an acceptable third party that justifies the elimination of the required free right turn lane.

v. *Facilities Impact Studies*. The City may require that a developer prepare a comprehensive Traffic Impact Analysis (TIA), flood or drainage study or downstream assessment, or other facilities impact studies in order to assist the City in determining whether a proposed development will be supported with adequate levels of public facilities and services concurrent with the demand for the facilities created by the development. The cost of such study or studies shall be borne by the applicant.

vi. *Timing and Approval of Studies*. Any outside study shall be subject to approval by the Director of Engineering prior to approval of the Preliminary Plat and the construction plans. The City also may require, at the time of approval of subsequent applications (e.g., Final Plat), an update of a facilities impact studies that were approved in conjunction with a prior application (e.g., Preliminary Plat).

vii. *Future Extension of Public Facilities*. The property owner shall make provisions for future expansion of the public facilities as needed to serve future developments, subject to the City's oversize participation policies, if applicable.

viii. *Operations and Maintenance of the Public Facilities*. The property owner shall provide for all operations and maintenance of the shared public facilities located on private property, or shall provide proof that a separate entity will be responsible for the operations and maintenance of the facilities.

ix. *Fiscal Security*. The property owner shall provide all fiscal security required for the construction of the public facilities.

x. *Approvals from Utility Providers*. The property owner shall obtain all necessary approvals from the applicable utility providers other than the City, and shall submit written verification of such approvals to the City with the construction plans.

xi. *Compliance with Utility Providers*. The property owner shall comply with all requirements of the utility providers, including the City and applicable utility districts.

(c) **Provision of Utilities**. All electrical, cable, and other telecommunications systems shall be located

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

underground with the exception of regional transmission lines.

Sec. 10.03.072.....WATER, WASTEWATER & DRAINAGE REQUIREMENTS & ENVIRONMENTAL STANDARDS.

(a) **Water & Wastewater Basic Policy.**

(1) Construction Requirements.

i. All public water and wastewater mains shall be located in the frontage of the property along streets, or in easements adjacent to the development in order to provide service to adjacent property.

ii. Public water and/or wastewater mains shall not be located within a private street, drive or access easement unless a public utility easement is provided.

iii. The minimum easement width for water or wastewater mains shall be fifteen (15) feet, or as determined by the Director of Engineering. Where it is necessary for water and wastewater facilities to be located within the same easement, the easement shall be a minimum of twenty (20) feet in width, or as determined by the Director of Engineering.

iv. No portion of a structure (including, but not limited to, walls, foundations, porches/patios and porch/patio covers, canopies, roof extensions/overhangs, chimneys, fire flues, etc.) shall encroach over or into any easement, except that wall-attached window awnings, "bay" style windows, and roof eaves shall be allowed to encroach into an easement a maximum of twenty-four (24) inches.

v. A water or wastewater easement between two (2) lots must fall entirely on a single lot and shall not straddle the lot line unless specifically approved by the Director of Engineering for cause.

vi. Easements shall be dedicated for exclusive use for water and wastewater facilities and shall be shown on the Final Plat for the specific purpose intended. When it is necessary for additional utilities to be placed within such utility easement, additional width shall be provided and the easement shall be labeled for its additional intended purpose on the Final Plat.

vii. When it is necessary to relocate or replace an existing water or sewer facility to accommodate a proposed subdivision, the developer is responsible for all costs associated with the relocation, except as agreed to by City Council for oversize participation.

(2) Construction Plans. Plans for construction of all water and wastewater facilities required by these regulations shall be prepared in accordance with the requirements and specifications contained in the *Engineering Design Standards*, the regulations of the Texas Commission on Environmental Quality (TCEQ), National Sanitation Foundations (NSF), Texas Department of Insurance, Insurance Services Office, and the City's current adopted Fire Code, which are incorporated by reference and made a part hereof. Plans for the improvements must be prepared by a licensed engineer and accepted by the Director of Engineering.

(3) Acquisition of Easements. The developer shall be responsible for the acquisition of all required off-site easements. If the developer is unable to acquire the necessary off-site easement, the City shall be provided with easement or right-of way survey documents and exhibits, documentation, including evidence of a reasonable offer made to the affected property owner. Upon receiving a written request for assistance, the City may, at its option, acquire these easements either through negotiations or through condemnation in appropriate situations. The developer shall reimburse the City for the costs of acquiring the necessary easements including but not limited to attorney fees, expert fees, and title searches.

(b) **Preliminary Utility Plan.**

(1) Submittal of Plans. Concurrent with the submission of a Preliminary Plat, Final Plat, Replat or Minor Plat, the developer shall submit a plan showing the location and size of water, wastewater, and

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

storm drainage mains that will be required to provide adequate service and fire protection to the lots specified in the proposed plat. Plans and specifications for fire hydrant systems shall be submitted to the Fire Marshal for review prior to construction.

(2) Plan Document. The plan shall conform to the *Engineering Design Standards*.

(3) Coordination with other Utility Providers.

i. *Preliminary Plat*. When the subdivision is located in an area served by a utility provider other than the City, the developer must provide a water system analysis.

ii. *Minor Plat, Replat*. When a subdivision is located in an area served by a utility provider other than the City, the developer must provide a letter from the utility provider stating that the existing facilities provide adequate domestic service and fire protection. If the City has reason to believe that there may be water supply or pressure concerns, a water system analysis may be required.

iii. *Final Plat*. The final plat will not be filed with Denton or Collin County until a letter has been provided from the utility provider stating that they have accepted the plans for construction.

(c) **Miscellaneous Requirements.**

(1) No building or structure shall be constructed within or over an existing wastewater, lateral, water main or storm drain easement unless approved in writing by the Director of Engineering in a signed and executed Development Agreement, approved by City Council, stating that any damage to the lines within or over the easement caused by the erection of the sign or construction of any building or structure shall be repaired to City standards at the property owner's expense. Additionally, should the City, the County and/or franchise utility company require access to said easement that any repairs to the affected building, sign or structure shall be solely at the expense of the property owner.

(2) Monument signs may be constructed over an existing wastewater, lateral, water main or storm drain easement if approved by the City Manager or designee in a signed and an executed agreement stating that should any disturbance, repair, or realignment conducted by the City or a franchise utility company within the easement that may affect the sign requires that the sign owner make all necessary repairs to the sign, including the entire replacement of the sign, at the owner's sole expense.

(3) Ownership and maintenance of water and wastewater mains and service connections shall be regulated as follows:

i. The title to all wastewater lines constructed, including wastewater service connections located in a right-of-way or dedicated easement, shall be vested in the City or the applicable utility provider.

ii. The developer, or single customer, shall be responsible for all maintenance of the wastewater service connection, unless replacement of the service is required under the public roadway or pavement. When replacement is determined to be necessary by the Director of Engineering, the City shall assume the responsibility for replacement of that portion under the pavement.

iii. The title to all water mains and water meters constructed, and installed, including the title to service connections, shall be vested in the City or the applicable utility provider.

(4) The City makes no guarantee that water supply or wastewater capacity will be available at any particular time or place.

(5) The service lines shall extend across the lot in question to provide future service connections to the adjacent lot.

(6) Water and wastewater service lines shall be maintained by the property owner.

(7) Public water and wastewater mains adjacent to federal, state, or county roadways shall be

constructed outside the right-of-way in a separate easement unless otherwise agreed upon by those agencies.

(d) **Water.**

(1) Design & Construction.

i. *Installation of Water Facilities*. Where water is to be provided through the City system, the property owner shall install adequate water facilities, including fire hydrants, in accordance with the City's *Engineering Design Standards,* the adopted Fire Code, the current Rules and Regulations for Public Water Systems of the Texas Commission of Environmental Quality (TCEQ), and the firefighting standards of the Texas Board of Insurance. If any such requirements conflict, the most stringent requirement shall apply.

ii. *Facilities for Health and Safety Emergencies; Alternative Water Sources*. All water facilities connected to the City's water system shall be capable of providing water for health and emergency purposes, including fire protection and suppression. Water supply facilities shall be in accordance with the *Engineering Design Standards*. The design and construction of water system improvements and alternative water sources shall also comply with the following standards:

a. Design and construction of a water source on the site shall be in accordance with applicable regulations of the Texas Commission on Environmental Quality (TCEQ).

b. Design and construction of water service from the City shall be in accordance with the standards in the City's *Engineering Design Standards*.

c. Design and construction of a fire protection and suppression system shall be in accordance with the standards in the *Engineering Design Standards*, and in accordance with the City's Fire Department and adopted Fire Code.

(2) Location.

i. *Shown on Construction Plans*. The location and design of all fire hydrants, all water supply improvements and the boundary lines of special districts, private systems and certified water service areas, indicating all improvements proposed to be served, shall be shown on the construction plans.

ii. *Extension of Lines*. Extension of water lines shall be made along the entire frontage of the development adjacent to a street. If the subdivision is not adjacent to a street, the extension of water lines shall be accomplished in such a manner as to allow convenient future connections to said lines by new subdivisions and the developer shall provide stub out connections at the property line at the time of water infrastructure installation.

iii. *Variance from Requirement*. If new subdivisions will never be constructed beyond a developing subdivision due to physical constraints, the Director of Engineering may approve a Minor Variance for this requirement in accordance with Section 10.03.086, *Variances*, of this Ordinance prior to action on the construction plans or prior to action on any plat.

(3) Cost of Installation. The cost of installing all water supply improvements to be made by the developer, including off-site improvements, shall be included in the performance guarantees and Development Agreement, if applicable (refer to Section 10.03.044, *Development Agreements*).

(4) Cost of Extension for Single Customer.

i. When it is necessary to extend a water line to serve a new single customer where only one meter will be installed, the City at its own expense will extend the said water line up to 100 feet.

ii. If a distance is equal to or greater than 100 feet is required to reach the nearest property line of the new single customer, the said single customer shall pay one hundred percent (100%) of cost extension in excess of 100 feet.

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

iii. If more than one single customer is served by the main extension, 100 feet of main will be allowed for each single customer thus served, and any excess footage will be paid for at one hundred percent (100%).

iv. No more than one single customer credit of 100 feet will be allowed each lot or tract of record so served regardless of the number of buildings, occupied or otherwise, which might be located on said lot or tract.

v. Payment will be made in advance of construction.

(5) Cost of Extension to Serve Developers.

i. Where the City's water distribution system is not planned to be extended in time to serve a proposed new development, all necessary water facilities to serve such development shall be provided by and at the expense of the developer. If oversizing of a water facility is deemed necessary by the Director of Engineering for future developments, then the City may participate in such oversizing costs as part of a Development Agreement.

ii. The developer will pay one hundred percent (100%) of the construction cost of the size mains required to serve his development, including the design, construction, and City inspection of the approach main(s).

iii. When the developer desires that water mains be extended to serve his property, he will submit a request in writing to the Director of Engineering. The property to be served shall be listed showing the lot, block and subdivision. If the area to be served is a part of a larger area that is owned or controlled by the developer and which is reasonably expected to be served by water in the future, a tentative design of a main layout will be made of the entire area. The cost estimate will be made on that portion of the subdivision to be served immediately.

(6) Individual Wells in ETJ.

i. *Well Approval*. Individual wells to provide potable water within the City's ETJ shall be subject to approval by the Denton or Collin County health official, and this approval shall be documented by the health official's signature on the water system statement on the Preliminary and Final Plat. The property owner must submit with the Preliminary and Final Plat applications a certificate from a professional engineer who is registered or a geoscientist who is licensed to practice in the State of Texas verifying the adequacy of the proposed well water supply and potability prior to Preliminary Plat and construction plans approvals.

ii. *Compliance with Other Regulations*. Installation, operations and maintenance of individual wells shall comply with City standards, regulations of the Texas Commission on Environmental Quality (TCEQ), and any other applicable County or State rules and regulations. In the event of conflict among these regulations, whichever is the most stringent shall apply.

(7) Alternative Water Systems. Developments may be approved with alternative water facilities according to the following criteria:

i. Water well operation and quality shall meet the minimum requirements of the Texas Commission on Environmental Quality (TCEQ), Denton or Collin County, City health ordinances, and all other regulatory agencies, as applicable.

ii. Water wells may not be used for commercial sale of water.

iii. The cost to tie onto the public water system must exceed the certified initial capital cost of a well by twenty-five percent (25%). All costs and engineering designs shall be submitted by a licensed professional engineer and are subject to review and approval by the Director of Engineering. If a residence is located within 1,000 feet of a domestic water supply, that residence must be connected to that service.

(e) **Wastewater.**

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(1) Extension of and Connection to the City's Wastewater Collection System. Extension of, and connection to, the City's sanitary sewer system shall be required for all new developments within the City limits. Extension of, and connection to, the municipal sewer system shall also be required for new developments within the City's ETJ for any proposed development, lot, tract or parcel that is less than one (1) acre in size. The City is not in any way obligated to allow extension of municipal sewers outside the City limits. The required extension of, and connection to, the municipal sewer system may be waived as a Minor Variance, in accordance with Section 10.03.086, *Variances*, by the Director of Engineering if the Director of Engineering determines that such extension would require unreasonable expenditures and that an on-site wastewater disposal system (see Section 10.03.072(e)(5), *On-Site Wastewater Disposal Systems*) will function properly and safely.

(2) Design & Construction. It is the policy of the City to require all wastewater collection lines to have gravity flow. The use of lift stations and force mains is prohibited unless a gravity design is impractical, as determined by the Director of Engineering. The location, design and sizing of all wastewater improvements shall be shown on the construction plans and are subject to approval by the Director of Engineering.

(3) Cost of Installation. The cost of installing all wastewater improvements to be made by the developer, including off-site improvements, shall be included in the performance guarantees and Development Agreement, if applicable.

(1) Community Sanitary Sewerage Collection Systems. All subdivisions developed subsequent to this ordinance must be served by community sanitary sewerage collection, treatment and disposal systems approved by the City with exceptions granted only if all of the following conditions exist:

i. The subdivision in question is less than five (5) parcels of land;

ii. The existing community type collection, treatment and disposal system is not and cannot feasibly, in the opinion of the Director of Engineering, be made available to the area of development; and,

iii. Percolation tests run by an independent testing laboratory are submitted to both the City and County health department with results showing that a septic tank and spreader field can be developed to provide adequate disposal of the sewage.

(2) Sewer Extensions, Generally. All sewer extensions shall be designed in accordance with the latest applicable rules and regulations as published by the Texas State Department of Health and Texas Commission for Environmental Quality (TCEQ). All sewers shall be designed with consideration for serving the full drainage area subject to collection by the sewer in question except as modified with the concurrence of the Director of Engineering because of the projected rate of development or the financial feasibility of the proposed extension.

(3) Sewer Extensions for Single Customers.

i. Where it is necessary to extend a sewer line to serve a new single customer, the City, at its own expense, will extend said sewer up to 100 feet.

ii. If a distance is equal to or greater than 100 feet should be required to extend the line to the nearest property line of the customer, said single customer shall pay the excess over the 100 feet allowable at the rate of one hundred percent (100%)of cost.

iii. If more than one single customer is served by the main extension, 100 lineal feet of sewer will be allowed for each single customer thus served, and any excess footage will be paid for at one hundred percent (100%) of cost.

iv. No more than one single customer credit of 100 feet will be allowed for each lot or tract of record so served regardless of the number of buildings, occupied or otherwise, which might be located on said lot or tract.

v. Payment will be made in advance of construction.

vi. All service lines shall be designed and constructed in accordance with the Wastewater Master Plan.

(4) Extensions to Serve Developers. The developer shall pay one hundred percent (100%) of the construction cost of all sewers including the design and construction of "approach mains," but excepting "service lines."

i. The developer will also pay one hundred percent (100%) of the cost of service lines to all lots to be served by a sewer located in the street. Said service lines will be constructed at the same time as a part of the same contract as all other sewers in the developer's addition. If the sewers are being constructed by City forces, the service lines will be constructed by City forces at the time all other sewers within the addition are constructed.

ii. The Director of Engineering shall determine the size of the approach main required to serve developer's property and the actual size to be constructed. Should the City elect to construct a main larger than the developer's required approach main, the developer will not be charged for the additional upsizing.

iii. The amount of developer's payment shall be determined using unit bid prices contained in the award contract.

iv. All service lines shall be designed and constructed in accordance with the Wastewater Master Plan.

(5) Required Stub-Out to Adjacent Properties. All lateral and sewer mains installed within a subdivision must extend to the borders of the subdivision as required for future extensions of the collecting system regardless of whether or not such extensions are required for service within the subdivision.

(6) Lift Stations or Separate Treatment Facilities. The provision for lift stations or separate treatment facilities will not be permitted unless the cost of constructing such lift stations or separate facilities is at least twenty percent (20%) less than the costs of constructing an adequate outfall or approach sewer from the existing system.

(7) Connections. No connection shall be made to any sanitary sewerage system within the City which will permit the entrance of surface water or waste of other than domestic sewage characteristics without the specific authorization by the City Council.

(8) On-Site Wastewater Disposal Systems.

i. In cases where the Director of Engineering determines that extension of and connection to the City's sewer system is impractical or not feasible, and where the Director of Engineering approves the use of an on-site wastewater disposal systems, such on-site systems shall provide adequate sewage disposal for all lots, tracts, parcels and structures in the development that cannot be connected to the City's sewer system.

ii. All on-site wastewater disposal systems shall be designed, permitted, constructed, operated and maintained in compliance with all applicable local, County and State regulations, and a permit for such system shall be acquired prior to Preliminary Plat and construction plans approvals.

iii. On-site wastewater disposal facilities requiring soil absorption systems may be prohibited where such systems will not function properly in conditions of high ground water, flooding, unsuitable soil characteristics, or other topographical or environmental issue.

iv. Each lot, tract, parcel and structure that utilizes an on-site wastewater disposal system shall have a minimum land area of at least one (1) acre.

v. No portion of any on-site wastewater disposal system shall be constructed within a minimum 150-foot radius around any water well either on-site or on other properties.

vi. In order to protect the public health, safety and welfare, an existing on-site wastewater

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

disposal system shall be upgraded, or reconstructed if necessary, to comply with the City's standards by the owner, at the owner's expense, if the operation of the facility does not comply with government regulations or if it causes objectionable odors, unsanitary conditions, pollution, etc.

(f) **Stormwater.**

(1) Adoption. This Ordinance is in compliance with the adopted Floodplain Regulations Ordinance and Engineering Design Standards Ordinance of the City of Celina.

(2) Purpose and Scope. The purpose of policies and design standards set forth herein is to ensure adequate stormwater drainage and flood control within the City of Celina. The policies and standards are included in the most recent version of the *City of Celina, Texas Engineering Standards* manual ("*Engineering Standards*") and are intended to protect public health and safety, to prevent property damage due to flooding, to equitably distribute the cost of necessary drainage improvements, and to minimize the maintenance cost of drainage facilities constructed. Any development or improvement of property affecting storm drainage and flood control in the City of Celina is subject to the provisions of this Ordinance.

i. The development of land shall consider all drainage elements normally used in the engineering standards of design.

ii. Evaluation of stormwater runoff characteristics shall consider development conditions of the watershed as specified in the *Engineering Standards*.

iii. Stormwater design shall evaluate flow rate, volume, and velocity characteristics considering the maximum results from a design storm as specified in the *Engineering Standards*.

(3) Standard Provisions for Storm Drainage. All construction for storm drainage in the development or improvement of real property within the City of Celina shall conform to the requirements set forth in the *Engineering Standards*.

(4) Responsibility of Owner or Developer for Storm Drainage.

i. The owner or developer of property to be developed or used shall be responsible for all storm drainage flowing through or abutting such property. This responsibility includes the drainage directed to that property by prior development as well as the drainage naturally flowing through the property by reason of topography. It is the intent of this Ordinance that provision be made for storm drainage in accordance with Section 10.03.071(f)(2) and the *Engineering Standards*, at such time as any property effected is proposed for development use.

ii. Where the improvement or construction of a storm drainage facility is required along a property line common to two (2) or more owners, the owner hereafter proposing development or use of his property, shall be responsible for the required improvements at the time of development, including the dedication of all necessary right-of-way or easements, to accommodate the improvements.

iii. Where a property owner proposed development or use of only a portion of his property, provision for storm drainage in accordance with Section 10.03.071(f)(2) and the *Engineering Standards*, shall only be required in that portion of the property proposed for immediate development or use, except as construction or improvements of a drainage facility outside that designated portion of the property is deemed essential to the development or use of that designated portion.

iv. The owner or owners shall dedicate to the City the required drainage easements. Minimum easement requirements are set forth in the *Engineering Standards*. Final determination of easement requirements shall be made by the Director of Engineering.

v. In the event that an owner or developer desires to impound stormwater by excavation,

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

filling or construction of a dam within a property, thereby creating a lake, pond, or lagoon as a part of the planned development of that property, the following provisions shall apply:

a. An engineering plan for such construction, accompanied by complete drainage design information, prepared by a registered professional engineer, shall have been approved by the Director of Engineering;
b. The owner or developer shall have agreed to retain under private ownership the lake, pond, or lagoon constructed, and to assume full responsibility for the protection of the general public from any health or safety hazards related to the lake, pond, or lagoon constructed;
c. The owner or developer shall have agreed to assume full responsibility for the maintenance of the lake, pond, or lagoon constructed;
d. The obligations herein shall run with the land and shall be a continuing obligation of the owner or owners of such land;
e. The requirements of the Texas Water Code pertaining to impoundment of surface water are complied with including the design, construction and safety of the impounding structure;
f. On any existing structure, the owner will furnish a study or design prepared by a professional engineer for the City for approval.

(5) Responsibility and Participation of the City in Storm Drainage Improvements.

i. The City may, in its sole discretion, participate in the cost of such improvements as are required by this Ordinance.
ii. The City may, in its sole discretion, participate in any project of improvements by the levy of a special assessment against the lands to be enhanced in value by such improvements.
iii. The City may acquire drainage easements necessary for such improvements by acceptance of dedication, purchase, or condemnation.
iv. The City may, upon acquisition of the drainage easement and the completion of improvements as hereinabove provided, assume full responsibility for the maintenance of such drainage facilities.

(6) Engineering Design. The design of all storm drainage facilities in the development or improvement of real property shall be in accordance with the requirements set forth in the *Engineering Standards* and the following requirements:

i. Storm sewer inlets shall be provided along paved streets at such intervals as are necessary to limit the depth of flow according to the requirements set forth in the *Engineering Standards*.
ii. A closed storm sewer system shall generally be required to accommodate a run-off exceeding the street capacity, as provided above and as specified in the *Engineering Standards*. Design of open channel systems in lieu of a closed system shall adhere to the requirements set forth in the *Engineering Standards.*
iii. The criteria for drainage improvements as hereinabove set forth in paragraphs i. and ii. of this section shall be applicable to publicly owned lands solely at the discretion of the City of Celina.
iv. Excavation, fill and grading operations within the city limits shall be undertaken only after a proper permit has been obtained from the City.

(7) Easements. Drainage easements shall be dedicated for public drainage features in accordance with requirements of this Ordinance and the *Engineering Standards*.

(8) Stormwater Quality. Designs for new development shall manage stormwater in a manner that protects water quality by addressing the development's potential to cause erosion, pollution,

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

siltation, and sedimentation in the Municipal Separate Storm Sewer System (MS4) and natural waterways. The goal is to maintain after development, to the maximum extent practical, the predevelopment characteristics in the waterway, which ultimately receives stormwater runoff from the development. It is the developer's responsibility to ensure that designs for new development meet the stormwater management requirements in the General Permit for Stormwater Discharges Associated with Construction Activities (TXR150000) issued by the TCEQ and its successor agencies. This permit includes the requirement for measures that will be installed during construction to control pollutants in stormwater discharges after construction operations have been completed.

(9) Minimum Finish Floor Elevations. The Director of Engineering may require minimum finish floor elevations (MFF) to provide flood protection on certain lots contained within the subdivision. The MFFs shall be shown on the plat. These elevations shall incorporate the most current floodplain management criteria or other criteria as necessary to avoid damages. The minimum finish floor elevation shall conform with the requirements set forth in the Floodplain Ordinance and the *Engineering Standards*. The following note or an amended version appropriate to the specific plat shall be added to any plat upon which the Director of Engineering requires the establishment of minimum finish floor elevations:

> "The City reserves the right to require minimum finish floor elevations on any lot contained within this addition. The minimum elevations shown are based on the most current information available at the time the plat is filed and are subject to change."

(10) Off-Site Drainage. When any proposed development requires off-site grading where stormwater runoff has been collected or concentrated, it shall not be permitted to drain onto adjacent property except in existing creeks, channels, storm sewers or streets. In such a case, a drainage easement shall be dedicated and shall be of a width sufficient to comply with the criteria outlined in this Ordinance and the *Engineering Standards*.

(11) Building or Structure Setback Requirement. Any building or structure constructed, reconstructed, or relocated adjacent to an open drainage channel shall conform to the set-back requirements established in the *Engineering Standards*.

(12) Construction Over Drainage Facilities. No building or structure shall hereafter be constructed, reconstructed, or relocated over or across any storm drainage facility, unless specifically approved by the Director of Engineering and pursuant to the criteria established in the *Engineering Standards.*

(13) Stormwater Storage. Temporary storage of stormwater on-site is allowable pursuant to the criteria established in the *Engineering Standards.*

(g) **Preliminary Stormwater Management Plan.**

(1) A preliminary stormwater management plan (SWMP) shall be prepared for all developments in accordance with the *Engineering Standards*. The purpose of the SWMP is to identify permanent water quality feature opportunities for the development.

(2) The preliminary SWMP shall be prepared in coordination with the preliminary drainage plan on all projects where both are required. The preliminary SWMP and the preliminary drainage plan may be shown on the same sheet.

(3) The preliminary SWMP must comply with the standards and criteria outlined in this Ordinance, the *Engineering Standards*, and the Floodplain Ordinance. The plan may satisfy the stormwater management portion of the SWPPP that is required for construction activities; however, the SWMP is not a substitution for the SWPPP. The City's review of the preliminary SWMP does not constitute acceptance of the final SWMP or the final development plans.

(4) The developer shall provide a preliminary SWMP for the area proposed for development. For

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

amended plats or plats with a previously accepted preliminary SWMP, the accepted preliminary SWMP shall be enforced unless a revised preliminary SWMP is required.

(5) Electronic copies of the preliminary SWMP plan shall be submitted with the submittal of a preliminary plat, replat, or minor plat for review and acceptance. The plan shall be labeled as "Preliminary." Upon acceptance of the plan, the plan shall be signed, sealed, and dated by the engineer, or shall contain a statement showing the engineer's name and license number and affirming the plan was prepared under the direction of the engineer and that the plan is preliminary. At the discretion of the Director of Engineering, an earthwork permit may be issued prior to the plat being filed so long as a floodplain development permit, if necessary, and a SWPPP have been approved. The developer takes the financial risk of grading the tract prior to final approval of the plat and construction plans.

(h) **Preliminary Drainage Plan.**

(1) The Director of Engineering may require a Hydrologic and Hydraulic Analysis and reserves the right to review.

(2) This plan shall show the watershed affecting the development and how stormwater will be conveyed to, through, and from the development. It must comply with the standards outlined in this Ordinance and the drainage design criteria found in the *Engineering Standards*. The preliminary drainage plan is a guide for the detailed drainage design. The review of the preliminary drainage plan does not constitute final drainage plan approval or authorize a variance to this Subdivision Ordinance.

(3) For any property involved in the development process, a preliminary drainage plan shall be provided, at the developer's expense, for the area proposed for development. For property with a previously accepted preliminary drainage plan, the accepted preliminary drainage plan may be submitted and enforced unless a revised preliminary drainage plan is required by the City due to lot reconfiguration or other conditions created by the new plat. The Director of Engineering may waive the requirement for a preliminary drainage plan if the submitted plat is not anticipated to cause any significant change in runoff characteristics from a previously accepted drainage study or for single residential properties where no drainage problems are anticipated. If the applicant requests a variance in writing, a copy of any previous drainage plan shall be provided.

(4) At the request of the City, the property owner shall submit additional studies, including but not limited to the following, as deemed appropriate and necessary by the City, as part of the Preliminary Plat submittal requirements. These studies shall be considered during review and approval of the Preliminary Plat. For any study required by the City that is outsourced to a third party, the cost of such study shall be passed through to the developer or applicant.

i. Environmental Assessment;
ii. Wetland Delineation Study;
iii. Habitat Study;
iv. Vegetative Study;
v. Erosion Hazard Setback Study;
vi. Storm Drainage Study;
vii. Riparian (i.e., Tributary) Study;
viii. Flood Study; and
ix. Downstream Assessment Study.

(5) Electronic copies of the preliminary drainage plan shall be submitted with the submittal of a preliminary plat, replat, or minor plat for review and acceptance. The plan shall be labeled as "Preliminary." The plan shall be stamped and dated by the engineer and be accompanied by a floodplain development application describing the hydrologic and hydraulic impacts of the

development and all associated supporting data files.

(i) **Major Creeks.**

(1) Definition. Major creeks shall be defined by the most recent "Major Creek" map maintained by the City of Celina and available to developers upon request.

(2) Major Creek Restrictions. All major creeks shall be maintained in an open natural condition. All major creeks are subject to the requirements set forth in the *Engineering Standards* and the additional following requirements for all types of development:

i. The 100-year floodplain and Erosion Hazard Setback shall be dedicated on the Final Plat to the City as a single lot or shall be owned and maintained by an HOA or POA, pursuant to Section 10.03.079(d), *HOA Requirements*, of this Ordinance.

ii. At no time shall any portion of the 100-year floodplain encroach upon any single-family or two-family residential lot.

iii. The Commission may waive any of these dedication requirements for a Replat that was originally platted prior to the adoption of this Subdivision Ordinance.

(3) Access. Public access to parks and open space shall be dedicated for maintenance purposes as required by the Director of Engineering.

(j) **Floodplain Development Requirements.**

(1) 100-Year Floodplain Restrictions. All development proposed adjacent to or within the 100-year floodplain shall be in accordance with this Ordinance, the City's Floodplain Ordinance, and the *Engineering Design Standards*. A floodplain development permit and earthwork permit must be submitted and approved by the Director of Engineering prior to any construction on the site.

(k) **Detention & Compensatory Flood Storage Facilities**.

(1) Intent. The City of Celina encourages the use of detention basins and compensatory flood storage areas for the benefits of the community outlined below:

i. *Control of flood discharges.* The intent of detention basin and compensatory flood storage design shall be to reduce flood discharges for the ultimate watershed development conditions without increasing peak discharges above the peak discharges for undeveloped watershed conditions. This storage method serves as a key strategy of the stormwater management plan.

ii. *Environment.* As development occurs, there is a loss of wildlife and bird life habitat. It is possible to create a natural micro-environment around ponds and storage areas that can offset this loss of habitat. These "natural" environmental pockets in conjunction with natural open space areas can help maintain the rural setting of the City. Detention ponds also benefit downstream water quality by allowing the sedimentation of pollutants.

iii. *Recreation.* Detention basins and storage areas offer many recreational opportunities in an urban setting; for example, a normally dry detention basin could be used for athletic fields or picnic areas, while the banks of a pond offer valuable park space.

iv. *Aesthetics.* As an integral part of the City of Celina, a detention basin or flood storage area needs to blend into the landscape and into the community. Measures such as gentle side slopes, planting of trees and shrubs, and other landscaping features can transform the detention facility into an attractive amenity for the neighborhood.

(2) Requirements.

i. All detention and compensatory flood storage facilities shall be designed and constructed according to the requirements set forth in the *Engineering Design Standards.*

ii. Detailed engineering studies of the drainage basin according to the requirements set forth in the *Engineering Standards* shall be required to evaluate the timing of hydrographs from regional

and on-site facilities, as well as backwater calculations to determine the effect of the detention/retention and flood storage facilities on upstream water surface elevations.

iii. All detention and compensatory flood storage facility designs shall be performed by a professional engineer registered in the State of Texas and shall meet the requirements of Permanent Rule 31, Texas Administration Code (TAC) Chapter 299, and other requirements, -as applicable.

iv. Detention ponds shall have trees planted on the perimeter of the facility at a rate of one large canopy tree for every ~~forty~~fifty (~~4~~50) linear feet.

v. Detention ponds shall be designed in a manner to be an amenity to the development by providing a gentle six-to-one (6:1) slope. Detention "pits" with sheer exterior walls are prohibited for residential subdivision designs. The Director of Engineering may provide a Minor Modification to the slope requirements of a detention pond, such as retention ponds with aerators.

vi. Detention ponds may not be located in a landscape buffer area adjacent to perimeter roadways.

Sec. 10.03.073..... STREET & ALLEY STANDARDS.

(a) **Streets Basic Policy.**

(1) Street Improvements. In platting a new development, the property owner shall provide additional right-of-way needed for existing or future streets as required by the *Engineering Design Standards* and as shown on the Thoroughfare Plan (see Table A, *Thoroughfare Types & Standards*).

(2) Existing Substandard Streets.

i. When a proposed residential or nonresidential development abuts one (1) or both sides of an existing substandard street, the developer shall be required to improve the substandard street and its appurtenances (such as curbs and gutters, sidewalks, barrier-free ramps, street trees, etc.) to bring the same to City standards, or to replace it with a standard City street, at no cost to the City other than as may be provided in the City's cost-sharing policies, including any ordinances that are in effect at the time of Final Plat approval.

ii. If the proposed development is located along only one (1) side of a substandard street, and if the City makes a determination that it is not feasible to improve the full width of said substandard street at that time the City may require the developer to pay into escrow, in accordance with Section 10.03.044, *Development Agreements*, funds for the future improvement of the street as a condition of Final Plat approval for the development.

iii. When a Traffic Impact Analysis (TIA) is required or voluntarily submitted, the findings determined shall not be imposed on the requirements, alignment, rights-of-way, and number of lanes shown on the Master Thoroughfare Plan, as it exists or may be amended. The TIA may be used to justify amendments to the Thoroughfare Plan, but in no case shall dictate such amendments.

(3) New Perimeter Streets.

i. When a proposed residential or nonresidential development is developed abutting an existing or planned major thoroughfare, minor thoroughfare or collector street as shown on the Master Thoroughfare Plan, the developer shall construct a portion of the abutting street and its appurtenances (such as curbs and gutters, sidewalks, barrier-free ramps, street trees, etc.) to the City's standards for that type of street (per the *Engineering Design Standards*). If the Director of Engineering determines that it is not feasible to construct the abutting street and its appurtenances at the time of development, the City may require the developer to pay into escrow, in accordance with Section 10.03.044, *Development Agreements*, funds for the future construction of the street as a condition of Final Plat approval for the development. The funds

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

placed in escrow or the value of the lanes constructed shall be roughly proportional to the amount of traffic estimated to be generated by the development itself.

ii. When a proposed residential or nonresidential development is constructed and has designed an unplanned perimeter street in order to provide access to the site and/or adjacent land, the developer shall construct a portion of the abutting street as described in Section 10.03.073(a)(4), *New Internal Streets*, below, and under the same conditions.

iii. Streets at the entrance to residential, multiple-family, and non-residential developments shall have decorative pavers or stamped concrete to delineate the entrance. Single family developments shall have a divided entrance with the median being a common area lot to be owned and maintained by the HOA. An entrance monument sign may be located on this lot.

(4) New Internal Streets.

i. All new streets and their appurtenances internal to a proposed residential or nonresidential development shall, at a minimum, be built to a width and design that will adequately serve the development, and shall conform to the City's standards as described in the *Engineering Design Standards*. If oversizing of an internal street is deemed necessary by the Director of Engineering for traffic safety or efficiency (such as adjacent to a school or park site), then the City and/or the applicable entity may participate in such oversizing costs as part of a Development Agreement/Facilities Agreement with the developer.

ii. Streets which temporarily dead end at power lines, railroads or similar rights-of-way shall be constructed for at least one-half (½) the distance across these rights-of-way, or provision shall be made to place the construction cost for said improvements in escrow with the City in accordance with Section 10.03.044, *Development Agreements*.

iii. When, in the judgment of the Director of Engineering, it is not feasible to construct an internal street or appurtenances at the time of development of the subdivision, the City may require the developer to pay into escrow funds for the future construction of the street or its appurtenances as a condition of Final Plat approval for the development, in accordance with Section 10.03.044, *Development Agreements*.

(5) Impact Fees. All fees due on the project shall be paid in accordance with the City's Impact Fee Ordinance and/or executed Development Agreement/Facilities Agreement.

(b) **Street Design & Appurtenances.**

(1) Application of Requirements. Street design requirements are subject to the provisions included in the *Engineering Design Standards*, Development Agreements and Planned Development Ordinance (if applicable to the subject property) as well as the regulations contained within this Subdivision Ordinance.

(2) Conformity to the Master Thoroughfare Plan. The general location of streets shall conform to the *Master Thoroughfare Plan*. For streets that are not shown on the *Master Thoroughfare Plan*, such as local residential streets, the arrangement of such streets shall:

i. Provide for the continuation or appropriate continuation of existing streets or street stubs from or into surrounding areas – refer to street stub requirements outlined in Section 10.03.073(b)(8), *Stub Streets*, and connectivity requirements in Section 10.03.073(b)(9), *Street Connectivity*;

ii. Conform to any plan for the neighborhood approved or adopted by the City to address a particular situation where topographical or other conditions make continuance or conformity to existing streets impractical; and

iii. Not conflict with existing or proposed streets or driveway openings, including those on the opposite side of an existing or planned thoroughfare, as described within the *Engineering Design Standards*.

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

iv. New streets that intersect with divided arterials shall align to the greatest extent possible with opposite streets such that median openings can be shared.

(3) Relation to Adjoining Street System. The proposed street system shall extend all existing major and minor arterials and such existing collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.

(4) Maximum Street Length. No street shall be more than 1,000 feet in length without an intersection with another street which will provide some degree of flexibility in traffic patterns and public convenience.

i. See the *Engineering Design Standards* for specific design requirements.

ii. In certain circumstances, the City may consider minor exemptions to the maximum street lengths if sought by the applicant. These circumstances include, but are not limited to:

a. Rerouting of streets;

b. Decreasing the lot count by five percent (5%) or more from the previously approved Preliminary Plat or Final Plat; or

c. Approval by the Planning & Zoning Commission through a Subdivision Ordinance Variance. Any variance approved by the Planning & Zoning Commission shall include the curvilinear requirement and street calming methods, described below.

(5) Curvilinear Requirement. When a residential street length exceeds 500 feet but is less than 1,000 feet in length, the design of the street shall include a curve of between 100 to 200 feet radius for a length equal to the curve radius.

(6) Additional Street Calming Methods. When a residential street length exceeds 500 feet but is less than 1,000 feet in length, one or more of the following street calming methods shall be incorporated into the design in addition to the curvilinear requirement (above) in order to reduce traffic velocity and increase safety to pedestrians and cyclists, subject to the review and approval of the Director of Engineering:

i. Street width narrowing with landscaped islands placed approximately every 400 feet;

ii. Roundabouts placed approximately in the center of the street length or near a major entrance to the development; and/or

iii. Landscaped medians that include pedestrian crossing oases included for a minimum of one-third (⅓) of the street length.

iv. Speed humps/bumps are prohibited from being installed in alleys, private aisles, and any fire lanes, unless approved in writing by the Director of Engineering.

(7) Street Widths & Rights-of-Way. Street widths and related rights-of-way shall be designed in accordance with the following:

i. *Master Thoroughfare Plan* (existing, and as amended);

ii. Planned Development Ordinance (if applicable to the subject property); and

iii. All streets shall be constructed in accordance with the *Engineering Design Standards*.

(8) Street Names, Street Name Signs, and Traffic Control Signs.

i. *Street Names*. New streets shall be named so as to provide naming continuity with existing streets, and so as to prevent conflict or "sound-alike" confusion with similar street names. All street names shall be approved by the Director of Development Services prior to any plat approval, and prior to approval of the construction plans and should comply with the City's approved street name policy, as it exists or may be amended.

ii. *Cost of Signs*. The cost of street name signs and traffic control signs shall be paid for and installed by the developer.

iii. *City Standards*. All street name signs and traffic control signs shall conform to the City's details for street name sign design and the latest edition of the Texas "Manual of Uniform Traffic

Control Devices" (TMUTCD).

(9) Traffic Studies. The Director of Engineering may require a Traffic Impact Analysis (TIA) or other type of engineering study from the developer prior to any approval for plats or construction plans to ascertain technical data pertaining to the potential traffic impact of the proposed development on the City's street system. For any study required by the City that is outsourced to a third party, the cost of such study shall be passed through to the developer or applicant.

(10) Stub Streets.

i. See the *Engineering Design Standards* for all design requirements.

ii. Future connections are required to adjacent vacant properties at locations as approved by the Director of Development Services and the Director of Engineering.

iii. When a residential development is constructed in phases requiring a temporary stubbed street, a paved temporary turn-around shall be provided for maneuvering by emergency equipment.

iv. A note shall be clearly placed on the Final Plat indicating that the stub street will be extended with future development (see requirements for temporary turn-arounds in the *Engineering Design Standards*).

v. All stub streets shall have barricades that meet TMUTCD standards.

vi. All stub streets shall have a sign prominently posted at the terminus of the street to indicate no through traffic and that the street will be extended in the future.

a. The sign shall comply with standards established by the Director of Engineering, and

b. Installation and cost of the signs shall be the responsibility of the developer.

(11) Connectivity.

i. New residential developments shall provide street connections to adjacent developments, as determined by the Director of Development Services, allowing access between developments for neighborhood traffic and to enhance pedestrian and bicycle connectivity as recommended in the *Comprehensive Plan*.

ii. Residential developments shall not have direct vehicular access to adjacent commercial or retail developments. Pedestrian and/or bicycle access may be provided, as approved by the Director of Development Services.

iii. Commercial developments shall provide off-street connections to other businesses through mutual access easements and shared access drives to thoroughfares.

(c) **Street Lighting.**

(1) Street Lighting Required.

i. Street lighting shall be provided by the developer along all streets and thoroughfares in accordance with the *Engineering Design Standards*. Perimeter sidewalks, site entrances, and other public areas and parking lots shall be adequately illuminated (minimum average of 3 foot candle visibility).

ii. The developer is responsible for the installation of street lighting and they shall be installed to City standards prior to the City accepting responsibility for the future provision of electricity to the street lights.

iii. The Director of Engineering shall be the responsible official for decisions related to street lighting, and may authorize a minor variance to these regulations, in accordance with Section 10.03.086, *Variances*, for a street lighting requirement if such Variance will not compromise public health, safety, security and convenience.

(2) New Subdivisions. New subdivisions are required to prepare and submit a street lighting plan. This plan is reviewed by Staff to ensure conformance with current street lighting policies. Financial responsibility for purchase of lighting equipment and construction is the responsibility of the

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

developer. In the City of Celina, power is provided franchise utility companies. Upon completion of the street light system, the appropriate power server will be the owner and maintenance provider of the street light equipment and the City of Celina will become responsible for the monthly electrical and maintenance expenses.

(3) Street Lighting Placement. Street lighting shall be chosen and installed according to the *Engineering Design Standards*.

(4) Subdivisions with Existing Street Lighting.

i. Residents or a Home Owners Association (HOA) of a subdivision with existing street lighting may request additional light or lights by completing a petition and request for additional street lighting form. The petition must be signed by adjacent property owners of each proposed light location and by at least eighty percent (80%) of the overall property owners within 300 feet in each direction of the proposed light location.

ii. Upon receipt of the petition and request form, City Staff will contact the appropriate power provider to prepare an estimate of the cost to install the requested lighting. Additionally, the provider will be requested to provide information about necessary easements for light pole and other facilities required for installation.

iii. The HOA or residents requesting the additional street light shall be responsible for obtaining all required signatures for easements and shall be financially responsible for all costs to purchase and install additional lighting.

iv. Upon receipt of executed easement documents and deposit of funds with the City based on the installation estimate, the City will issue a request to the electric provider for installation.

v. Following installation and acceptance of the lighting facilities, the City will pay for all future electrical charges, repair and maintenance.

(5) Subdivisions without Existing Street Lighting.

i. Residents of subdivisions without existing street lighting or infrastructure required to support street lighting should submit a petition for street lighting form to the Department of Development Services (form available online).

ii. Upon receipt of the petition, City Staff will contact the appropriate power provider to prepare an estimate of the cost to install the requested lighting. Additionally, the provider will be requested to provide information about necessary easements for light pole and other facilities required for installation.

iii. The petition and request form will be presented to the City Council during the budgeting process. At this time Council will determine if the City will participate in the funding to complete the lighting request or establish assessments to the property owners for the cost to construct the requested lighting system.

(d) **Private Streets.**

(1) Private Streets. Private streets within the City and/or the ETJ may be allowed in accordance with the Zoning Ordinance. Private streets shall be designed and constructed to the same standards as for public streets, in accordance with the *Engineering Design Standards*.

(2) City Council Action Required. Dedicated streets and rights-of-way shall not be designated or used as private streets and such use is prohibited, except where specific approval is given by action of the City Council for properties within the City's extraterritorial jurisdiction and upon approval of a Specific Use Permit for properties within the City limits. The City Council may add any conditions as deemed appropriate as part of the approval of a Private Street Development.

(3) Private Street Development.

i. Private Street Developments are subject to provisions of the Master Thoroughfare Plan and the Subdivision Ordinance, as it exists or may be amended. Private Street Developments shall

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

only be permitted by the approval of a Specific Use Permit or through a Planned Development District. Private Street Developments shall be restricted to an area that is surrounded on at least three (3) sides, and in any event no less than approximately seventy-five percent (75%) of the perimeter, by natural barriers or similar physical barriers created by man. Examples of natural barriers would be creeks and floodplains. Examples of similar barriers created by man would be a golf course, school location, park, railroad tracks or a limited access roadway. Non-qualifying man-made barriers include screening walls, local roadways, man-made drainage ditches, detention ponds, landscape easements, earthen berms, utility easements and rights-of-way. Private Street Developments may not cross an existing or proposed thoroughfare as shown on the City's adopted *Master Thoroughfare Plan* nor shall a private street development disrupt an existing or proposed hike & bike route.

ii. Private Street HOA Fund. A developer requesting private streets must show that adequate funds will be set aside and held in reserve for private street maintenance and replacement costs by the associated Homeowners Association (HOA).

(4) Connectivity. The *Comprehensive Plan* calls for all plans for development in the City to include a high degree of connectivity within developments and between one development and another. Any proposed Private Street Development adjacent to an existing public street subdivision that can be reasonably connected, including by constructing a bridge or culvert, for example, should not be approved as a Private Street Development. The two adjacent subdivisions should allow cross-connectivity using public streets. This is especially important when one of the two adjacent subdivisions has a school site within the development that will be accessed by both developments.

(5) Criteria for Approval for Private Streets in New Developments. Private Street Developments within the City may be considered through the Specific Use Permit (SUP) process or through a Planned Development District. The Planning & Zoning Commission and City Council shall use any of the following criteria:

i. Non-disruption of planned public roadways or facilities/projects (thoroughfares, parks, park trails, public pedestrian pathways, etc.);
ii. Non-disruption to and from properties of future developments either on-site or off-site to the proposed subdivision;
iii. No negative effect on traffic circulation on nearby public streets;
iv. Not less than one hundred (100) feet of street frontage on which to locate the main entrance gate;
v. No more than two (2) gated street entrances, subject to approval by the Director of Engineering, may face the same thoroughfare;
vi. No impairment of access to and from public facilities including schools or public parks;
vii. No impairment of the adequate and timely provision of essential municipal services (emergency services, water/sewer improvements or maintenance, etc.);
viii. The main entrance to the private street development shall have adequate throat depth to provide for residents, their guests and any accidental access and have an escape aisle for those vehicles not admitted into the subdivision,
ix. Existence of natural and/or qualifying man-made boundaries around seventy-five percent (75%) of the development; and/or
x. Absence of a concentration of Private Street Developments in the vicinity of the requested Private Street Development.

(6) Conversion of Public Streets to Private Streets. The criteria for converting existing public streets to private streets includes all the criteria, issues and procedures involved with new developments, listed above, plus:

i. Submittal of a petition signed by one hundred percent (100%) of the owners in the existing subdivision requesting conversion to private streets;
ii. Existence of a property owners' association that would be responsible for owning and maintaining the converted streets and rights-of-way;
iii. Applicants must agree to contract with the City for the purchase of the installed infrastructure and rights-of-way from the City of Celina at fair market appraised value for cash in full payment, and agree to maintain the infrastructure and rights-of-way at City standards thereafter prior to the approval of the Specific Use Permit;
iv. All documents are subject to the review and approval of the City Attorney; and/or
v. Subsequent to the approval of the Private Street designation, the entire subdivision affected shall be re-platted to reflect the right-of-way ownership changes.

(7) Conversion of Private Streets to Public Streets. The City may, but is in no way obligated to, accept private streets for public access and maintenance. Requests to convert private streets to public streets shall be subject to all of the following provisions:

i. The homeowners' association (HOA) shall submit a petition signed by at least sixty-seven percent (67%) of its members/lot owners (or a greater number of signatures, if required by the HOA documents or declarations).
ii. All of the infrastructure shall be in a condition that is acceptable to the Director of Engineering.
iii. All security stations and other structures not consistent with a public street development shall be removed by the HOA, at its cost, prior to acceptance of the streets and appurtenances by the City.
iv. All monies in the reserve fund for private street maintenance shall be delivered to the City. Money in the reserve fund in excess of what is needed to bring the streets and appurtenances up to City standards will be refunded to the HOA. Private Street developments that exist as of the adoption of this ordinance are not required to deliver a reserve fund balance to the City.
v. The HOA shall prepare and submit a replat to Development Services for review. Upon approval, the HOA shall file the replat to dedicate the streets and appurtenances to the City.
vi. The HOA shall modify and re-file, at its cost, the HOA documents to remove requirements specific to Private Street developments. The City Attorney shall review the modified HOA documents prior to their filing. The HOA shall be responsible for the cost of review by the City Attorney.

(7) HOA Requirements. Private Street developments and the related HOA shall meet all requirements of Section 10.03.079, *HOA Requirements*, of this Ordinance.

(e) **Alleys.**

(1) When Alleys are Optional. Alleys are optional for all single-family residential lots that are equal to or greater than sixty (60) feet in width at the front building line.

(2) When Alleys are Required. Alleys are required for single-family residential lots that are less than sixty (60) feet in width at the front building line. When so utilized, alleys shall be constructed according to design criteria in the *Engineering Design Standards*.

(3) Alleys Required for Single-Family Attached Residences. Alleys are required for all duplex (two-family residences) and townhomes.

(4) Alley Design**.** Permanent dead end and "hammerhead" alleys are prohibited. All alleys shall have adequate turnouts and street entrances such that vehicular traffic flow is continuous and efficient. Where a temporary dead end alley situation is unavoidable (such as due to project phasing), a temporary, paved turn-around bulb or turnout onto a street, either of which will require a

temporary alley easement, shall be shown on the plat.

(5) Street Access when Alleys are Present**.** No driveway shall access a street when an alley is available unless specifically allowed in writing by the Director of Engineering.

(f) **Mews Streets.**

(1) Definition. A mews street is a grassy, landscaped area on which houses or housing units may face in lieu of facing a paved street.

(2) Minimum Width of Mews. The common area of the mews shall be a minimum of forty (40) feet in width.

(3) Fire & Emergency Access. Since fire and other emergency vehicles must access the homes from the alley, the alley shall be a minimum of twenty-four (24) feet in width within a thirty (30) foot right-of-way.

i. The mews alley shall be striped as a fire lane.

ii. Fire hydrants shall be placed in the alley and spaced as they would on any similar residential street.

iii. No parking is allowed within the fire lane.

iv. A rear door to the home shall be provided that is a minimum of thirty-six (36) inches wide and is not through the garage. This door shall have a doorbell or means to alert the occupant.

(4) Maximum Mews Length. The maximum mews length is 500 feet. Minor modifications may be considered by the Fire Department and Director of Engineering.

(5) Garage Set-Back. Garages shall be set back either a minimum of twenty (20) feet to allow tandem parking or a maximum of three (3) feet where no parking, tandem or parallel, is allowed.

(6) Trash Receptacles. Trash receptacles shall be placed on a concrete pad that is outside the limits of the fire lane.

(7) Parking. Additional parking for visitors and delivery trucks shall be provided at the terminus of the mews street.

(8) Vehicle Access. Dead-ended mews streets and alleys are prohibited.

(9) Sidewalks. Sidewalks within the mews street shall be a minimum of six (6) feet in width if located at or near the center of the mews or a minimum of five (5) feet if two sidewalks are provided on each side of the mews.

(10) Side Yards. No side yard shall be paved.

(11) Signage. Wayfinding signs that include address numbers shall be provided at the end of the mews to direct pedestrians to the houses facing the mews.

(12) Addressing. Individual house or unit addressing shall be provided at the entrance to the mews, with an additional street number and street name sign on each house or unit's rear and side façade. Addresses shall be posted on the building prominently. Both wayfaring signs and individual house numbers shall be illuminated for nighttime viewing. All such signage is subject to the discretionary review and approval by the Fire Department.

Sec. 10.03.074..... SIDEWALKS & TRAIL STANDARDS.

Sidewalks are required adjacent to all public streets, shall be provided according to the regulations in the *Engineering Design Standards,* and shall stub out to the adjacent property. No meter valves or drainage inlets may encroach into sidewalks. Bicycle and pedestrian trails shall be a minimum of twelve (12) feet in width and be constructed of an improved surface. Any portion of a sidewalk or trail located on private property shall be shown on the filed plat. Trails and sidewalks shall comply with any City adopted Parks or Trail Plans. Sidewalks perpendicular to and in front of head-in parking shall be a minimum six (6) feet in width to accommodate the over-hang of vehicles. Sidewalks in front of buildings shall be a minimum 10' in width. Any trails near a cul-de-sac or other sidewalk shall provide a connection, including any barrier-free-ramp that may be needed. See also

Section 10.03.084, *Hike & Bike Trail Requirements*.

Sec. 10.03.075..... DRIVEWAYS, FIRE LANES, RETAINING WALLS, & ACCESS.

(a) **Driveways, Generally.** All driveway approaches, curbs, gutters, pavements and appurtenances necessary to provide access to properties shall be provided by the developer, shall be designed, constructed and maintained in accordance with standards in the City's *Engineering Design Standards*, Zoning Ordinance, and Planned Development Ordinance (if applicable to the subject property).

(b) **Driveways, Residential**.

(1) Residential driveway widths and curb cuts shall not be wider than the combined width of the garage door or doors, or the edge of house on driveway past the garage door. In certain large lot cases, additional pad sites may be allowed for vehicle parking, at the discretion of the Director.

(2) Residential tracts smaller than ¼ acre in size may have only one drive per lot.

(c) **Fire Lanes.** Fire lanes are to be designed in accordance with the City's adopted Fire Code and *Engineering Design Standards*. Fire lane easements shall be shown on the Site Plan (see the *Zoning Ordinance*) and on any Conveyance Plat, Preliminary Plat, or Final Plat, and shall be maintained to the City's standards by the property owner. For safety and emergency accessibility reasons during construction, developments other than single-family detached or two-family residential subdivisions shall not be allowed to proceed with vertical structural construction above the foundation prior to:

(1) Completion and City inspection of all fire lanes and fire hydrants on the site (unless otherwise approved by the Fire Chief); and

(2) Issuance of a Building Permit for the structure.

(d) **Retaining Walls**. Any retaining wall over four (4) feet in height requires engineered plans. Contractors shall incorporate a form liner or add a brick or stone façade. Plain concrete retaining walls are prohibited.

(e) **Cross Access & Access Easements.** Vehicular cross access (including the ~~A~~access easement) ~~s~~ shall be provided ~~as directed by the Director of Engineering and Director of Development Services~~. For safety, emergency response purposes, improved value for all tracts, and increased connectivity, cross access between adjacent (single family, non-residential, and multi-family) parcels is required, as determined by staff. Properties that abut an undeveloped tract shall provide a paved stub-out for future connections, including the access easement. Adjacent properties shall be provided cross access, unless the Director of Development Services or the Director of Engineering provides a Minor Modification for a challenging geographical feature (e.g. creek) or for when a single family neighborhood is adjacent to a multi-family or non-residential parcel. All other instances require cross access, including the access easement. Pedestrian cross access is required in all instances, even single family adjacency, except for when a Minor Modification is provided by the Director for a geographic frustration. Life Connected is the guiding principle.

Sec. 10.03.076..... LANDSCAPING & SCREENING ADJACENT TO ROADWAYS.

(a) **Median Landscaping Improvements Required**. Landscaping improvements shall be installed within the medians of all proposed or planned or divided roadways within the city limits as shown on the City Master Thoroughfare Plan. Frontage is wherever a property abuts the right-of-way of the divided thoroughfare, and separate frontages exist on each side of the thoroughfare.

(1) Developer obligation. The subdivider or developer shall be fully responsible for the construction and installation of the required landscaping and maintenance of the improvements for a period of one year. During the first year following installation, the subdivider or developer shall replace any tree, shrub, sod, groundcover or hardscape in substandard condition. Following the first year, the

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

Director of Engineering shall inspect the installation and determine what, if any, plant materials and/or hardscape must be replaced prior to the city taking over maintenance.

(2) Installation or deferment. In the event that the Director of Engineering, in his sole discretion, determines that the installation of improvements at any given time period is impractical due to further road construction or other factors, the subdivider or developer shall pay a fee-in-lieu into an escrow account for future median landscaping and/or maintenance. This fee-in-lieu of installation is collected once from each frontage and described more fully in Section 10.03.075(d).

(3) City participation. At the discretion of the Director of Engineering, the subdivider may install the median landscaping across the full width of the median, and be reimbursed by the City for the landscaping provided for the second frontage at the per linear foot of frontage rate or the actual cost of the improvements, whichever is less, if funds are available.

(4) Plan design burden/escrowed cost. In the case where undeveloped land exists on both sides of a divided public street, the first to develop shall carry the burden of submitting plans for landscaping, hardscape and irrigation of the median, along with escrowing the fee-in-lieu, as described in Section 10.03.075(d). At the discretion of the Director of Engineering, the city or county may contribute to this escrow account in order to facilitate the implementation of the landscape plan.

(5) Installation burden. If the City declines to participate in the immediate landscaping of the median in question, the second to develop will utilize the approved plans (or modify the approved plans with City approval of the modifications) and shall be responsible for the purchase and installation of the median improvements, using the escrowed account from the first developer and shall contribute an equal amount to the overall cost of the median landscaping. In the event that the original escrow amount has fallen short of current material and/or installation costs, the City will make up the difference in cost or the plans shall be modified to be installed within the cost allotted. Any surplus funds shall be placed in the City's landscape maintenance account.

(6) Design. The median design shall be approved by the Director of Engineering and the City may elect to create the design for the landscaped median in house.

(b) **Minimum Requirements for Median Landscaping**.

(1) Only developments or subdivisions abutting or adjacent to a divided roadway, as defined in the Master Thoroughfare Plan, shall be subject to this section.

(2) All trees and plant materials shall be chosen from the City's approved plant list;

(3) One small ornamental tree per forty (40) linear feet of median. Ornamental trees shall be a minimum two-inch (2") caliper and eight feet (8') in height at time of planting and shall be used primarily as accent trees near the median nose and dispersed within the canopy trees;

(4) One large canopy tree per forty (40) linear feet of median, with a minimum of four-inch (4") caliper trunk, and a well-formed canopy that is typical of the species. Canopy trees shall be planted no closer than thirty (30) feet from streetlights located in the median, no closer than twenty (20) feet to an intersection, and no closer than fifteen (15) feet from any overhead electrical line;

(5) Ornamental and canopy trees need not be evenly spaced and may be clustered for a more pleasing aesthetic effect, so long as shade is provided to all pedestrian areas;

(6) A minimum of twenty percent (20%) of the landscaped area shall be planted in evergreen shrubs, ground cover and/or native grasses;

(7) Planting beds shall be separated from turf grass using 14-gauge steel edging to define ground cover beds and reduce weed incursion;

(8) Irrigation installation shall include bubblers or drip irrigation for all canopy and ornamental trees and irrigation to uniformly water the planting beds and shall be equipped with rain-freeze sensors; and

(9) Landscape and installation plans shall be subject to review and approval by the Director of Development Services and the Director of Engineering. The location and placement of landscaping shall conform to the City street design standards and shall be placed to accommodate the ultimate number of traffic lanes, although shrubs, native grasses and ornamental trees may be placed in future traffic lanes if it is determined that these lanes will likely not be constructed in less than ten (10) years.

(c) **Roadway Landscape Easements or Buffers.** Roadway landscape easements/buffers are defined as open, landscaped areas between the property line (right-of-way) and any built structure (vertical or horizontal) on a lot. The roadway parkway is the portion of right-of-way that is typically sodded and kept clear of trees or deep-rooted shrubs since this is often the location of underground or above-ground infrastructure, such as water and sewer lines and electrical wiring, respectively. In some cases, underground utilities will be placed entirely or in part within the landscape easement/buffer and therefore this easement/buffer shall be shown on the associated plat. The following easement standards apply unless a more stringent standard applies due to the lot being located in an overlay district.

(1) Minimum width of landscape easements along roadways.

i. Adjacent to all six-lane divided streets and limited access roadway service roads, as shown on the Thoroughfare Plan, the landscape easement shall be a minimum forty (40) feet wide.

ii. Adjacent to all four-lane divided streets, as shown on the Thoroughfare Plan, the landscape easement shall be a minimum of thirty (30) feet wide.

iii. Adjacent to all other streets called out on the Thoroughfare Plan, the landscape easement shall be a minimum twenty (20) feet wide.

iv. Adjacent to residential streets and other streets not called out on the Thoroughfare Plan, the landscape easement shall be a minimum of ten (10) feet wide.

(2) Setbacks. The following setbacks apply based on zoning district adjacency:

i. Adjacent to single-family district (either attached or detached districts).

a. Any non-residential building that is one (1) or two (2) stories in height shall be setback from the single-family district property line a minimum of forty (40) feet.

b. Any non-residential building that is three (3) stories in height shall be setback from the single-family district property line a minimum of sixty (60) feet.

c. Any non-residential building that is four (4) stories in height or greater shall be setback from the single-family district property line a minimum of ~~eighty (80)~~one hundred (100) feet.

d. Parking and/or drive aisles may be located within these setbacks.

ii. Adjacent to any district other than single-family district. When a non-residential building is adjacent to a similar land use, the setbacks shall be the minimum allowed by the adopted Building Codes and Fire Codes.

(3) Intent & application of the Ordinance. When circumstances exist that may restrict the ability of an applicant to comply with the precise minimum widths referenced above, the Director may allow some flexibility so long as the overall intent of the ordinance is met.

(4) Landscaping & screening within easements or buffers. Street trees, native grasses, sod, and shrubs may be planted within the landscape easement, avoiding conflicts with any utility service, as shown on the approved site plan or concept plan.

(5) Signs located within easements or buffers. Any applicant who places a monument sign within a landscape easement that may also be the location of underground or above ground infrastructure shall be required to allow the City and/or utility company access the facilities located beneath or above the monument sign and must sign an agreement authorizing the City and/or utility company

to carry out needed repairs or replacement with no obligation to rebuild or compensate the owner/applicant for the removal, repair, or loss of the sign.

(d) **Minimum Requirements for Landscaping within Roadway Landscape Easements**.

(1) Landscape easements shall be made up of an attractive mix of sod, native grasses, berms, and trees between the right-of-way and the screening wall.

(2) All trees and plant materials shall be chosen from the City's approved plant list.

(3) One large, canopy tree per forty (40) linear feet of street frontage, with a minimum of three-inch (3") caliper trunk, and a well-formed canopy that is typical of the species. ~~Canopy trees shall be planted no closer than thirty (30) feet from streetlights.~~

(4) One small, ornamental tree per forty (40) linear feet of street frontage. Ornamental trees shall be a minimum two-inch (2") caliper and eight feet (8') in height at time of planting and shall be used primarily as accent trees dispersed within the canopy trees.

(5) Ornamental and canopy trees need not be evenly spaced and may be clustered for a more pleasing aesthetic effect within the landscape easement or buffer.

(6) A minimum of twenty percent (20%) of the landscaped area shall be planted in evergreen shrubs, ground cover, and/or native grasses. Along all vehicular use areas shall be a continuous row of evergreen shrubs.

(7) Planting beds shall be separated from turf grass using 14-gauge steel edging to define ground cover beds and reduce weed incursion.

(8) Irrigation installation shall include bubblers or drip irrigation for all canopy and ornamental trees and irrigation to uniformly disperse water over the planting beds and shall be equipped with rain-freeze sensors.

(9) No drainage retention or detention for the property shall be placed in the landscape easement.

(10) Landscape and installation plans shall be subject to review and approval by the Director of Development Services and the Director of Engineering. The location and placement of landscaping shall conform to the City street design standards and shall be placed to accommodate the ultimate number of traffic lanes, although shrubs, native grasses and ornamental trees may be placed in future traffic lanes if it is determined that these lanes will likely not be constructed in less than ten (10) years.

~~(10)~~(11)At corner intersections, a Subdivision Entrance sign is required for branding.

(e) **Fee-in-Lieu**. Should the Director of Engineering, at his sole discretion, determine that the immediate installation of median or roadway easement landscaping is impractical; a fee-in-lieu of installation shall be collected and placed in escrow at the rate listed in the current Fee Schedule. The fee-in-lieu shall be collected prior to plat filing. Said fees-in-lieu of installation shall be applied to construction, reconstruction, upgrading, and installation of median landscaping of divided roadways within the adjacent median landscape areas and any roadway easement or landscape buffers.

(f) **Refund of Fees**. Any fees not expended within ten (10) years of collection shall be returned to the developer or subdivider who deposited the fees with the City. The time period for the expenditure of fees escrowed with the City for the construction of median landscaping shall not begin to run until such time as the roadway medians have been constructed on such divided roadways, the roadway medians have been accepted by the City, and the roadway medians are ready for standard median landscaping and irrigation. Notwithstanding the provisions of this subsection, the City shall not be required to return fees that have not been expended if roadway medians have not been constructed on divided roadways within the adjacent roadway benefit area thus preventing the purchasing, planting, growing and/or irrigation of the required standard median landscaping and irrigation. (Ordinance 2015-78 adopted 12/7/15)

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(g) **Screening Requirements.**

(1) Screening adjacent to roadways.

i. ~~Non-residential (both commercial and multiple-family)~~Single Family residential land uses adjacent to roadways shall install ~~. A~~a solid masonry screening wall that is ~~required,~~a minimum six (6) foot high and maximum eight (8) foot~~, when used to screen the use from any roadway~~.

ii. Maintenance easement. A three (3) foot wide maintenance easement shall be provided on any boundary line where a required screening wall or devise may be installed currently or in the future, to allow access for repairs or replacement.

iii. Residential fences adjacent to streets~~roadways~~. All wood residential fences that face a street must be minimum of six (6) feet in height and constructed of cedar board-on-board with a decorative cap and support poles facing the inside of the lot. Residential fences that only face the interior of the lot are not required to be board-on-board construction.

iv. Conflict of fences. No parallel, adjacent fencing (i.e. back-to-back fencing) is allowed, nor is the creation of a "maintenance gap" between two fencing devices. When a non-residential use is proposed adjacent to an existing residential wooden fence, the wooden fence shall be removed and the masonry screening wall becomes the mutual boundary line between the properties.

v. When single family residential land uses are adjacent to perimeter roadways that are not part of the Master Thoroughfare Plan, then a 20' wide landscape buffer applies, and enhanced wooden fencing (6' tall cedar, board-on-board fence with a decorative cap, with metal posts on the inside, with periodic masonry columns; all to be maintained by the HOA) may be installed in lieu of the masonry wall. In this instance, evergreen shrubs shall be planted along the enhanced wooden fence in addition to the standard landscaping already required.

~~iv.~~vi. The Neighborhood Vision Book allows for additional options such as decorative metal fencing (with masonry columns and associated landscaping) in lieu of the masonry wall along open spaces, floodplains, cul-de-sacs, and U-shaped streets.

(2) Screening between land uses.

i. Non-residential and multiple-family uses adjacent to single family detached zoning districts or uses.

a. A solid masonry screening wall is required, minimum eight (8) feet in height, along the property line.

b. In some cases, at the Director's discretion, a decorative iron or wrought iron screening walls may be allowed in lieu of a solid masonry screening wall. This decorative iron or wrought iron screening shall have regularly spaced masonry columns~~ to be spaced no greater than thirty (30) feet on center~~, along with medium-sized evergreen plants that will grow to a minimum height of six (6) feet within two (2) years of planting.

c. In some cases, at the Director's discretion, enhanced wooden fences constructed of cedar board-on-board with a decorative cap, and support poles facing the inside of the lot may be allowed.

d. In some cases due to topography or other natural land features, at the Director's discretion, industrial quality metal fencing or welded wire fence panels may be allowed, such as *DesignMaster*® fencing products.

ii. Non-residential uses (including multi-family) adjacent to other similar non-residential zoning districts or uses (including multi-family). No screening wall is required. Perimeter fencing, gates across drive aisles or fire lanes, and other similar devices are not allowed for non-residential or multi-family uses. Celina believes in "Life Connected", which in this instance means fewer barriers, more openness, and more freedom of movement. The Director of Development Services may provide a Minor Modification to this (e.g. industrial use).

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

iii. Uniformity. Each development shall have a uniform screening wall in terms of materials and height, subject to approval by the Director during the site plan process.

iv. Maintenance easement. A three (3) foot wide maintenance easement shall be provided on any boundary line where a required screening wall or devise may be installed currently or in the future, to allow access for repairs or replacement.

~~iv.~~v. Generally speaking, decorative columns should be spaced every 100 linear feet (and at transitions) for masonry walls, decorative metal fences, and enhanced wooden fences for all land uses and situations within the Screening section. Staff may provide minor modifications to this.

(3) Site elements required to be screened. The following site elements shall be screened from the public view:

i. Mechanical & utility equipment.

a. Ground located equipment. A solid masonry "wing" wall of sufficient height to effectively screen the equipment.

b. Roof-mounted equipment. Roof-mounted equipment shall be screened from view from the adjacent right-of-way. Appropriate screening includes wall extensions, such as a parapet wall.

ii. Utility Substations & Tower Facilities. For electric substations, sewer pump stations, communication towers, generator plants, or any other free-standing utility facility, the above ground mechanical equipment shall be screened to mitigate its negative visual impact and safely secure the site. The screening device shall be scaled accordingly to the height, size, scope, and area of the proposed facility, to be no less than six (6) feet in height and might be up to twelve (12) feet in height, subject to discretionary review and approval by the Director. Generally, masonry screening walls are required with the allowance for decorative metal in limited application for visibility, ventilation, and access points. Larger facilities shall also provide large evergreen screening trees every twenty (20) feet on center. Concrete vehicle access shall be provided, in addition to associated easements necessary for development. Any associated utility lines shall be buried, with the exception of regional transmission lines.

~~ii.~~iii. Trash & recycling enclosures. Screening enclosures shall consist of a solid masonry wall or architectural element of the building that is a minimum six (6) feet in height with a solid metal gate (primed and painted) that is to remain closed at all times other than servicing.

~~a. Double trash & recycling enclosures shall be a minimum of twenty-five (25) by fourteen (14) feet in size.~~

~~b.~~a. Single trash & recycling enclosures shall be a minimum of twelve (12) by fourteen (14) feet in size.

~~c.~~b. The number of enclosures required for each development shall be determined by staff.

(4) Screening adjacent to open space, creeks, or other view corridors. Notwithstanding the obligation of a developer to construct a solid masonry screening wall surrounding the property, when portions of that property are adjacent to a dedicated open space, natural land feature such as a creek, or other notable views such as a golf course, the screening shall be decorative iron with regularly spaced masonry columns ~~to be spaced no greater than thirty (30) feet on center~~ or industrial quality metal fencing or welded wire fence panels, such as DesignMaster® fencing products, with Director approval.

(5) Prohibited screening elements. No screening wall visible from a public street shall be:

i. Screening walls shall not be located within any required visibility triangle;

ii. Screening walls shall not be constructed with any of the following materials: Surface painted or coated concrete, chain-link, concertina wire, barbed wire, corrugated metal, or fiberglass panels.

iii. In no case shall a screening wall be placed parallel and in the immediate vicinity of an existing residential fence causing a close back-to-back fence arrangement. When a residential fence exists at the time of commercial development, the required masonry screening wall shall replace the residential fence, with access easements provided for maintenance to be shown on the associated plat.

Sec. 10.03.077 ..... LOT AND BLOCK DESIGN.

(a) **Zoning Compliance.** All lots shall conform to the zoning district requirements, unless located in the ETJ in which they shall comply with any interlocal agreements between the City and Denton or Collin County.

(b) **Residential Lots Adjacent to Drainage Areas.** Lots shall be exclusive of any portion of a natural drainage area (i.e., major creek, stream, tributary, etc.), maintenance access, and/or erosion hazard setback, as defined in Section 10.03.102, *Definitions*. Retaining walls may be allowed on lots adjacent to natural drainage areas, as approved by the Director of Engineering.

(c) **Lot Shape.** The City reserves the right to disapprove any lot which, in its opinion, will not be suitable or desirable for the purpose intended, or which is so oddly shaped as to create a hindrance to the logical lot layout of surrounding properties and/or create an irregular building envelope. The following requirements shall also apply:

(1) Lots shall be generally rectangular in shape; sharp angles between lot lines shall be avoided.

(2) Flag lots are prohibited (See Diagram 10.03.113).

(3) Irregularly shaped lots shall have sufficient width at the building line to meet minimum lot width and frontage requirements for the appropriate zoning district (if applicable), and shall provide the minimum building pad required by zoning without encroachment into front, side or rear yard setbacks or into any type of easement.

(d) **Lot Lines and Legal Buildable Lots.**

(1) Side Lot Lines. Side lot lines shall be generally perpendicular to street right-of-way lines to the greatest extent possible (side lot lines may vary from 80° to 100° angles from the street frontage - see Diagrams 10.03.115 and 10.03.116). The Director of Development Services may grant a minor modification if unusual circumstances exist on the subject property or on adjacent property that make it difficult to comply with this requirement.

(2) Lot Lines and Jurisdictional Boundaries. All lot lines, to the greatest extent possible, shall align along county, school district, and other jurisdictional boundary lines such that lots are fully within one county, school district, or other jurisdiction. The Director of Development Services may grant a minor modification to this requirement if a county, school district, or other jurisdictional boundary line will bisect a lot, provided that the entire residential dwelling or main structure is constructed entirely within one county, school district, or other jurisdiction (i.e., the structure does not "straddle" school district or jurisdictional boundary line even though the lot line may straddle the jurisdictional line).

(3) Legal Buildable Lots. Any portion of a lot that is non-buildable for any reason shall be clearly shown as such on the Preliminary and Final Plats. A typical detail shall be submitted along with the Preliminary and Final Plats, and shall verify that the buildable portion of such a lot can accommodate a dwelling or main structure that complies with applicable City zoning regulations (if located within the City limits) and building codes (if located either within the City limits or the ETJ).

(e) **Lot Orientation Restrictions.** Major and Minor Arterials.

(1) No single-family, two-family, or townhome lots shall front onto or have a driveway onto Major or Minor Arterials or any street with a right-of-way of sixty (60) feet or greater, as described within the *Engineering Design Standards*, unless the house was existing prior to the roadway being designated as such on the City's *Master Thoroughfare Plan*.

(2) No residential lots shall face a Collector or higher designation street.

(f) **Lot Frontages.**

(1) Street Frontage.

i. *Adequate Frontage.* Each lot shall have access to a street (or an approved public way) by having frontage on such a street that is not less than fifty (50) feet at the street right-of-way line, or as otherwise specified in the *Zoning Ordinance* or a Planned Development (PD) Ordinance, if applicable. Lots fronting onto an eyebrow or bulb portion of a cul-de-sac shall also have a minimum frontage of forty (40) feet at the building setback line, unless approved by the Director of Engineering.

ii. *Frontage Exception.* For non-residential developments ten (10) acres or greater, the lots may be platted to a private street or access easement instead of a dedicated street.

(2) Double Frontage.

i. *Single-Family, Two-Family and Townhome Lots.* Double frontage lots are prohibited, except that single-family, two-family or townhome lots may back or side onto a Collector street or larger thoroughfare, as described within the *Engineering Design Standards*, with appropriate screening. Where lots back or side onto a Collector street or larger thoroughfare, no driveway access is allowed onto the thoroughfare from the rear or side of the lot.

ii. *Establishment of Building Lines.* Where any lot has frontage on more than one (1) street, a front building line shall be established for each street, regardless of orientation of the structure.

(3) Lots Facing Other Lots. Whenever feasible, each residential lot shall face the front of a similar lot, or shall face or side onto a park or open space if one exists or is planned (see Section 10.03.081, *Applicability and General Requirements*. In general, an arrangement placing adjacent lots at right angles to each other should be avoided. The Director of Development Services may grant a Minor Variance, in accordance with Section 10.03.086, *Variances*, if unusual circumstances exist on the subject property or on adjacent property that make it difficult to comply with this requirement.

(g) **Lots in Relation to Parks/Open Space/Creeks.** All lots that are located directly across a street from a park/open space shall face or side onto the park/open space, where feasible. For lots or streets adjacent to floodplain or creeks, a minimum of 100' or 10% of street length, whichever is greater, shall be single loaded. Concrete pedestrian connections into the neighborhood should be integrated into the design.

(h) **Large Lots and Tracts.** If the lots or tracts of land in a proposed development are large enough to suggest possible further subdivision in the future, or if portions of the property are not subdivided or developed immediately, then the Preliminary Plat shall show how such large tracts or remainder portions of the property can be subdivided into conforming lots at a later time, and shall also show how streets can be extended and how median openings can be aligned and shared in the future.

(i) **Lot and Block Numbering.**

(1) All lots within each phase of a development are to be numbered consecutively within each block. Each block shall have an alphabetical designation (e.g., "Block A, B, C" etc.). Each lot shall have a numeric designation (e.g. Lot 1, 2, 3, etc.).

(2) Different phases shall begin with different block numbers – in other words, a single block may not

straddle more than one construction phase.

(3) Subsequent replat numbering shall be indicated with an "R" suffix for the first revision (e.g. from Lot 3 to Lot 3**R**) and any additional replatting changes to the lot shall be indicated with a numeric suffix following the "R" designation (e.g. Lot 3R-**1**) and continue numerically as changes occur (Lot 3R-**2**, Lot 3R-**3**, etc.).

~~(3)~~(4) All dwelling units shall be located on an individually platted lot with its own ~~L~~lot number.

(j) **Building Setback Lines.** Building setback lines shall be shown only on residential Preliminary and Final Plats within Celina's ETJ. Building setback lines need not be shown on any plats for commercial development.

(k) **Addressing.** The Director of Development Services, in conjunction with the Geographic Information Systems department, shall assign addresses that are in compliance with standards established by the *U.S. Postal Service*. Only one address shall be issued to each lot, and only one electric meter shall be provided for each address.

(l) **Other Block Requirements.** See the *Engineering Design Standards*.

Sec. 10.03.078..... OTHER SUBDIVISION REGULATIONS.

(a) **Easements.**

(1) Easements Shown on Plats. The type, size, and location of easements shall be determined by the Director of Engineering. All existing and proposed easements shall be shown on the Preliminary, Final Plats, and Replats. All easements shall be labeled on the plat and dedicated for the specific purpose intended (e.g., "City Utility Easement," "City Drainage Easement," "CoServ Electric Easement," etc.).

(2) Off-Site Easements. Off-site easements that are necessary to fulfill City requirements or are required by the City shall be dedicated to the City by the Conveyance Plat or Final Plat and shall be approved as to size and location by the Director of Engineering. In certain circumstances, a separate instrument may be accepted to dedicate required off-site easements, if approved by the Director of Engineering. If the abutting property is already platted, then a Replat of that property shall be required to establish the new off-site easement.

(3) Maintenance Easements. When a retaining wall is proposed for construction, the associated plat must show a minimum three (3) foot maintenance easement on both sides of the proposed wall.

(b) **Reservations.**

(1) Permitted Uses. No land contained in the proposed subdivision shall be reserved for any use other than a use permitted by the Zoning Ordinance for the district in which the land to be reserved is located or for future roadways as shown on the *Master Thoroughfare Plan*.

(2) Designation on Plat. The specific use for which each parcel of land is to be reserved must be shown on the plat by an appropriate label or description. Provision for abandonment of a reservation in the future as may be appropriate must likewise be shown on said plat.

(3) Parks and Open Space. The location and size of parks and open space areas shall be in conformance with this Article 10.03.080, *Parks & Open Space*, and the *Zoning Ordinance*. All areas retained as floodway shall be reserved for public use, unless other provisions are approved by the City Council.

(4) Schools. The location and size of school sites shall be in conformance with the *Comprehensive Plan* and the recommendations of the applicable school district.

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(5) Public Facilities. The location and size of sites for public buildings, major utility facilities, and related community facilities shall be in conformance with the *Comprehensive Plan* and the recommendations of the Director of Development Services.

(c) **Monuments & Markers.**

(1) General Placement. Monuments consisting of a minimum three-eighths (3/8) inch diameter steel rods, at least twenty-four (24) inches in length shall be placed at all:

i. Lot and block corners (wherever a lot line bearing changes);

ii. Intersection points of alley and block lines; and

iii. Curve and tangent points along block, lot, and right-of-way lines within the subdivision.

(2) Subdivision Monumentation. At least two (2) property corners shall be marked with monuments of three (3) dimensional coordinates established from the City's *Engineering Design Standards*. The corners so marked should be at opposing ends of the property unless otherwise approved by the Director of Engineering.

(d) **Subdivision Names.** New subdivisions shall be named so as to prevent conflict or "sound-alike" confusion with the names of other subdivisions. Subdivisions with similar names (e.g., Preston Lakes and Preston Hills) shall be located in proximity to each other, not in different areas of the City. Subdivision names shall be reviewed and approved by the Director of Development Services to ensure that the proposed subdivision name will not cause confusion or misdirection, especially for emergency responders.

(e) **Franchise Utility Policy.**

(1) General Requirements. The Director of Engineering may require easements for poles, wires, conduits, gas, telephone, cable TV, internet, or other utility lines if necessary or advisable in the opinion of the Director of Engineering.

(2) Locations. Utility easements may be located as follows:

i. Utilities shall be located in the alley rights-of-way along the rear property lines of lots or tracts whenever an alley is provided.

ii. Utilities shall be located in easements adjacent to the street rights-of-way along the front of lots or tracts whenever an alley is not provided. Utility easements shall be a minimum width of seven and a half feet (7½') unless specifically reduced by the Director of Engineering.

(3) Ground-Mounted Equipment. Ground-mounted equipment shall not be placed in visibility, access or maintenance easements.

i. All ground-mounted equipment within view of a public street right-of-way shall be screened from the adjacent street by minimum five (5) gallon evergreen shrubs, or larger, placed three (3) feet on center on the side facing the right-of-way, as well as along both sides of the equipment such that it will be fully screened from view from the street.

ii. Planting materials selected shall be such that will grow at least to the height of the equipment height, and will provide a continuous and generally solid/opaque living screen, within two (2) growing seasons from the date planted. The planting material shall be selected from the list of approved materials set forth in the City's Zoning Ordinance.

(4) Installation and Financing. The subdivider shall arrange with the City and with utility companies franchised to serve the area in which the subdivision is located for the construction costs of streets and alleys, utility lines and other public improvements. The subdivider shall also arrange for the sequence of work so that underground utilities shall be installed in those portions of streets intended for vehicular traffic before such streets shall be surfaced. If the several improvements required herein have not been installed or constructed prior to submission of the Final Plat, then the Final Plat shall bear a restriction that no lot shall be occupied and that no municipal services shall be extended thereto until the specified utilities and improvements have

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

been constructed as required.

(f) **Fiber Optic Network Conduit and Fiber Optic Cable**. All residential and multiple-family subdivisions must make best efforts to install fiber optic capability before receiving a Certificate of Occupancy. In addition, the developer must inform the City of the provider chosen to serve the development and specify both the overall speed (minimum 1 GB) and the speed to each individual house or unit.

(g) **Retaining Walls.** On any development, whether residential or non-residential, the slopes located at the perimeter of the property shall be graded so that there shall be no retaining walls necessary between the development being constructed and future adjacent developments, unless approved by the Director of Engineering.

(h) **Amenity Lot Irrigation.** Residential subdivisions containing 500 lots or more shall irrigate their common area lots from on-site wells or detention/retention devices. All open space areas that are not left in a riparian condition shall be irrigated. The Director of Engineering may provide a Minor Modifications for this.

SEC. 10.03.079 ..... REQUIRED SUBDIVISION AMENITIES.

(a) **Description & Definition.** The term "amenity" is defined within Section 10.03.102, *Definitions*, of this Ordinance. This Section may be enhanced by the Neighborhood Vision Book.

(b) **Requirements.** Where amenities are proposed in conjunction with a development, such amenities shall be reviewed and approved in accordance with the following:

(1) Plans and illustrations, along with a written statement of such concepts, shall be submitted for review and approval with the construction plans.

(2) Plans for amenities shall be incorporated into the Screening Plan and Landscape Plans, when applicable, for submittal as part of the construction plans.

(3) Structural elements shall be sealed by a licensed professional engineer and shall be approved by the City.

(4) Any screening or retaining wall shall be located in a common area lot or within a wall-maintenance easement (minimum three (3) feet wide) to facilitate repair as needed.

(5) A Site Plan, reviewed and approved in accordance with the *Zoning Ordinance*, is required for private recreational facilities, amenity centers and parks.

(6) City review and approval of plans for amenities shall be required prior to issuance of a Letter of Final Acceptance for the subdivision improvements (refer to Section 10.03.046, *Inspection, Maintenance & Acceptance of Public Improvements*).

(7) All open space, landscaped areas, common areas, screening walls, subdivision signs, and other amenities proposed and/or built with a residential development shall be owned and maintained by the HOA and shall not be closed, removed from the system, shut down, inaccessible to residents, abandoned, or otherwise discontinued or have operations cease without express approval from the City Council, excluding general and routine maintenance and adjustments for construction projects. Should any private/public financing partnership be in place, the common areas, open space, and amenities may benefit from such lawful financing reimbursements or payments. At no time shall the ownership of any open space, landscaped areas, entry features, common areas or other amenities associated with the development pass to the City, unless specifically approved by the City Council.

(8) Every residential unit must be located within two (2) miles of an outdoor siren early warning system.

(9) Every residential and multiple-family development shall have, at the minimum, security cameras located at entrances to the community.

(c) **Design of Amenities.** The design of amenities shall conform to the following:

(1) Entry features shall be constructed entirely on privately owned property (i.e., not within public right-of-way), and shall not suspend over a public right-of-way, unless otherwise approved by a license agreement approved by the City. The primary entry feature, with identifying monument sign and/or other identifying branding or focal point, shall be placed within a separate HOA-owned (i.e. common area) lot within a divided entry access point. An entry feature having a water pond, fountain, or other water feature shall only be allowed if approved by the Director of Engineering and the Fire Chief.

(2) No entry feature, other than screening walls or extensions of screening walls, may be constructed on any portion of a single-family, two-family, or townhome lots. All such features shall be constructed on lots that are platted as "non-buildable" common-area lots and dedicated to an HOA for private ownership and maintenance.

(3) Entry features shall not encroach into visibility easements or otherwise impair pedestrian, cyclist or driver visibility.

(4) Private recreation facilities, if provided in a development, shall, to the greatest extent possible, be centrally located within the overall development. (See Diagram 10.03.117)

(d) **Homeowners Association (HOA) Requirements.**

(1) Purpose**.** The purpose for the establishment of an HOA (also referred to as "Association") for residential developments is to create an organization that owns and is responsible for maintaining commonly owned properties and amenities including, but not limited to, private rights-of-way, club houses, recreational facilities, open space lots, and riparian areas used for the communal good of the development's property owners and residents. The ownership and maintenance of said property and amenities shall be organized and established to exist in perpetuity.

(2) Applicability**.** An HOA shall be established for any development that contains any of the following: a minimum of six (6) housing units, a private amenity (such as a clubhouse or pool), private street, a major creek or tributary, or thoroughfare screening. For purposes of this section, the terms "Homeowners Association," "HOA," and "Association" are interchangeable with the term "Property Owners' Association" for multi-family and non-residential developments.

(3) Elements Requiring an HOA**.** Any one (1) or more of the following elements created as part of the development shall require formation and continued operation of a mandatory HOA:

i. *Amenities*. Where proposed in conjunction with a development, the word "amenity" shall be as defined in Section 10.03.102, *Definitions*, and shall include, but not be limited to, the following:

a. Amenity center (e.g., private swimming pool, club house, conference or assembly rooms, tennis courts, etc.);
b. Private recreational facility;
c. Entry features, including signage and screening walls and other perimeter fencing;
d. Open space;
e. Ponds and detention features;
f. Water fountains or features;
g. Hike & bike trails; and
h. Other commonly owned facilities.

ii. *Major Creeks*. As defined in Section 10.03.102, *Definitions*, and as generally regulated by Section 10.08.02(j), *Major Creeks*, of this Ordinance, major creeks that run adjacent to or within a subdivision shall be maintained by the HOA.

iii. *Private Streets*. (Also see Sections 14.03.301(i) and (j) of the Zoning Ordinance) As defined in Section 10.03.102, *Definitions*, and as generally regulated by Section 10.03.073(c), *Private*

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

Streets, of this Ordinance, private streets shall be owned and maintained by the HOA. This shall include all infrastructure including streets, alleys, sidewalks and other appurtenances within designated access easements, as well as associated structures as follows:

a. Security station structures and equipment (including gates, access card readers, perimeter security fencing, etc.);
b. Greenbelts; and
c. Other infrastructure necessary for vehicular circulation and neighborhood security.

(4) Maintenance Agreement. All detention facilities shall be owned and maintained by the HOA and the HOA Board shall enter into a maintenance agreement with the City to ensure that adequate maintenance will be forthcoming over the life of the facility.

(e) **Procedure for Establishing an HOA.** The establishment of a required HOA shall occur in conjunction with the recordation of the subdivision Final Plat, and shall generally be established as follows:

(1) Documents Submitted for Review. The declaration, covenants and other necessary documents establishing the HOA shall be submitted to the City for conformance with this and other applicable ordinances prior to submission of the Final Plat, and prior to issuance of a Letter of Final Acceptance for the development. HOA documents shall include descriptions of any amenities, private streets, stub streets, thoroughfare screening, major creeks or tributaries, and other areas or structures for which the Association has maintenance responsibility, and shall outline the organization and board of the Association.

(2) Approval by City Attorney. All HOA documents shall be reviewed by the City Attorney prior to recordation of the Final Plat. The applicant shall reimburse the City for all related legal costs incurred by the City for review of the HOA documents. This reimbursement shall be paid in full prior to recordation of the Final Plat.

(3) Recordation. All HOA documents shall be recorded in Denton or Collin County prior to or with the recordation of the Final Plat. All copies of the HOA documents shall be submitted to Development Services along with the appropriate County fees and current tax certificates (with raised seals) for staff to complete the Final Plat recordation process.

(4) Additional Phases. An additional phase to an existing subdivision is not required to establish a separate and distinct HOA, provided that:

i. The existing, recorded Association documents are amended to incorporate the area of the new subdivision phase and to adopt the responsibility of its amenities, private streets, major creeks and tributaries, thoroughfare screening, and other areas for which the HOA is responsible for maintenance.
ii. The applicant shall provide a draft of the amended covenants to the City Attorney for review prior to the recordation of the associated plat.

(5) Revisions to HOA Documents. As revisions are made to the HOA documents, a copy of the revised documents shall be forwarded to the Director of Development Services for the City's files.

(f) **Notice to Purchasers.** The developer shall be required to post notice in a prominent place at all model homes and sales offices stating the following:

(1) That an HOA has been established for the subdivision;
(2) That membership in the HOA is mandatory for all lot owners;
(3) That the developer and/or builder is required to provide to any potential buyer, upon their request, a complete copy of the Association documents and a five (5) year projection (at a minimum) of HOA dues, income, and expenses; and
(4) Any other assessment on the property which may have resulted from a PID, TIRZ, or other public/private financial agreement with the City, including the duration of said assessment and

manner of collection.

(g) **General Requirements.** The following shall be set forth in the HOA documents:

(1) A statement that membership in the Association is mandatory for all owners of property within the subdivision;

(2) A listing of all required maintenance responsibilities, and where possible, the lot numbers, legal descriptions, street names, etc. as shown on the approved plat for areas to be the responsibility of the Association;

(3) By-laws related to the governance of the Association;

(4) Covenants for maintenance assessments, which shall run with the land;

(5) Responsibility for liability insurance and local taxes;

(6) Statement that the authority for enforcement of Association rules and regulations is solely the responsibility of the Association and is not, in any way, the responsibility of the City;

(7) Authority for the Association to secure funds from its members sufficient to meet its responsibilities. This authority shall include the ability to collect dues, to increase dues, to charge special assessments (such as fees associated with a Public Improvement District), and to place liens against property for failing to pay dues, assessments, and fines.

i. Dues shall be calculated based on a cost projection for the maintenance of all amenities and based on eventual build-out of the subdivision;

ii. Dues shall not be based on calculations which include monies from the developer which will not be provided following the transfer of the Association from the developer to the lot owners.

iii. Dues shall be required to be disclosed to all lot owners at the time of property purchase by the lot owners.

(8) Provision that no amendment of the Association documents relating to maintenance of amenities, private streets, major creeks and tributaries, thoroughfare screening, any other Association-maintained area or facility, or related reserve funds (as applicable) shall occur without prior City approval;

(9) Written release of liability for maintenance to benefit the City; written indemnification of the City outlining that under no circumstances shall the City be liable to the Association or any individual property owner or their respective heirs, executors, administrators, devisees, personal representatives, successors or assigns for any damages, injuries (including death), and/or liability resulting from any amenity, on the private streets, within or adjacent to any Major Creek or tributary, associated with any thoroughfare screening or common landscaping, or from any other Association-owned and maintained area or facility;

(10) Written assurance of adequate funds based on an accredited cost projection analysis within a specific reserve account of the Association for the maintenance and removal of amenities as determined by the City; and

(11) Written consent giving the City the authority to take appropriate actions for violations as set forth in Section 10.03.079(h), *Violations, Revocations and Liens*.

(12) Other City requirements as applicable.

(h) **Supplementary Requirements.** The HOA shall also comply with the following regulations, where applicable:

(1) Compliance with the *Zoning Ordinance*. Association documents shall not overrule the landscaping or other provisions of the *Zoning Ordinance* by penalizing or restricting water conserving landscapes, or by requiring landscape materials that do not comply with *Zoning Ordinance* landscape requirements.

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(2) Compliance with the *Neighborhood Design Guidelines*. Association documents shall comply with the adopted *Neighborhood Design Guidelines*.

(3) Amenities. The following regulations shall apply to any subdivision that includes an amenity, as described in Section 10.03.078, *Required Subdivision Amenities*, and defined in Section 10.03.102, *Definitions*:

i. Where amenities are proposed in conjunction with a development, the applicant shall comply with those regulations outlined in Section 10.03.078, *Required Subdivision Amenities*, of this Ordinance.

ii. All developments that require the provision of common open space shall submit covenants to maintain open space, recreational areas, and other commonly owned facilities for review with the Final Plat application.

(4) Private Streets. Whenever a public street becomes private following plat recordation, an HOA is required to be established, if not already in existence, that would be responsible for owning and maintaining the converted streets and rights-of-way. The following regulations shall apply to any subdivision that includes private streets, except those that exist prior to the effective date of this Ordinance.

i. The Association shall own and be responsible for the maintenance of private streets and appurtenances (such as alleys, storm sewers, sidewalks, barrier-free ramps, street lights and signs, etc.) and shall provide for the payment of dues and assessments required to maintain the private streets and appurtenances.

ii. The Association documents shall state that if the approval of the Specific Use Permit for the Private Street Development is revoked or the private streets are otherwise converted to public streets, the reserve fund shall become the property of the City (see the City's *Engineering Design Standards* for conversion process).

iii. In addition to any other requirements set forth in this section, the HOA's documents shall specify the following:

a. That the streets within the development are private, that they are owned and maintained by the Association, and that the City has no obligation to maintain, repair or reconstruct the private streets.

b. A statement that the City may, but is not obligated to, inspect private streets and require repairs necessary to ensure that the same are safe for travel and are being maintained to City standards.

c. A statement that the Association may not be dissolved without the prior written consent of the City Council, which consent shall not be withheld by the City if it determines that an adequate reserve fund exists, and the streets and alleys are in satisfactory condition for conversion to public streets, as determined by the Director of Engineering.

d. That failure to bring the subdivision into compliance with these regulations may cause the City to revoke the approval or the Specific Use Permit for the Private Street Development and take appropriate action.

iv. The HOA documents shall note that certain City services may not be provided in Private Street Developments. The services that may not be provided include, but are not limited to: police enforcement of traffic and parking ordinances and preparation of accident reports. Depending on the characteristics of the proposed development, other services may not be provided.

v. The HOA documents shall contain a provision that requires the Association to provide unrestricted access to emergency vehicles, utility personnel, the U.S. Postal Service, and governmental employees, agents or representatives in the performance of their official

duties. All access gates shall be designed and constructed in accordance with emergency access design standards listed in the *Engineering Design Standards*, and shall be equipped with an emergency access controlled gate opening system (e.g. Opticom® or Knox-Box®) or with another emergency operating system that is acceptable to the Fire Chief.

(5) Major Creeks, Tributaries, Ponds and Water Features (100-Year Floodplain). For single-family and two-family residential developments, the area within the 100-year floodplain shall be owned and maintained by a Homeowners Association, subject to City approval. The Final Plat shall reflect, and the Association documents shall provide:

i. City access for emergency vehicles, equipment and personnel and for the improvement and maintenance of the 100-year floodplain in the event they are not being properly maintained, as determined by the Director of Engineering; and

ii. Should the Association fail to maintain the floodplain area to the standards of the City, the Association shall reimburse the City for all costs incurred by the City for adequate maintenance.

(i) **Violations, Revocations & Liens.**

(1) The City will notify the HOA of violations of any of the regulations specified within this section.

(2) Failure to bring the subdivision into compliance with these regulations may cause the City to revoke the specific approval of the Association or take other remedies outlined in this section.

(3) The City shall have all liens, assessments and enforcement rights granted therein to the Association, and the City shall have the ability to enforce the liens and assessments, and avail itself of any other enforcement actions available to the City pursuant to State law and/or City regulations.

(4) Should the Association fail to carry out its duties as specified in this Ordinance, the City shall have the right and ability, after due notice to the Association, to perform the duties required by this or any other Ordinance, regulation or agreement with the City in order to bring the Association into compliance therewith. The City shall have the right and ability, after due notice to the Association, to assess the Association for the full amount owed and/or assess the property owners on a pro rata basis for all costs incurred by the City in performing said duties if the Association fails to do so. Said assessment shall constitute a lien, in favor of the City, upon the properties for which the assessment is made.

Article 10.03.080 ..... PARKS & OPEN SPACE

SEC. 10.03.081 ..... PARK LAND REQUIREMENTS FOR NEW RESIDENTIAL DEVELOPMENTS

(a) **Purpose**. This Section is intended to meet the goals and objectives of the City to meet the additional needs created by new residential development.

(b) **Scope**. The provisions of this Article shall apply to all new residential development within the City for which a Final Plat or Preliminary Plat is required to be submitted to the City for approval.

(c) **Exemptions**. The provisions of this Article shall not apply to the following:

(1) Senior living facilities and senior care facilities, including assisted living facilities, senior congregate care facilities, memory care facilities and nursing homes. However, independent living and retirement communities or age-restricted housing developments shall be subject to the provisions of this Article.

(2) Residential development for property to be located on a lot of record that was approved prior to the effective date of the ordinance from which this article derives.

(3) A record plat, minor plat, or replat which was approved prior to the effective date of the ordinance from which this article derives.

(4) Residential development constructed or to be constructed in accordance with a building permit issued prior to the effective date of the ordinance from which this article derives.

(d) **Park Design Requirements**: ~~Neighborhood~~ Open Space **and Linear Parks and Connections to** ~~Parks~~City**.**

(1) Parks must be easy to access and open to public view to benefit area development, enhance the visual character of the City, protect public safety and minimize conflict with adjacent land uses.

~~(1)~~(2) Usable open space (which must be platted as an HOA X lot) shall have one (1) large canopy tree planted every 5,000 square feet. Staff may authorize minor modifications for tracts with extensive perimeter ROW tree requirements, tracts with extensive tree cover, or for areas intended for active recreation or detention.

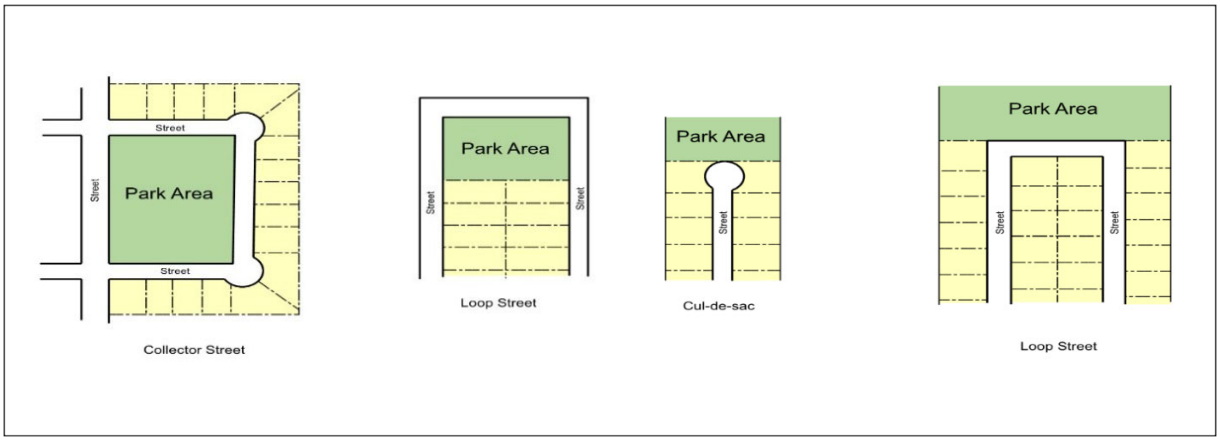
~~(2)~~(3) The following standards shall be used in designing parks and adjacent development:

i. Where physically feasible, parks shall be bounded by streets, or by other public uses (*e.g.* a school, library, recreation center).

ii. Where residential lots are directly adjacent to a park, lots must be oriented to side and not back to the park. In this instance, cul-de-sac and looped streets must be used to access the lots and park.

iii. Residential lots may back to a park, open space, or greenbelt only when the site's physical

character (e.g., shape, topography, drainage) does not reasonably permit an alternative



design or the layout of the subdivision complements the use of the park (*e.g.*, lots backing to a golf course). Lots backing to a linear park, neighborhood park, or natural drainage corridor shall only be allowed upon ~~a recommendation from~~approval by the City Manager or designee ~~and approval by the Planning & Zoning Commission~~.

iv. A proposed subdivision adjacent to a park may not be designed to restrict reasonable access to the park from other area subdivisions.

v. Street connections to existing or future adjoining subdivisions may be required to provide reasonable access to parks.

vi. Alleys shall not abut a park.

vii. Public access to a park shall not be less than fifty (50) feet at the curb and in width to the Base Floodplain and/or Maintenance and/or Access Dedication and shall not be part of a residential lot. The Developer shall install a Hike & Bike trail connection from the street to the Hike & Bike trail/park prior to final acceptance of the subdivision. This trail must be blocked from motor vehicle traffic. However, the Developer may request to escrow funds for the contracted amount prior to final acceptance of the subdivision with City approval. The escrow amount will remain in place until the trail has been completed and accepted by the City.

viii. A twenty-five (25~~0~~) foot level surface shall be provided for all public Hike & Bike trails. The twenty-five (25~~0~~) foot wide level surface can be provided within and/or outside of the Base Floodplain and/or Access Dedication. The parkway for the public street may count towards the twenty-five -(25~~0~~) foot wide level surface.

ix. All proposed Hike & Bike trails shall be shown on the Preliminary Plat. The Parks and Recreation Department shall make the final determination of the placement of the public Hike & Bike trail at the time of the Final Plat.

x. No development shall interrupt future trail routes or otherwise hinder efficient public access to or from an existing or future planned trail. Gated and other limited access developments shall be designed such that they facilitate, and do not impede, through public access, emergency ingress and egress, usage and enjoyment of public trails.

xi. Streets abutting a park shall be built in accordance with the Thoroughfare Plan, the standards of this Ordinance, and all other applicable construction standards and/or ordinances, as they exist or may be amended. However, the City may require any residential street built adjacent to a park to be constructed to collector street width to ensure access and prevent traffic congestion.

a. When park land is acquired, the City shall reserve sufficient land to provide the additional

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

right-of-way required for an abutting collector size street, sixty (60) feet of right-of-way, unless otherwise approved by the City.

b. The proposed street alignment fronting on City parks is subject to City approval. Land owners shall also provide street access to all Major Creeks and/or Access Dedications.

Sec. 10.03.082..... PARK LAND DEDICATION REQUIREMENTS.

(a) **Land Conveyance or Payment in Lieu of Land Required**. The owner of any property to be developed for residential or multiple-family purposes shall convey land for park purposes or make a payment of money in lieu of land, or a combination of both, to the City at the time of platting to provide for the recreational needs created by such development, in accordance with the provisions of this article (the "park land dedication fee").

(b) **Proposed Number of Dwelling Units**. All plats, lots of record, replats, site plans or proposed improvements of land for new residential development shall indicate the number of proposed dwelling units to be constructed or placed within the development on such plat, lot of record, replat, or site plan.

(c) **Determination or Requirements**. In reviewing any lot of record, plat, site plan, or proposed improvements of land for a new residential development (including townhome or multi-family developments), the City Manager or designee shall make a determination of whether a conveyance of land, payment of money in lieu of land or a combination of both shall be made to meet the requirements of this article.

(d) **Factors Considered**. In making a determination of which type of dedication, or combination thereof, shall be made, the City Manager or designee shall evaluate what would be in the best interest of the City, based upon relevant factors that may include, but not be limited to, the following:

(1) Whether the proposed land to be conveyed for park purposes would be suitable as a regional, ~~neighborhood,~~ linear, community, school, or other city park;

(2) Any adopted park plan or sub-area plan for the area in which the development is located;

(3) Whether the proposed land to be conveyed for park purposes is adjacent to an existing or proposed school site.

(4) Whether there is sufficient existing public or private park land in the area of the proposed development;

(5) Whether the park needs of the area where the proposed development is located would be best served by expanding or upgrading existing parks;

(6) Whether the land is located adjacent to a greenbelt park which is intended to be preserved in its natural state; ~~and~~

(7) Whether the development of a park in the location proposed reflects the guidelines of the *Comprehensive Plan*; and~~.~~

~~(7)~~(8) Whether there is a significant natural resource on the site that should be preserved and/or protected through parkland dedication.

(e) **Dedication: Conveyance of Land Requirements.** The City Manager or his designee shall make the determination regarding whether a conveyance of land shall be accepted in whole or in part or whether it would be more beneficial to the City to accept the market-based cash equivalent. When the City elects to accept the conveyance of land to meet the Park Land Dedication requirement, the following provisions shall apply:

(1) Amount.

i. The required conveyance of land shall be one (1) acre of land per fifty (50) residential single-family units, or a dollar amount per square foot of the land in lieu of land dedication, as listed in the Master Fee Schedule.

ii. The required conveyance of land for multi-family units shall be a flat per unit fee, as listed in

the Master Fee Schedule.

(2) Manner and Method. Plats required to be submitted to the City for approval shall show thereon a fee simple conveyance to the City of the land required for park purposes as a condition to approval of such plat by the Commission. The City may further require the conveyance of the park property by general warranty deed. As a condition to acceptance of the plat or deed by the City, the Subdivider shall provide the City with an owner's title policy of insurance in an amount equal to the value of the land conveyed, which amount shall be determined by the City.

(3) Credit for Private Recreation Facilities. Where private recreation facilities are built for the residents for the subdivision or development, a credit may be granted with a recommendation from the City Park Board and approval by the City Council. The value of these private recreation facilities shall be determined by the City Council, but shall not exceed fifty percent (50%) credit of conveyance, and must make the facilities open to the public.

(4) Credit for Prior Dedications. Where a gift of land was made prior to the effective date of the ordinance from which this article is derived by the owner of land required to convey land under the provisions of this article, the former gift of land shall be credited on a per-acre basis toward the required conveyance provided by this article when the City Council finds that:

i. The gift was made within five (5) years of the effective date of this ordinance;
ii. The land given was within one-half mile of the new development for which land is required to be conveyed;
iii. The land given is not being presently used for purposes incompatible with park purposes and is suitable for park purposes; and
iv. A credit may be given for on-site improvements that are compatible with long-range development plans for the proposed park.
v. The credit provided for herein shall not be transferable and shall only be given to the donor of the land who is the owner of the property being developed for which a conveyance of land is required by this article, unless said prior conveyances were included as a part of an executed facilities and/or development agreement between the City and the developer.

(5) Credit for Conveyance of Floodplains. In cases where floodplain and or property is proposed to be conveyed to satisfy the Park Land Dedication requirements, a credit will be given based upon the following formula or ratio: three (3) acres of floodplain shall equal one (1) acre of land outside the floodplain, if approved by the Park Board.

(6) Suitability of Land for ~~Neighborhood~~ Regional Parks, Linear Parks, Community Parks, School ~~or Linear~~ Parks, or Other City Parks. The Park Board shall be the arbiter of what land is suitable for park land dedication, subject to final approval by the City Council. A proposed conveyance of land shall not be considered suitable for Neighborhood Parks, Community Parks, or Open Space purposes if it has one or more of the following characteristics:

i. Located within the 100-year floodplain, as shown on the latest flood insurance rate map or Floodplain Ordinance adopted by the City on which the Federal Emergency Management Agency (FEMA) has delineated both the areas of special flood hazard and the risk premium zones applicable to the community. The City may accept no more than the twenty percent (20%) floodplain land, unless a greater percentage of land within the floodplain is determined in the best interest of the City.
ii. The proposed dedication is less than seven and a half (7.5) acres for a ~~neighborhood~~ school park or less than twenty (20) acres for a community park, unless the proposed dedication is located in such a manner in which it could be combined with other dedications to create a park of adequate size.
iii. It has unusual topography or slope or has utility easements that render it unsuitable for

organized recreational activities or passive park needs, depending on the City's intended use for the property.

iv. It does not, or would not, front an improved public street or would not be readily accessible, in whole or in part, to the public.

(f) **Dedication: Payment in Lieu of Land Provisions.** Where the City Manager or designee determines that a payment of money in lieu of land shall be made, the following provisions shall apply:

(1) Determining the Amount of Payment.

i. Any payment of money required to be paid shall be in an amount equal to the average per-acre value of the whole property included within the residential development or the amount set forth in the Fee Schedule, as it currently exists or may be amended, whichever is greater.

ii. In determining the average per-acre value of the total land included within the proposed residential development, the City Manager or designee may base its determination on one or more of the following:

a. The most recent appraisal of all or part of the property made by the county central appraisal district; or

b. Confirmed sale prices of all or part of the property to be developed, or comparable property in close proximity thereof, which has occurred within two (2) years immediately preceding the date of determination; or

iii. Where, in the judgment of the City Manager or designee, Section 10.03.082(f)(1)(i) or 10.03.082(f)(1)(ii) above would not, because of changed conditions, be a reliable indication of the current value of the land being developed, an independent appraisal of the whole property obtained by the City and paid for by the Developer; or

(2) Time of Payment. Any payment of money required herein shall be paid as a condition to the approval of any Final Plat or replat. Payment shall be made prior to the filing of the plat unless otherwise stated in an agreement approved by the City Council.

(3) Park Land Dedication Fund. All cash payments paid to the City in accordance with this Section shall be deposited in a separate Park Land Dedication Fund. The City shall account for all such payment with reference to each development for which the payment is made.

(4) Use of Funds. Any payments made to the park development fund must be used for the acquisition and development of parks, Hike & Bike trails, or public open space located within the City.

(g) **Compliance, Penalties, Sanctions and Redeterminations**.

(1) Requirements to be Satisfied Prior to Development. It shall be unlawful for any person who is required to convey land, or pay money in lieu of land, as required by this article, to begin, or allow any other person or contractor to begin, any construction or improvements on any land within any development to which this article applies until the required conveyance of land or payment of money in lieu of land is made to the City in accordance with this article.

(2) Permits and Services to be Withheld. No building permits shall be issued for, and no permanent utility services shall be provided to any land within any land within any development to which this article applies until the required conveyance of land or payment of money in lieu of land is made to the City in accordance with this article.

(3) Redetermination of Requirements for Proposed Additional Dwelling Units. After the City Council has made a determination of the requirements of this article, or after the requirements of this article have been met, based upon the proposed number of residential dwelling units for any land to which this article applies, any person who desires to construct a number of dwelling units in excess of the number of dwelling units for which the requirements of this article were determined or met must submit to the City Council a revised calculation for the total number dwelling units in

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

the development. If the additional number of dwelling units changes the density of the development, a zoning change may be required. If the additional dwelling units are accepted by the City through a process determined by the City Manager or his designee, the developer shall either convey the additional park land through a plat or replat or shall pay a fee in lieu of park land for the additional dwelling units at the issuance of the first building permit for all the additional units, regardless of whether all of the units are being constructed at one time.

Sec. 10.03.083 ..... PARK IMPROVEMENT FEES

(a) **Purpose**.

(1) A park improvement fee ("park fee") is hereby imposed on residential development for the purpose of ensuring that ~~City,~~regional, linear, community, ~~neighborhood~~school, or other city park facilities~~, and linear park facilities~~ are available and adequate to meet the needs created by new residential development.

(2) The park fee is imposed in conjunction with and in addition to requirements for the dedication of ~~neighborhood~~ open space and linear park land and the construction of ~~neighborhood~~ open space and linear park improvements for which contributions the Property Owner may be reimbursed from proceeds of park fees imposed, as provided in Section 10.03.083(f), *Use of Park Improvement Fee*.

(3) Park improvement fees are collected on a per unit basis prior to the issuance of a building permit and are listed in the Master Fee Schedule.

(b) **Applicability of Park Fee**. In all cases in which parkland is dedicated or cash is paid in lieu of parkland dedication, the subdivider shall also pay to the City a sum of money, as set forth by Section 10.03.083(d), *Amount of Park Improvement Fee*. This subsection does not apply to activities involving the replacement, reconstruction, remodeling, rehabilitation or other improvements to an existing residential structure, or to the rebuilding of a damaged structure or to permits required for accessory uses, unless such activity results in a change in the type or increase in the number of dwelling units.

(c) **Imposition of Park Fee**. Imposition of the park fee does not alter, negate, supersede or otherwise affect any other requirements of City, county, state or federal legislation or regulations that may be applicable to a residential development, including City zoning and/or subdivision regulations that may impose open space and park requirements and standards.

(d) **Amount of Park Improvement Fee**. The established park fee for single-family, duplex, townhome and multifamily dwelling units as listed in the Fee Schedule.

(e) **Timing and Processing of Park Improvement Fees**.

(1) The park improvement fee shall be a paid by the home builder prior to the issuance of a Building Permit.

(2) The amount of the park improvement fee for single-family, two-family, and multi-family units is set forth in the City's Master Fee Schedule, as it currently exists or may be amended.

(3) All park improvement fee payments shall be segregated in a separate fund to be spent only for the improvement of park facilities, funding of staff, or purchase of park land within the City.

(4) The City shall maintain and keep financial records for park improvement fees, which shall show the source and disbursement of all fees collected.

(f) **Use of Park Improvement Fees**. Park fees must be used for the following purposes:

(1) To acquire, develop, and provide equipment for Parks.

(2) To repay Developers for the reasonable costs of any park improvements constructed and accepted by the City.

(g) **Additional Voluntary Park Improvements**. A developer may request permission to construct, at his own

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

expense, additional park improvements. The City may accept or reject voluntary dedications of park land and/or additional park improvements. ~~Such voluntary dedications and/or improvements shall be considered for approval by the Park Board.~~ All improvements in public parks and open spaces shall be consistent with the design criteria and objectives of the City and any adopted park plan, and shall, upon installation, become the property of the City. Prior to constructing such additional park improvements, the developer shall enter into a development agreement with the City that defines, among other things, the work to be performed, construction schedules, improvement costs, performance surety, the amount to be reimbursed by the City (if any), and the timing of such reimbursement (if any).

(h) **Appeals and Variances**.

(1) The Developer may appeal the following decisions of the City Manager to the Board of Adjustment:

i. The applicability of the park fee;

ii. The amount of the fee due; or

iii. The amount of refund due, if any.

(2) The Developer must file a notice of appeal with the City Council within thirty (30) days following the determination by the City Manager. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Attorney in an amount equal to the park fee due as calculated by the City Manager, the development application shall be processed. The filing of an appeal shall not stay the collection of the fee due, unless a bond or other sufficient surety has been filed.

(3) The Board of Adjustment may grant variances from any requirements of this Chapter, upon written request by a Property Owner, following a public hearing, and only upon a finding that a strict application of such requirement would result in a substantial hardship that is not common to similarly situated property owners.

(i) **Park Fee as Additional and Supplemental Requirement**. The Park Fee is in addition and supplemental to and not in substitution of Park Land dedication or fees in lieu of land conveyance, or any other requirements imposed by the City on the residential development of the land.

Sec. 10.03.084.....HIKE & BIKE TRAIL REQUIREMENTS.

(a) **Hike & Bicycle Trail Master Plan.** Hike & Bike trails located within or adjacent to the development shall be constructed at the developer's expense in accordance with any adopted master plan, and as amended.

(b) **Requirements.** Hike & Bike Trails, especially those providing access to and along a Major Creek and other open spaces, shall be in accordance with the following design criteria unless otherwise approved by the Director of Parks & Recreation and the Director of Development Services:

(1) A minimum twenty-five (25) foot wide level ground surface shall be provided for a twelve (12) foot wide public Hike & Bike trail, where required. The twenty-five (25) foot wide, level ground surface may be provided within and/or outside of the 100-year floodplain.

(2) The parkway of a public street may count toward the twenty-five (25) foot wide, level ground surface, upon approval of the Director of Parks & Recreation.

(3) Low water crossings for the Hike & Bike trail may be allowed upon approval from the Director of Engineering and the Director of Parks & Recreation.

(4) The Hike & Bike trails shall be designed so as to minimize visibility blind spots from public streets for public safety purposes.

(5) Construction plans for the development shall include engineered drawings of trail cross-sections in accordance with the City's *Engineering Design Standards*. Trail geometric design, signage, and safety measures shall be in accordance with AASHTO standards.

(6) Hike & Bike trails shall be shown on the Final Plat and dedicated as "trail easements."

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(7) Sidewalks and streets, including cul-de-sacs, adjacent or near a trail shall provide a concrete pedestrian connection to the trail, including any necessary barrier free ramps and bollards.

~~(6)~~(8) All sidewalks shall be adequately lit for public safety purposes and shaded.

(c) **Locations & Easements.** Locations of all trails shall be consistent with the locations designated in any adopted master plan, and are subject to approval by the Director of Parks & Recreation and the Director of Development Services.

(1) The Director of Parks & Recreation and the Director of Development Services shall have the authority to determine the placement of future Hike & Bike Trails at the time of Conveyance Plat or Preliminary Plat review and approval.

(2) No development shall interrupt future trail routes or otherwise hinder efficient public access to or from an existing or future planned Hike & Bike Trail. Gated and other limited access developments shall be designed such that they facilitate, and do not impede, through public access, emergency ingress and egress, usage, and enjoyment of public trails.

(3) Residential developments that own, by means of an HOA, open space, must provide a minimum 25' wide pedestrian access easement to allow future Hike & Bike Trails to transverse the property that have plantings and irrigation.

(d) **Trails Along Major Creeks & Greenways.**

(1) Hike & Bike trails shall be located adjacent to Major Creeks or greenways whether shown on the master trails plan or master parks plan or not. These trails shall be staked in the field by the developer, provide stub outs to any local sidewalk system and approved by both the Director of Parks & Recreation and the Director of Development Services prior to the submittal of a Conveyance Plat or Preliminary Plat.

(2) The location of the trail shall be specified on the Conveyance Plat or Preliminary Plat as the approved location for the Hike & Bike trail, and an easement for such shall be shown on the Conveyance or Preliminary Plat and the associated Final Plat for any portions of the trail that traverse private property.

(e) **Trails in Relation to Golf Courses.** When a trail system is extended through a golf course, improvements shall be made to protect and provide separation between users of the trail system and the golfers, at the developer's expense. Such improvements include, but are not limited to, a series of berms and trees to help protect trail users from airborne golf balls. Upon approval of the Director of Parks & Recreation and the Director of Development Services, a golf cart path of sufficient width to accommodate both golf carts and bicycles may serve as a trail.

(f) **Future Trails and Access for New Developments.** When development is adjacent to an undeveloped property, a pedestrian access stub-out in conjunction with a street connection to the edge of the development shall be required to allow for future access between developments.

ARTICLE 10.03.085.... RELIEF PROCEDURES

Sec. 10.03.086..... VARIANCES & MINOR MODIFICATIONS.

(a) **Purpose.** The purpose of these relief procedures is to allow an applicant to differ from a particular standard or requirement of this Ordinance that would substantially limit the applicant's ability to utilize the land in a manner requested.

(1) The rules and regulations of this Subdivision Ordinance are the standard requirements of the City. Suspension of any of these rules and regulations may be granted upon a good and sufficient showing by the applicant that there are special circumstances or conditions affecting the property in question, or that enforcement of the provisions of this article will deprive the applicant of a substantial property right and that such suspension, if granted, will not be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity.

(2) Each and every application for Variance shall be decided solely and entirely on its own merits and the disposition of any prior or pending application for Variance shall not be allowed to enter into or affect any decision on the application in question.

(3) Pecuniary interests (i.e. financial issues) standing alone shall not be justification for the granting of a Variance.

(b) **Definitions of Levels of Relief.** The Director of Development Services shall be responsible for classifying any relief procedure as "minor" or "major." Minor modifications may be acted upon by the Director of Development Services or the Director of Engineering. Variances, as required by State Law, and as defined in Section 10.03.102, *Definitions*, of this Ordinance, require consideration by the Board of Adjustment.

(c) **Decision-Makers & Appeals.**

(1) Minor Modifications. A minor modification is acted upon by the Director of Development Services or the Director of Engineering. An appeal to a decision on a minor modification by the Director of Development Services or the Director of Engineering (as applicable) shall be considered by the Board of Adjustment. The Board of Adjustment will be the final decision maker.

(2) Variances. A variance is acted upon by the Board of Adjustment. An appeal to a variance decision by the Board of Adjustment shall be considered by a District or County Court.

(d) **Applicability.**

(1) An applicant may request relief from a particular standard or requirement applicable to a Conveyance Plat, Preliminary Plat, Construction Plans, Final Plat, or a Replat. The relief petition shall be specific in nature, and shall only involve relief consideration for one particular standard or requirement. An applicant may, if desired, submit more than one relief petition if there are several standards or requirements at issue.

(2) A petition for relief shall not be accepted in lieu of a vested rights petition (Section 10.03.087, *Vested Rights*). If there is a question as to whether a vested rights petition is required instead of a petition for relief, such determination shall be made by the Director of Development Services.

(e) **Variance Submission Procedure.**

(1) A request for relief shall be submitted in writing by the applicant with the submittal of a Conveyance Plat, Preliminary Plat, Construction Plans, Final Plat, or Replat, as applicable. No relief may be considered or granted unless the applicant has made such written request and paid the applicable fee.

(2) The applicant's request shall state the grounds for the relief request and all of the facts relied upon by the applicant. Failure to do so will result in denial of the associated plat application.

(f) **Variance Criteria.**

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(1) A variance to regulations within this Ordinance may be approved only when, in the Board of Adjustment's opinion, undue hardship will result from strict compliance to the regulations.

(2) The Board of Adjustment shall take into account the following factors:

i. The nature of the proposed land use involved and existing uses of the land in the vicinity;

ii. The number of persons who will reside or work in the proposed development; and

iii. The effect such variance might have upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.

(3) No variance shall be granted unless the Board of Adjustment finds:

i. That there are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable use of the land; and

ii. That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that the granting of the Variance will not be detrimental to the public health, safety or welfare or injurious to other property in the area; and

iii. That the granting of the variance will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this Ordinance.

(4) A variance may be granted only when in harmony with the general purpose and intent of this Ordinance so that the public health, safety and welfare may be secured and substantial justice done. Financial hardship to the applicant shall not be deemed to constitute undue hardship.

(5) No variance shall be granted unless it represents the minimum degree of variation of requirements necessary to meet the needs of the applicant.

(6) The Board of Adjustment shall not authorize a variance that would constitute a violation of, or conflict with, any other valid ordinance, code, regulation, master plan, or *Comprehensive Plan* of the City.

(7) Any falsification of information by the applicant shall be cause for the variance request to be denied. If the variance request is approved based upon false information, whether intentional or not, discovery of such false information shall nullify prior approval of the variance, and shall be grounds for reconsideration of the variance request.

(g) **Burden of Proof.** The applicant bears the burden of proof to demonstrate that the requirement for which a variance is requested, if uniformly applied, imposes an undue hardship or disproportionate burden on the applicant. The applicant shall submit the burden of proof with the original submittal.

(h) **Decision.** The decision-maker shall consider the variance petition and, based upon the criteria set forth in Section 10.03.086(g), *Variance Criteria*, shall take one of the following actions:

(1) Deny the petition, and impose the standard or requirement as it is stated in this Subdivision Ordinance; or

(2) Grant the petition, and waive in whole or in part the standard or requirement as it is stated in this Ordinance.

(i) **Notification of Decision on Petition.** The applicant shall be notified of the decision on the variance by the Director within fourteen (14) calendar days following the decision.

(j) **Appeal Process.**

(1) Initiation of an Appeal. The applicant or City Staff may appeal a variance decision. A written letter of appeal shall be submitted to the Director of Development Services within fourteen (14) calendar days following the decision by the Board of Adjustment, as allowed by State law.

(2) Appeal to District or County Court. The written appeal petition shall be brought before the Court of Record for final decision

(k) **Minor Modification Procedure**. The Director of Development Services shall determine what criteria apply

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

for any relief petition that is considered "minor" in nature on a case-by-case basis. Appeals to his decision shall be heard by the Board of Adjustment.

(l) **Effect of Approval.** Following the granting of a minor modification or variance, the applicant may submit or continue the processing of a plat or construction plans, as applicable. The minor modification or variance granted shall remain in effect for the period the plat, concept plan, or construction plans are in effect, and shall expire upon expiration of any of those applications. Extension of those applications shall also result in extension of the minor modification or variance. The approval of a minor modification or variance relieves the applicant of the imposition of the particular standard or requirement for which a minor modification or variance was sought following the finding of just cause for such minor modification or variance to be allowed. A variance shall not be approved solely based on monetary interests. Minor modifications or variances are heard on a case-by-case basis and do not establish precedent.

Sec. 10.03.087..... VESTED RIGHTS.

(a) **Purpose.** The purpose of a vested rights petition is to determine whether an application should be processed under the terms of a previous ordinance, to provide a process for determination of possible vested status, and to determine when certain permits are subject to expiration.

(b) **Applicability.**

(1) A vested rights petition may be submitted for any application authorized under this Ordinance.

(2) A vested rights petition cannot be submitted by an applicant along with submission of a request for a text amendment to this Ordinance, a Zoning Map amendment, or any other request for a legislative decision by the City Council.

(c) **Submission.** A vested rights petition shall be submitted to and officially filed with the City's responsible official (see Section 10.03.023(g), *Application Submittal Process* in accordance with State law. Submission of a vested rights petition shall be deemed as an automatic variance of the applicant's right, and the City's obligation, to process and act upon applications as required by State law and as provided in Section 10.03.087(e), *Form of Petition*, of this Ordinance. Submission of such petition shall stay further proceedings on the related application until a final decision is reached on the vested rights petition.

(d) **Effect.** If a properly submitted vested rights petition is approved in whole or in part, the responsible official shall then process the original application and the decision-maker shall decide the application in accordance with the standards specified in the relief order based on prior ordinance requirements or development standards existing at the date vesting is established, or shall extend the validity of the original application that would otherwise be subject to expiration pursuant to this Ordinance.

(e) **Form of Petition.** The vested rights petition shall allege in writing that the applicant has a vested right for some or all of the land subject to the application under State law that requires the City to review and decide the application under standards that were in effect prior to the effective date of the currently applicable standards. The petition shall include the following information and documents:

(1) A written vested rights petition form, with a notarized original signature of the property owner;

(2) A narrative description of the grounds for the petition, including a statement as to whether the petition asserts a vested right related to a specific standard or to an entire project;

(3) A copy of each approved or pending application that is the basis for the contention that the City may not apply current standards to the application;

(4) The official filing date of the application;

(5) The date the subdivision for which the application was submitted was commenced;

(6) Identification of all standards otherwise applicable to the application from which relief is sought;

(7) Identification of any current standards which applicant agrees can be applied to the application at

issue;

(8) A narrative description of how the application of current standards affect proposed landscaping, open space or park dedication, shown on the application for which the petition is filed;

(9) A copy of any prior vested rights determination involving the same land; and

(10) Whenever the applicant alleges that an application subject to expiration should not be terminated, a description of the events constituting progress toward completion of the subdivision for which the application was approved. The applicant shall reimburse the City for all related legal costs for review of the vested rights petition. This reimbursement shall be paid in full prior to any decision on the petition.

(f) **Timing for Filing Petition.** A vested rights petition shall be filed with an application for which a vested right is claimed, except that the petition may be filed before the date of expiration of any already approved application when filed pursuant to Section 10.03.089, *Dormant Projects*. Where more than one (1) application is authorized to be filed simultaneously by this Ordinance, the petition may be filed simultaneously for each application.

(g) **Processing and Decision.**

(1) Responsible Official. The responsible official for a vested rights petition is the same as that for processing the application with which the petition is associated, except where a petition is submitted pursuant to Section 10.03.027, *Expiration for Projects Approved Prior to the Adoption of Subdivision Ordinance.* Where multiple applications are submitted, and there is more than one (1) responsible official, the decision of each responsible official shall be coordinated with that of any other responsible official on the vested rights petition. The City Attorney shall also be notified of the vested rights petition following its filing and acceptance for processing. The applicant shall reimburse the City for all related legal costs for review of a vested rights petition. This reimbursement shall be paid in full prior to filing of the Final Plat.

(2) Action and/or Decision by Responsible Official.

i. If the responsible official is the decision-maker on the original related application, that official shall determine whether the relief requested in the vested rights petition should be granted in whole or in part, and shall formulate a written report summarizing the official's reasoning and recommendation.

ii. The applicant shall be notified of the decision within fourteen (14) calendar days following the date the vested rights petition was filed at the City.

iii. The responsible official may defer making a decision on the vested rights petition and instead forward the petition to the Commission for a decision, in accordance with the process outlined in Section 10.03.087(g)(3), *Decision by Planning & Zoning Commission*.

(3) Decision by Planning & Zoning Commission. If the original application is to be decided by the Commission, or if the responsible official defers making a decision on a vested rights petition, the responsible official for that type of application shall submit a report in the form of a recommendation on the vested rights petition to the Planning & Zoning Commission. The Commission shall render a decision on the vested rights petition within thirty (30) calendar days following the date the petition was filed with the City. The Commission's decision on a vested rights petition shall be upon a simple majority vote of the full Commission's voting members.

(4) Decision by City Council. Where the City Council is the final decision-maker on the related application, or for any petition submitted pursuant to Section 10.03.089, *Dormant Projects*, the responsible official for that type of application shall submit a report in the form of a recommendation on the vested rights petition to the City Council. The Council shall render a decision on the vested rights petition within thirty (30) calendar days following the date the petition

was filed with the City. The City Council's decision on a vested rights petition shall be upon a simple majority vote of the full Council's voting members, and shall be final.

(5) Appeal of Decision. The applicant may appeal to City Council the responsible official's or Commission's decision on the vested rights petition by submitting written notice of appeal to the applicable responsible official within fourteen (14) calendar days following the date of such decision. The City Council shall hear and decide the appeal within thirty (30) calendar days following receipt of the notice of appeal by the City. Approval of an appeal by the City Council shall only be upon a favorable vote of at least four (4) of the Council's voting members, and shall be final (see Section 10.03.087(k), *Appeal*).

(6) Effect on Related Applications. A final decision on the vested rights petition or appeal under this section must be achieved prior to further processing, and prior to any consideration of, or decision on, the related application. Upon such final resolution and decision on a vested rights petition, the responsible official shall commence processing, review and consideration for the related application as provided in this Ordinance.

(h) **Criteria for Approval.**

(1) Factors. The decision-maker shall decide the vested rights petition based upon the following factors:

i. The nature and extent of prior applications filed for the land subject to the petition;

ii. Whether any prior vested rights determinations have been made with respect to the property subject to the petition;

iii. Whether any prior approved applications for the property have expired or have been terminated in accordance with State law or local ordinances;

iv. Whether current standards adopted after commencement of the project affect proposed use of the land, landscaping or tree preservation, open space or park dedication, lot size, lot dimensions, lot coverage or building size based upon the proposed application;

v. Whether any statutory exception applies to the standards in the current Subdivision Ordinance from which the applicant seeks relief;

vi. Whether any prior approved applications relied upon by the applicant have expired;

vii. For petitions filed pursuant to Section 10.03.027 of this Ordinance, *Expiration for Projects Approved Prior to the Adoption of Subdivision Ordinance*, whether any of the events in Section 10.03.027 have occurred;

viii. Any other applicable provisions of State law.

(2) Conditions. If the claim of vested rights is based upon a pending application, subject to standards that have been superseded by current standards of this Ordinance, the decision-maker may condition any relief granted on the vested rights petition on the approval of the pending application.

(i) **Action and Record of Action.**

(1) Action. The decision-maker may take any of the following actions:

i. Deny the relief requested in the petition, and direct that the application shall be reviewed and decided under currently applicable standards; or

ii. Grant the relief requested in the petition, and direct that the related application be reviewed and decided in accordance with the standards contained in identified prior regulations; or

iii. Grant the relief requested in part, and direct that certain identified current standards be applied to the related application, while standards contained in identified prior regulations also shall be applied; or

iv. For petitions filed pursuant to Section 10.03.027, *Expiration for Projects Approved Prior to the Adoption of Subdivision Ordinance*, specify the expiration date or the conditions of expiration for the related application(s).

(2) Record. The responsible official's report and the decision on the vested rights petition shall be recorded in writing in an order identifying the following:

i. The nature of the relief granted, if any;
ii. The related applications upon which relief is premised under the petition;
iii. Current standards which shall apply to the related application for which relief is sought, if applicable;
iv. Prior standards which shall apply to the related application for which relief is sought, including any procedural standards, if applicable;
v. The statutory exception or other grounds upon which relief is denied in whole or in part on the petition;
vi. To the extent feasible, subsequent related applications that are subject to the same relief granted on the petition; and
vii. For petitions filed pursuant to Section 10.03.027, *Expiration for Projects Approved Prior to the Adoption of Subdivision Ordinance*, the date of expiration of the related application.

(j) **Associated Applications Following Final Decision.**

(1) Following the City's final decision on the vested rights petition, the applicant shall, if necessary, revise the related application such that it conforms to the City's decision on the vested rights petition.

(2) The decision-maker on the related application shall review and consider the revised application in accordance with the procedures for deciding that type of application, as outlined in this Ordinance, and in conformity with any relief granted.

(3) If the relief granted on the vested rights petition is consistent with the related application on file, no revisions shall be necessary, and the related application shall be deemed officially filed at the time of the final decision on the vested rights petition.

(k) **Appeal.**

(1) Initiation of an Appeal. The applicant may appeal the decision of the Commission by submitting a written notice of appeal to the Director of Development Services within fourteen (14) calendar days following the date of the Commission's decision.

i. For a City Council-initiated appeal, the Council shall consider and act on whether it will appeal the Commission's decision at its first regular meeting (for which there is time to include such appeal on its posted agenda, as required by State law) that occurs after the Commission meeting at which the decision was made.
ii. Written notice of the City Council's vote to appeal shall be submitted to the Director of Development Services within seven (7) calendar days following the City Council's vote to appeal the decision.
iii. For an applicant-initiated appeal, a letter stating the reasons for the appeal, citing the specific applicable sections of the Subdivision Ordinance, shall be submitted by the applicant.
iv. The Director of Development Services may, on his/her own initiative, appeal the decision of the Commission by scheduling an appeal on the City Council's next regular meeting (for which there is time to include such appeal on its posted agenda as required by State law) that occurs after the Commission meeting at which the decision was made.

(2) Council Decision. The City Council shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the Director of Development Services. The City Council may affirm, modify or reverse the decision of the Commission by simple majority vote. The decision of the City Council is final.

(l) **Expiration & Extension.**

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

(1) Expiration. Relief granted on a vested rights petition shall expire on occurrence of one of the following events:
   i. The applicant fails to submit a revised application that is consistent with the relief granted, if any, within sixty (60) calendar days following the final decision on the vested rights petition;
   ii. The application for which relief was granted on the vested rights petition is denied; or
   iii. The application for which relief was granted on the vested rights petition expires.

(2) Extension. Extension of the date of expiration for the application for which relief was granted on a vested rights petition shall result in extension of the relief granted on the vested rights petition for the same time period.

Sec. 10.03.088..... ROUGH PROPORTIONALITY.

(a) Notwithstanding anything in this Ordinance to the contrary, if the City requires as a condition of approval for a property development project that the developer bear a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs pursuant to this Ordinance, the developer's portion may not exceed the amount required for infrastructure improvements that are roughly proportionate to the proposed development as approved by a professional engineer retained by the City. Municipal infrastructure improvements have the meaning set forth in the TEXAS LOCAL GOVERNMENT CODE Section 212.904, as that term is interpreted by the Texas Attorney General and Texas courts.

(b) The dedication or construction of an infrastructure improvement imposed by the City as a condition of plat or site plan approval in accordance with the City's adopted subdivision and development regulations shall be deemed to be the City's determination, upon the advice of a professional engineer duly licensed in this state and retained by the City, that such requirements, together with any impact fees due for the development, are roughly proportionate to the impacts created by the development on the City's municipal infrastructure.

(c) A developer who disputes the determination made under subsection (b) above, may appeal to the City Council. Prior to filing the appeal, the developer shall notify the Director of Development Services, in writing, of the pending dispute. The Director shall send the developer their written response, reviewed and approved by the Engineering Division or other professional engineer on behalf of the City, to the proportionality issues raised by the developer and in so doing may revise the dedication or construction requirement(s) at issue. If the developer is not satisfied with the Engineering Division's response, they may file an appeal to the City Council with the City Secretary. At the appeal, the developer may present evidence and testimony under procedures adopted by the City Council.

(d) The City may not require a developer to waive the right of appeal authorized by this section as a condition of approval for a development project.

(e) For municipal infrastructure improvements for which the City has enacted impact fees, the measure of rough proportionality shall be the maximum impact fee per service unit then in effect for that category of infrastructure improvements, as may be amended from time to time, unless an alternative measure is approved by the Director of Engineering or his designee. To the extent that the impact fee charged against a new development, as may be amended from time to time, is less than the maximum impact fee per service unit, such difference is hereby declared to be founded on policies unrelated to measurement of the impacts of the new development on the City's infrastructure systems. The maximum impact fee per service unit may be used in evaluating any claim by a property owner that the dedication of land for right-of-way or construction of an infrastructure improvement within an impact fee service area, which is imposed as a condition of development approval pursuant to the City's subdivision or development

regulations, together with the imposition of an impact fee, is disproportionate to the impacts created by the development on the City's infrastructure system for that category of infrastructure improvements.

(f) After hearing any testimony and reviewing the evidence, the City Council shall make its determination within thirty (30) days following the final submission of any testimony or evidence by the developer. The Council shall decide whether requirements imposed by this Ordinance is roughly proportional to the nature and extent of the development proposed. In reaching such determination, the Council shall take into account the information in the evidence supplied by the applicant, the measure of proportionality in Subsection (e) or any alternative measure proposed by the Director of Engineering or his designee, the total costs to the City for supplying infrastructure capacity to the proposed development and all developments associated with the original plat of which the proposed development is a part, and the extent to which requirements imposed by the City benefit the proposed development.

(g) If the City Council finds that the requirement is not roughly proportional to the nature and extent of the development being proposed, it may take any of the following actions:
   (1) Waive in whole or in part a dedication or construction requirement imposed by the City's development regulations and/or reduce the amount of impact fees due; or
   (2) Direct that the City participate in the costs of acquiring or constructing such a municipal infrastructure improvement pursuant to standard participation policies; or
   (3) Require some combination of such measures.

Sec. 10.03.089..... DORMANT PROJECTS.

(a) **Definitions.** For purposes of this Chapter only:
   (1) *Initial permit* means any of the following types of approvals granted under this Subdivision Ordinance, or any predecessor subdivision or development-related ordinance that was in effect prior to the adoption of this Ordinance: Preliminary Plat, construction plans, Construction Release, Variances to any requirement in this Subdivision Ordinance, or any other application that was approved subject to a schematic drawing illustrating the location, arrangement, orientation or design of development, lots or improvements on a site intended for development.
   (2) *Final permit* means a Final Plat approved under this Subdivision Ordinance, or any predecessor subdivision or development-related ordinance that was in effect prior to the adoption of this Ordinance.

(b) **Expiration of Permits.** Any application for an initial permit that was approved or filed before, but that was not subject to an expiration date, two (2) years prior to the adoption date of this Subdivision Ordinance shall expire on the effective date of this Subdivision Ordinance.

(c) **Reinstatement.** The property owner of the land subject to an initial permit that expires under Section 10.03.089, *Dormant Projects*, may petition the Commission to reinstate such permit by filing a written petition within sixty (60) calendar days following the effective date of this Subdivision Ordinance. The petition shall clearly state the grounds for reinstatement, and shall be accompanied by documentation of one of the following:
   (1) As of two (2) years prior to the effective date of this Subdivision Ordinance, one of the following events had occurred:
      i. A final permit to continue toward completion of the project was submitted to the City for all or part of the land subject to the approved initial permit and was approved by the City, or was filed and was subsequently approved by the City;
      ii. An application for a final permit to continue toward completion of the project was submitted to the City for all or part of the land subject to the expired initial permit, but such application

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

was rejected on grounds of incompleteness consistent with State law.

iii. Costs for development of the land subject to the initial permit, including costs associated with roadway, utility and other infrastructure facilities designed to serve the land in whole or in part, but exclusive of land acquisition costs, were incurred in the aggregate amount of five percent (5%) of the most recent appraised market value of the land;

iv. Fiscal security was posted with the City to guarantee performance of obligations required under this Subdivision Ordinance, including the construction of required improvements associated with the proposed development, for all or a part of the land subject to the approved initial permit; or

v. Utility connection fees or impact fees for all or part of the land subject to the approved initial permit were paid to the City.

(2) After two (2) years prior to the adoption date of this Subdivision Ordinance, but before the expiration date specified in Section 10.03.089(b), *Expiration of Permits*, one of the following events had occurred:

i. A final permit was approved for all or part of the land subject to the approved application, and remained in effect for such land on such expiration date; or

ii. A complete application for approval of a final permit for all or part of the land subject to the approved initial permit was pending for decision on such expiration date.

(d) **Commission Action on Reinstatement.** The Commission may take one of the following actions:

(1) Reinstate the expired initial permit without an expiration date, if it finds that the applicant has met any of the criteria listed in Section 10.03.089(c), *Reinstatement*;

(2) Reinstate the initial permit for all or part of the land subject thereto, if it finds that the applicant has met any of the criteria listed in Section 10.03.089(c), *Reinstatement*, subject to such expiration dates or other conditions that ensure that the remaining land that is not subject to an approved or pending final permit application will be developed in a timely fashion. In granting relief under this provision, the Commission may require that development of such remaining land is subject to standards enacted after approval of the initial permit;

(3) Deny the reinstatement petition, if it finds that the applicant has failed to meet any of the criteria in Section 10.03.089(c), *Reinstatement,* or

(4) Reinstate the permit for only that part of the land subject to a pending final permit application, if it finds that the applicant has met the criteria in Section 10.03.089(c), *Reinstatement* and the pending application subsequently was approved, and deny the reinstatement petition for the remaining land subject to the expired initial permit.

ARTICLE 10.03.090.... AMENDMENTS; FEES; VIOLATIONS; CONFLICTS

Sec. 10.03.091..... TEXT AMENDMENTS.

The City may initiate changes to the Subdivision Ordinance~~ through a call for public hearing~~. ~~Any case that considers amending the Subdivision Ordinance is considered during a public hearing by the~~The Planning & Zoning Commission may review the proposed changes and make a recommendation ~~on the case~~ to the City Council. The City Council will conduct a public hearing, review the proposed changes, consider ~~the~~any recommendation from the Commission and City staff~~'s recommendation during a public hearing~~, and take action upon ~~which the City Council will make a decision whether to direct staff to prepare an~~the proposed ~~Ordinance~~ amendments to ~~ing the section(s) of~~ the Subdivision Ordinance.

Sec. 10.03.092..... FILING FEES & CHARGES.

(a) **General.** Fees shall be paid to the City when any application authorized by this Ordinance is submitted to Development Services. Each of the fees, as provided in Section 10.03.092(c), *Calculations & Charges*, shall be paid in advance, and no action of the Commission, the City Council, or any other City board or commission shall be valid until all required fees have been paid. Fees paid for the review and consideration of plats and applications under this Ordinance are non-refundable.

(b) **Consequence of Non-Payment of Fees**. Fees that are not paid within thirty (30) days of the date they are due shall cause any action or application to be null and void.

(c) **Calculations & Charges.** Fees and charges shall be calculated in accordance with the following:

(1) All fees shall be as established by City ordinance, as amended.

(2) These fees shall be charged on all plats and applications authorized by this Ordinance, regardless of the action taken by the decision-making authority and whether the application is approved, denied, withdrawn, or otherwise closed.

ARTICLE 10.03.100..... DEFINITIONS, USAGE AND INTERPRETATION

Sec. 10.03.101..... USAGE & INTERPRETATION.

(a) **Usage.** The definitions within this Article 10.03.102 are intended to provide descriptions for words and terms used within this Subdivision Ordinance. Absent any conflict, words and terms used in this Subdivision Ordinance shall have the meanings ascribed thereto in this Article 10.03.101.

(b) **Conflicts.** When words and terms are defined herein, and are also defined in other ordinance(s) of the City, they shall be read in harmony unless there exists an irreconcilable conflict, in which case the definition contained in Section10.03.102 and subject to the terms of this Article shall control.

(c) **Present & Past Tenses.** Words used in the present tense include the future; words in the singular number include the plural number, and words used in the plural number include the singular number.

(d) **Usage of Shall & May.** The words shall and must are mandatory and not directory. The word may is directory and not mandatory.

(e) **Words Not Defined.** For any definition not listed in this Article 10.03.112, the definition found within the latest edition of Webster's Dictionary shall be used.

(f) **Certain Terms & Words.** Certain terms and words are to be used and interpreted as described and/or defined within the sections of this Subdivision Ordinance wherein they apply to certain regulations.

(g) **Words of Gender.** Words of masculine gender shall include the feminine gender and vice versa.

Sec. 10.03.102..... DEFINITIONS.

The following definitions shall apply to terms and words used within this Subdivision Ordinance:

100-Year Hazard Setback. An erosion hazard setback is to reduce the potential for any damage to a private lot or street right-of-way caused by the erosion of a stream bank. The erosion hazard setback shall be determined as follows: for stream banks composed of material other than rock, locate the toe of the natural stream bank and project a 4:1 line sloping away from the bank until it intersects finished grade. From this intersection, add fifteen (15) feet away from the bank. This shall be the limit of the erosion hazard setback.

100-Year Floodplain. 100-Year Floodplain is defined as a flood having a one percent (1%) chance of being equaled or exceeded in any given year, based upon a fully developed watershed and the City's criteria to accommodate a 100-year storm in a Major Creek (http://www.celina-tx.gov/DocumentCenter/View/1416).

Abutting. Also defined as adjacent, adjoining and contiguous to. It may also mean having a lot line in common with a right-of-way or easement, or with a physical improvement such as a street, waterline, park, or open space.

Access. A means to enter a property or the ability to traverse a property (such as in the use of a mutual access easement.

Acreage, Gross. Means the total acreage included within the boundary line of a particular subdivision, tract, parcel, lot, etc. without any exclusions.

Acreage, Net. Means the acreage included within the boundary line of a particular subdivision, tract, parcel, lot, etc., but excluding all public ways.

Alley. A minor right-of-way, generally dedicated to public use, which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for utility service purposes.

Amending Plat. See *Plat, Amending*.

Amenity. Aesthetic or other physical improvements added to a development that increase its quality, desirability, and/or marketability to the public, and that are described within Section 10.03.079(c)(1), *Elements requiring a*

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

HOA, of this Ordinance.

Appeal. A request for review of and relief from any decision applying a provision of this Ordinance.

Applicant. The person or entity responsible for the submission of an application. The applicant must be the actual owner of the property for which an application is submitted, or shall be a duly authorized representative of the property owner. Also, see *Developer*.

Application. The package of materials, including but not limited to an Application Form, exhibits, completed checklist, Tax Certificates or other proof of ownership, construction plans, special drawings or studies, and other informational materials, that is required by the City to initiate City review and approval of a development project.

Application, Complete. See *Complete Application.*

Application Form. The written form (as provided by and as may be amended by the City) that is filled out and executed by the Applicant and submitted to the City along with other required materials as a part of an application.

Approval. Approval constitutes a determination by the official, board, commission or City Council responsible for such determination that the application complies with the minimum provisions of this Ordinance. *NOTE:* Such approval does not constitute approval of the engineering or surveying contained in the plans, as the design engineer or surveyor that sealed the plans is responsible for the adequacy of such plans.

Arterial. A general term for a street or thoroughfare (see Street), which has a more specific meaning when used in conjunction with a class distinction, such as Major, Minor, Type A, Type B, etc. Each class provides a certain degree of continuity, capacity and accessibility to adjacent land uses.

Arterial, Major. A thoroughfare designed to accommodate cross-city traffic movement, distributing traffic to and from minor thoroughfares and collector streets. Major Thoroughfares are divided roadways that typically have an ultimate width of six lanes. Such streets shall also be as described within the *Engineering Design Standards*, and as shown on the Thoroughfare Plan Map. Also is referred to as "Type A-1."

Arterial, Minor. A thoroughfare designed to accommodate neighborhood-to-neighborhood (intra-city) traffic movement, distributing traffic to and from collector streets. Minor Thoroughfares are divided roadways that typically have an ultimate width of four (4) lanes with a median to accommodate turn lanes and landscaping. Such streets shall also be as described within the *Engineering Design Standards*, and as shown on the Thoroughfare Plan Map. Also is referred to as "Type B."

Block. A grouping of buildings that are partially or fully surrounded by one or more streets. Lots separated only by an alley are within the same block.

Building. Any structure intended for shelter, occupancy, housing or enclosure for persons, animals or property. When separated by dividing walls without openings, each portion of such structure so separated shall be deemed a separate building.

Building Line. A line parallel, or approximately parallel, to any front lot line at a specific distance therefrom, marking the minimum distance from the front lot line that a building may be erected.

Building Permit. An official certificate issued by the City through the Chief Building Official that indicates conformance with or approved conditional variance from City regulations and authorizes construction of buildings or other described construction on the premises for which it is issued.

Build-to Line. A parallel or approximately parallel line to any front property line at a specific distance determined by zoning district, marking the maximum distance from the front property line that a building may be erected. This distance is generally used in urban areas where wide sidewalks abut the building facades.

Building Official. The person so designated by the City Manager to provide oversight for and have responsibility of

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

the Building Inspections; such official issues Building Permits and Certificates of Occupancy and enforces the Zoning Ordinance, Building Code, and any applicable provisions of this Subdivision Ordinance. This term shall also include any designee of the Building Official.

Centerline, Streets or Alleys. An imaginary line erected midway between the bounding right-of-way lines of a street or alley. Where the bounding right-of-way lines are irregular, the centerline is to be determined by the Director of Engineering.

Certificate of Occupancy. An official certificate issued by the City through the Chief Building Official that indicates conformance with or approved conditional variance from City regulations and authorizes legal use of the premises for which it is issued; may be referred to as an Occupancy Permit.

Certified Land Division. A map, drawing or chart delineating parcels of land offered for rent or lease for other than agricultural uses and which: is not required by state statute to be filed in the map and plat records of the county; does not involve or require the dedication of public streets or alleys; and has been certified by the City Council as having met the conditions of this chapter. A certified land division shall be treated as a subdivision plat under these regulations, except that it is properly certified for filing with the City Secretary rather than the county clerk. In addition, a plat of the property indicating legal boundaries and any public dedications and easements shall be prepared, reviewed by staff, approved by the City Council, and filed with the Denton or Collin County Clerk.

City. The municipal corporation of the City of Celina, Texas.

City Attorney. The person(s) so designated by the City Council to provide oversight for and have legal responsibility for the City. This term shall also include any designee of the City Attorney.

City Council. The duly elected governing body of the City of Celina, Texas.

City Manager. The person so designated by the City Council, or the City Manager's designee.

City Official or Administrator. Any person, elective or appointive, or any employee, or any board or commission authorized or constituted by City ordinance or state law to act on behalf of the municipality.

Code. Shall mean the entire City of Celina's Code of Ordinances.

Commencement. The date of the official start of the development of the project – usually considered at the initial disturbance of soils.

Commission. The Planning & Zoning Commission of the City of Celina. See *Planning & Zoning Commission*.

Comprehensive Plan. The City's officially adopted *Comprehensive Plan* which includes policies, in written and graphic form, on (but not limited to) thoroughfares, land use, parks, open space, hike and bicycle trails, and other facets of the City's physical form; such policies govern the future development of the City and consist of various components governing specific geographic areas, functions, and services of the City.

Construction Plans. The drawings and technical specifications that conform to this Ordinance and all other applicable ordinances of the City. Construction plans, including bid documents, contract conditions, and escrow agreements, where applicable, provide a graphic and written description of the character and scope of the work to be performed in construction of a development.

Construction Release. Official authorization by the City, through the Director of Engineering, that indicates conformance with City regulations and authorizes construction of improvements or other described construction, in conformance with approved construction plans, on the premises for which it is given.

Crosswalk. A public right-of-way, four (4) feet or more in width between property lines, which provides pedestrian circulations.

Day, Business. Shall be defined as Monday through Friday, excluding City-recognized holidays.

Day, Calendar. Each day of a particular calendar year.

Dead End Street. A street, other than a cul-de-sac, with only one (1) outlet.

Deed Restriction. A limitation on the use of land set forth or referred to in the title deed of such land. Such limitations run with the land and are binding upon present and subsequent owners of the land. Deed restrictions are not enforced by the City.

Developer. A person or entity, limited to the property owner or duly authorized representative thereof, who proposes to undertake or undertakes the division or improvement of land and/or other activities covered by this Subdivision Ordinance so as to constitute a *subdivision*, including the preparation of a plat showing the layout of the land and the public improvements involved therein. The word *developer* is intended to include the terms *subdivider*, *property owner*, and, when submitting platting documents, *applicant*.

Development. Any activities related to the platting or physical subdivision of land including the construction, reconstruction, conversion, or enlargement of buildings or structures; the construction of impervious surfaces (e.g., parking lots); the installation of utilities, roadways, drainage facilities or other infrastructure; or any disturbance of the surface or subsurface of the land in preparation for such construction activities, including grading, drainage, storage, paving, clearing, filling, and/or removal of vegetation or soil, and any mining, dredging, excavation or drilling operations.

Development Agreement. A legally binding document authorized and in accordance with Section 212.172 of the TEXAS LOCAL GOVERNMENT CODE between the City and a property owner whenever public improvements to serve a development are deferred until after Final Plat approval and recordation. Such document outlines the developer's acknowledged responsibility to complete and warranty improvements and to provide financial security for such improvements.

Development Application. An application for any type of plat or construction plan/drawing authorized or addressed by this Subdivision Ordinance. Also may be referred to as a *permit* within the TEXAS LOCAL GOVERNMENT CODE, CHAPTER 245.

Director of Development Services. The person so designated by the City Manager to provide oversight for and have responsibility of the Development Services Department. As used for responsibility and review purposes within this Subdivision Ordinance, this term shall also include any designee of the Director of Development Services.

Director of Engineering. The person so designated by the City Manager to provide oversight for and have responsibility of the Engineering Department. As used for responsibility and review purposes within this Subdivision Ordinance, this term shall also include any designee of the Director of Engineering.

Director of Parks & Recreation. The person so designated by the City Manager to provide oversight for and have responsibility of the Parks & Recreation Department. As used for responsibility and review purposes within this Subdivision Ordinance, this term shall also include any designee of the Director of Parks & Recreation.

Director of Planning. The person so designated by the City Manager to provide oversight for and have responsibility of the Planning Department. As used for responsibility and review purposes within this Subdivision Ordinance, this term shall also include any designee of the Director of Planning.

Driveway. A paved entranceway serving primarily vehicles that allows for access to a lot or facility, and is intended for vehicular movements between the roadway and any portion outside the street right-of-way.

Dwelling Unit. Any building, structure or mobile home, or part thereof, which is designed, used or intended to be used for human occupancy as the living quarters, of one housekeeping unit or family.

Easement. A specific right in a particular area of real property that exists because of an express or implied agreement between the landowner and another party that grants the right to use or access the land area, but not ownership.

Engineer. A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas. (Also known as *Professional Engineer*, *Registered Engineer*, *Registered Professional Engineer*, or *Licensed Engineer*.)

Engineering Design Standards. A document adopted by the City that is intended to establish standards for the design and construction of public facilities within the City of Celina.

Entry Turnaround. An esplanade opening or other accommodation provided at the entrance to a private street development in order to allow vehicles denied access to reenter the public street with a forward motion without unduly disturbing other vehicles at the entrance.

Erosion Hazard Setback. A defined area adjacent to a stream on which development is prohibited due to significant hazards associated with a flood situation unless major channel stabilization has occurred.

ETJ. See *Extraterritorial Jurisdiction*.

Exemption. A specified reason why a particular development is not subject to the requirements to plat or to a specific provision of this Ordinance.

Extraterritorial Jurisdiction (ETJ). The unincorporated area, not a part of any other municipality, which is contiguous to the corporate limits of the City, the outer limits of which are measured from the extremities of the corporate limits of the City outward for the distance as stipulated in CHAPTER 42 OF THE TEXAS LOCAL GOVERNMENT CODE, according to the population of the City, and in which area the City may regulate subdivisions and enjoin violation of provisions of this Subdivision Ordinance.

Facilities. Infrastructure and other structures that support a development including, but not limited to, water distribution lines, sanitary sewer collection lines, storm sewer lines and other storm water management devices, thoroughfares, sidewalks, private utilities, etc.

File/Filed/Filing. See *Official Filing Date* and *Submission.*

Fire Chief. The person so designated by the City Manager to provide oversight for and have responsibility of the Fire Department. As used for responsibility and review purposes within this Subdivision Ordinance, this term shall also include any designee of the Fire Chief.

Fire Lane. See definition in the City's adopted Fire Code.

Green Belt. An open space area consisting primarily of natural features that may be located in a floodplain or along a creek channel, be used as a buffer between land uses, or be used as an open space linkage between various land uses.

Habitat Study. A completed research project that gathers and compiles information pertinent to the natural habitat for threatened or endangered species and habitats used for nesting birds listed in the Migratory Bird Treaty Act.

Hike & Bike Trail. A paved and maintained pathway for pedestrians and bikers that serves as a linkage for access to recreational and educational areas and facilities.

Homeowners Association (HOA). A community association that is organized within a development in which individual owners share common interests and responsibilities for open space, landscaping, amenities or facilities, and which operates under recorded land agreements. This term also includes Property Owners' Associations (POAs) and Property Management Corporations (PMCs) which are more typically formed for multi-family and

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

nonresidential developments.

Improvement. Any man-made fixed item that becomes part of or placed upon real property.

Improvement, Public. Any improvement, facility or service together with its associated public site, right-of-way or easement necessary to provide transportation, storm drainage, public or private utilities, parks or recreational, energy or similar essential public services and facilities, for which the City ultimately assumes the responsibility, upon a Letter of Final Acceptance being issued, for maintenance, operation and/or ownership.

Infrastructure. Facilities and services needed to sustain industrial, residential, commercial and all other land use activities. The term infrastructure includes but is not limited to water, sewer lines, and other utilities, streets and roads, communications, and public facilities, such as fire houses, civic buildings, parks, and schools.

iSWM. The acronym for integrated Storm Water Management, which is a guide for the construction and design of developments. This guide is intended to help mitigate the impact of developments on storm water runoff by considering such runoff during early site planning and design phases and was created by the North Central Texas Council of Governments (NCTCOG).

Landscape Buffer. An area of permanent vegetation that is adjacent to a residential subdivision, non-residential property, vacant land, but not thoroughfare.

Land Planner. Any person skilled in the art and science of arranging and designing the layout of land so as to create adequate and desirable building sites, a coordinated street system, and space appropriate to the efficient removal of stormwater and the provision of public services and utilities, all consistent with long range goals and the objectives of the *Comprehensive Plan*. A land planner may be trained in any of several specialties; and, where appropriate to his experience, the term may include architects, engineers, landscape architects, and surveyors.

Land Preparation. Means any grading, site work, paving (including all-weather material), filling, alterations to the elevation, tree removal, utility extensions or work, or other activity that lends itself to making land more development ready or augments its natural state. Legitimate private agricultural activities and their associated facilities are excluded from this definition.

Lot. An undivided tract or parcel of land that is or may be offered for sale, conveyance, or improvement and is occupied or intended to be occupied by a building or group of buildings. A lot has its principal frontage on a public street or on an officially approved private street, as shown on a plat of record or described by metes and bounds.

Lot Depth. The horizontal distance measured perpendicularly between two (2) points on the front lot line and two (2) points on the rear lot line which creates an area that meets (or exceeds) the zoning district's minimum width and depth requirements. Lot depth shall not include easements that are located behind the front building line that impair the use of the lot surface as a yard.

Lot Frontage. That dimension of a lot or portion of a lot abutting on a street, excluding the side dimension of a corner lot.

Lot Lines. The lines bounding a lot as defined herein. May also be referred to as a *Property Line*.

Lot Line, Front. The narrower side of the lot abutting a street. Where two (2) lot lines abutting streets are of equal length, the owner shall have a choice in designating which shall be designated as the *Front Lot Line*, and therefore the lot frontage. For a lot which has a boundary line which does not abut the front street line, is not a rear lot line and lies along the same general directional orientation as the front and rear lot lines, said line shall be considered a front lot line in establishing minimum setback lines. (see Zoning Ordinance, Appendix A, Illustrations).

Lot Line, Rear. The lot line farthest from and most parallel to the front lot line. For triangular lots, the point

opposite the front lot line shall be considered the rear lot line and have a value of zero. (see Zoning Ordinance, Appendix A, Illustrations).

Lot Line, Side. Any lot line not the front or rear lot line.

Lot of Record. A lot which is part of a subdivision, the plat of which has been recorded in the office of the County Clerk of Denton or Collin County or a lot subdivided by metes and bounds description prior to February 1984.

Lot Width. The horizontal distance measured between side lot lines parallel to the front lot line, and measured from the point on the building line that is closest to the front lot line.

Lot, Corner. A lot which has at least two (2)adjacent sides abutting for their full lengths on a street, provided that the interior angle at the intersection of such two (2) sides is less than one hundred thirty-five degrees (135°).

Lot, Double Frontage. A lot having a frontage on two (2) non-intersecting streets, as distinguished from a corner lot.

Lot, Flag. A lot having access to a street by means of a parcel of land having a depth greater than its frontage, and having a width less than the minimum required lot width. May also be referred to as a Panhandle Lot.

Lot, Interior. A lot other than a corner lot.

Lot, Key. A corner lot that is designed such that the lots located directly behind it face the side street of the corner lot and are not separated by an alley.

Major Arterial. See *Arterial, Major*.

Maximum. For the purposes of this Ordinance, "the maximum" is the amount that is the upper limit allowed by this ordinance less than the maximum may be allowed, unless otherwise specified.

Metes and Bounds. A method of describing the boundaries of land by directions and distances from a known point of reference.

Minimum. For the purposes of this Ordinance, "the minimum" is the amount that is the least amount required of a developer but more than the minimum may be provided, unless otherwise specified.

Minor Modification. A minor change to the standards, but not the intent, of this Subdivision Ordinance, which involves Director's approval unless otherwise noted.

Mobile Home Park. A tract of land designed, used or intended for the renting or leasing, but not sales, of sites for the location, occupancy, or accommodation of one or more mobile home dwellings.

MS4. The acronym for the City's Municipal Separate Storm Sewer System.

Official Filing Date. Defined as the date on which the plat has met all the requirements of the Subdivision Ordinance following staff or administrative review, fees have been paid, and that plat is scheduled for final approval by the Planning & Zoning Commission by placement on the Commission agenda.

Off-Site (also known as "off-premises"). Any premises not located within the area of the property to be subdivided, whether or not in common ownership with the applicant submitting an application.

Open Space. Any land parcel or natural area that is set aside, dedicated, designated or reserved for public use and enjoyment, or for private use and enjoyment of owners and occupants of the land adjoining or neighboring such open space area. –Open space typologies for residential developments are described in the Celina Neighborhood Vision Book.

Ordinance (also referred to as "this Ordinance"). Refers to this Subdivision Ordinance of the City, as may be amended in the future.

Park. An area developed for active or passive play and recreation that includes open space, sports courts or fields, play equipment, and trails.

Park, Community. A park of approximately ~~40 to 100~~50 to 75 acres, serving an area two (2) ~~to three (3)~~ miles in diameter, serving a population of approximately 20,000 persons and encompassing the service areas of four or more ~~neighborhood~~ school parks. Community parks may typically contain lighted athletic facilities for more active play purposes, such as ball fields for football, softball, baseball and soccer, and a recreation center or swimming pool. These parks may be located adjacent to existing or proposed greenbelt areas and proposed junior and senior high school sites.

Park, ~~Neighborhood~~School. A park of approximately 10 to ~~20~~ 25 acres, serving an area one-half mile ~~(1) to two (2) miles~~ in diameter and serving a population of approximately ~~5~~20,000 persons. ~~Neighborhood~~ School parks should be designed to service a specific neighborhood area and may include playground apparatus and other space for active recreational purposes, along with some areas for passive use~~. Whenever possible, neighborhood parks should be located adjacent to existing or proposed greenbelt areas and proposed elementary school sites~~. School parks should be located adjacent to elementary and/or junior high school sites, and existing or proposed greenbelt areas whenever possible.

Parks, Recreation, and Open Space Master Plan. The City's officially adopted Plan that includes policies in graphic and text form; such policies govern the future development of the City's park system, open space, and recreation programs, including the hike-and-bike trail system.

Parks, Regional. A park of approximately 75 to 100 or more acres, serving an area of at least 2 miles in diameter and serving a population of approximately 10,000 persons. Regional parks should be located adjacent to preserved natural resources, such as creeks, woodlands and/or native grasslands. Regional parks may include paved and unpaved trails, parking, amphitheaters, playgrounds and open space.

Pavement Width. The portion of a street available for vehicular traffic. Where curbs are paved, it is the portion between the face of the curbs.

Pedestrian Access. A specifically designated place, path, means, or way by which pedestrians shall be provided safe, adequate, and usable circulation through the interior of a property or development.

Permit. A license, certificate, approval, registration, consent, permit, contract or other agreement for the construction or provision of service from a utility owned, operated, or controlled by the City, or other form of authorization required by law, rule, regulation, order, or ordinance, which has been approved by the City, that a person or entity must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought, and for which the application for the permit or information required to be submitted for consideration provides notice of the project to the City.

Person. Any individual, association, firm, corporation, governmental agency or political subdivision.

Planning & Zoning Commission (also referred to as the "Commission"). A decision-making body appointed by the City Council which is responsible for subdivision and plat approval, as permitted by State law, and which has any other authority conferred upon it by the City Charter, this Ordinance, or other regulations of the City.

Plat. A map, drawing or exhibit which shows the exact layout and proposed construction of a proposed development into one (1) or more lots, blocks, streets, parks, school sites, easements, alleys and/or any other elements as required by this Ordinance, including any engineering or construction standards for related improvements, and which conforms to all requirements of this Ordinance and any other applicable City ordinance, and which is subject to approval by the Planning & Zoning Commission, unless otherwise specified.

Plat, Amending. A map, drawing or exhibit that modifies a recorded final plat, record plat, or minor plat in

accordance with the provisions of this Chapter.

Plat, Conveyance. A map, drawing or exhibit which conforms to Section 10.03.032, *Conveyance Plats*, of this Subdivision Ordinance for the purpose of sale or conveyance. A conveyance plat may be the first step in the development of a project, especially if the project will be developed in phases and off-site easements need to be platted prior to the final platting of the entire tract.

Plat, Final. A map, drawing or exhibit which conforms to Section 10.03.034, *Final Plats*, of this Subdivision Ordinance and is submitted to the City for consideration for final approval by the Planning & Zoning Commission. The plat illustrates that the subdivision of land is consistent with all standards of this Subdivision Ordinance pertaining to the adequacy of public facilities and the installation of or provision for public improvements. Once approved, such plat is submitted to the County Clerk of Denton or Collin County for recording.

Plat, Minor. A map, drawing or exhibit dividing land into no more than four (4) lots that meets the submission and approval requirements of Section 10.03.035, *Minor Plats*, of this Ordinance. The Director of Development Services may approve such plat. Such plat is also considered a Final Plat.

Plat, Preliminary. A map, drawing or exhibit which conforms to Section 10.03.033, *Preliminary Plats*, of this Subdivision Ordinance and is submitted to the City for consideration for initial approval by the Planning & Zoning Commission. Such plat is not to be recorded, but illustrates the general layout of a proposed subdivision, the adequacy of public facilities needed to serve the proposed subdivision, and the overall compliance of the applicable requirements of this Ordinance. Such plat is reviewed and decided prior to approval of a Final Plat.

Plat, Replat. The re-subdivision of all or part or all of any block or blocks of a previously platted subdivision, addition, lot or tract, that is beyond the definition of an Amending Plat and which does not require the vacation of the entire preceding plat. Such plat also conforms to Section 10.03.036, *Replats*, of this Subdivision Ordinance. A Replat may function as a Final Plat for a property.

Progress (towards completion). Shall have the same meaning set forth in Section 245.005(c) of the TEXAS LOCAL GOVERNMENT CODE, as it exists or may be amended, unless another meaning is specified.

Project. An endeavor over which the City exerts its jurisdiction and for which more than one (1) permit is required to initiate, continue, or complete the endeavor.

Property Owner. The legally recognized proprietor of the land for which an application is being submitted. (Also, see *Developer*)

Property Owners Association. An organization similar to a Homeowners' Association that is established for the ownership, care, and maintenance of private streets and other private commercial facilities.

Public Improvement. See *Improvement, Public*.

Public Way. An officially approved, privately maintained street or roadway, constructed to City street standards, open to unrestricted and irrevocable public access, serving two (2) or more lots that provides the primary means of access and providing fire lane and utility easements.

Record Drawings. A group of drawings or plans that depicts the final configuration of the installed or constructed improvements of a development, improvements that have been verified by the contractor as their installation or construction occurs during development. The record drawings shall reflect the construction plans (or working drawings) used, corrected, and/or clarified in the field.

Residential Development. The actual or proposed use of land for one or more buildings or structures that are designed or intended to be used, in whole or in part, as dwelling units.

Responsible Official. The City staff person who has been designated by the City Manager to perform one or more

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

of the specific tasks (this term also includes designees).

Right-of-Way. A use of land dedicated by plat or metes and bounds to and for use by the public, which is separate and distinct from the lots and parcel abutting it, and which is not included within the dimensions or areas of such lots or parcels. The term *right-of-way* generally describes an area used for the provision of streets and utilities. Unless otherwise specified, the term *right-of-way* shall refer to a public right-of-way.

Riparian Study. An ecologically-based study that addresses the three (3) major components of a stream (channel, floodplain and transitional upland fringe).

Road, or Roadway. See *Street*.

Roadway Landscape Easement. An area of permanent vegetation that is adjacent to a thoroughfare that may include utility easements, sidewalks, and be crossed by drives providing ingress and egress.

Screening. A barrier intended to separate and limit visibility between that which is on either side of the barrier, for example, a thoroughfare and adjacent land uses.

Security Station (i.e. guard house). A building and gate system to control vehicular access to private street developments, which may be a mechanical device or a manned structure.

Sidewalk. A concrete walking surface of various widths intended primarily for pedestrian use.

Stacking Area. A vehicle setback measured from a point on a building designed for drive-up service and the area assigned for queuing.

Street. A roadway for vehicular traffic and other public uses, whether designated a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated. An alley is not considered a street.

Street, Centerline. An imaginary line designated midway between the bounding right-of-way lines of a street or alley.

Street, Collector (also feeder streets, secondary thoroughfares, etc.). A paved roadway that provides vehicular circulation within neighborhoods and from minor streets to major thoroughfares. Due to similarity of traffic volume and wheel loadings, streets through commercial and industrial areas are frequently constructed to the same design as collector streets.

Street, Cul-de-Sac. A roadway having but one outlet to another street, and terminated on the opposite end by a vehicular turn-around.

Street, Dead-End. A roadway, other than a cul-de-sac, with only one outlet.

Street, Improved. A roadway that has been constructed or reconstructed to meet the City's minimum standards regarding right-of-way width, pavement width, and/or pavement type, as defined in the *Engineering Design Standards*.

Street, Local Residential (also Minor Thoroughfares or streets, etc.). A paved roadway that is primarily used for providing direct vehicular access to abutting residential property.

Street, Local. A roadway that is intended to provide a high level of access to adjacent developments and, generally, a low level of mobility. Such streets shall also be as described within the *Comprehensive Plan* and *Engineering Design Standards*.

Street, Major Thoroughfare (also arterial streets, primary thoroughfares, etc.). A paved roadway that provides vehicular movement from one neighborhood to another, to distant points within the urban area or to freeways or highways leading to other communities.

Street, Mews. A mews street is a grassy, landscaped area on which houses or housing units may face in lieu of facing a paved street (See Section 10.03.073(f), *Mews Streets*, for regulations).

Street, Minor Thoroughfare. A paved roadway that is primarily used for providing through access from neighborhood to neighborhood or commercial areas.

Street, Private. A privately owned roadway within a subdivision for which the private owners assume full responsibility for maintenance and control and which has not been dedicated to the use of the public. This term is inclusive of related alleys.

Street, Stub. A roadway that has been designed to allow for the future extension of the street through subsequent subdivisions.

Street, Substandard. An existing street that does not meet the current minimum street standards of the City.

Street, Unimproved. A roadway that does not meet the City's minimum standards regarding right-of-way width, pavement width, and/or pavement type, as defined in the *Engineering Design Standards*. Most unimproved streets are former country roads that were built before an area was annexed into the City limits and/or before the City implemented thoroughfare design standards.

Subdivider or Developer. An individual, firm, association, syndicate, partnership, corporation, or other organization dividing or proposing to divide land, or making improvements to such land, so as to effect a subdivision of land.

Subdivision. The division of any lot, tract, or parcel of land into two or more lots or sites for the purpose of sale or of building development, whether immediate or future. The term includes resubdivision or replatting of an existing subdivision, building upon, or other development of land, but does not include the division of land into tracts where each resulting lot is more than five acres in size; does not involve or require any new street, alley or easement of access; and no public improvement is being dedicated. As part of a subdivision, if any lot is proposed to be five acres in area or smaller, the entire parent tract must be platted together with such other lots or tracts. When appropriate to context, the term subdivision shall relate to the process of subdividing or to the land subdivided.

Substandard. A condition of a road or other public improvement that does not meet the City's current right-of-way, design, capacity or construction standards.

Surety. A bond, letter of credit, or letter of financial guarantee from a financial institution authorized to operate in the State of Texas.

Surveyor. A person who practices the profession of surveying and is licensed by the State of Texas as a State Land Surveyor or a Registered Public Surveyor.

TCEQ. The acronym for the Texas Commission on Environmental Quality.

Thoroughfare Plan Map. A component of the *Master Thoroughfare Plan* that generally represents the proposed grid-system of major and minor thoroughfares that will support the *Future Land Use Plan*. The exact locations of future roadways cannot be determined without engineering and environmental analysis, but the Map should be used as a guide as development occurs in terms of how connections should be made and by what type of thoroughfare. The Thoroughfare Plan Map also shows existing railroads and proposed transit rail stations.

Tributary. A riparian branch that feeds (i.e., flows into) a Major Creek, as identified and defined in the City's Riparian Study, as amended.

TxDOT: The acronym for the Texas Department of Transportation.

Utility Easement. An easement dedicated to the public for access, construction, reconstruction, and

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

maintenance to water lines, sanitary sewer lines, storm sewers, and those franchises granted permission by the City, utility district, or county to occupy the easement.

Utility, Private. Services, and any related facilities (e.g., distribution lines), not customarily provided by the City or public entities; such services generally include electricity, natural gas, and telecommunications.

Utility, Public. Services, and any related facilities (e.g., distribution lines), typically provided by the City, County, or publicly owned entity; such services include potable water distribution, wastewater collection, and storm water management.

Variance. An exception to a particular standard or requirement of the Subdivision Ordinance that is granted because compliance with the Ordinance requirements would substantially limit the applicant's ability to utilize the land in a manner requested and requires Board of Adjustment approval.

Vegetative Study. A study in which the main purpose is identification and consideration of unique vegetative communities that are important for conserving biotic diversity and are rare due to conversion to other land uses.

Violation. Any failure to comply fully with this Subdivision Ordinance.

Wetland Delineation Study. A study in which the main purposes are to determine jurisdictional wetlands and to ensure compliance with SEC. 404 OF THE CLEAN WATER ACT and other applicable regulations of the U.S. Army Corps of Engineers.

Wetland. An area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Zoning Ordinance. The City of Celina Zoning Ordinance.

Sec. 10.03.103..... COMMONLY USED ABBREVIATIONS.

BOA. Board of Adjustment
CA Factor. Coefficient of Run-Off and Drainage Area
CC. City Council
CCN. Certificates of Convenience and Necessity
CCRs. Conditions, Covenants, and Restrictions (limitations placed on homeowners by the subdivision itself)
DRC. Development Review Committee (made up of representatives of various City departments who review development applications.
ETJ. Extraterritorial Jurisdiction (the geographical area outside the city limits that the city is allowed to annex into the city limits – the distance from the city limit boundary is set by the state and relates to population)
GIS. Geographical Information Systems (mapping)
HOA. Homeowners' Association
MFF. Minimum Finished Floor Elevation (relates to floodplain)
NCTCOG. North Central Texas Council of Governments
P&Z. Planning & Zoning Commission
ROW. Right-of-Way (the paved roadway, grassy area adjacent to the roadway, and the center median)
TCEQ. Texas Commission on Environmental Quality
TIA. Traffic Impact Analysis (a study of the future impact of a particular set of circumstances, such as a new subdivision, on the entire traffic network)
UE. Utility easement
WME. Wall maintenance easement

Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

Table 10.03.111: Applications - Responsible Officials, Initial Decision-Makers, and Appeals

Type of Application or Petition	Approval Authority	Appeal
Amending Plat *Section 10.03.037*	~~Development Services Director~~City Staff	P&Z Commission
Construction Plans *Section 10.03.041*	~~n/a~~City Staff	n/a
Construction Plans, Extension *Section 10.03.041(h)*	n/a	n/a
Construction Release *Section 10.03.041(i)*	n/a	n/a
Conveyance Plat *Section 10.03.032*	P&Z Commission	City Council
Development Agreement *Section 10.03.044*	City Council	n/a
Final Plat *Section 10.03.034*	~~P&Z Commission~~City Staff	~~City Council~~P&Z Commission
Minor Plat *Section 10.03.035*	~~Development Services Director~~City Staff	P&Z Commission
Plat Vacation *Section 10.03.038*	P&Z Commission	City Council
Alley or ROW Vacation *Section 10.03.039*	City Council	n/a
Preliminary Plat *Section 10.03.033*	P&Z Commission	City Council
Preliminary Plat Approval, Extension *Section 10.03.033(k)*	~~Development Services Director~~City Staff	n/a
Replats *Section 10.03.036*	P&Z Commission	City Council
Variances to Subdivision Ordinance *Section 10.03.086*	Board of Adjustment	Court of Record
Minor Modifications to Subdivision Ordinance *Section 10.03.086*	City Staff	Board of Adjustment
Vested Rights Petition *Section 10.03.087*	City Staff	City Council

Diagram 10.03.112: Median & Cross Access

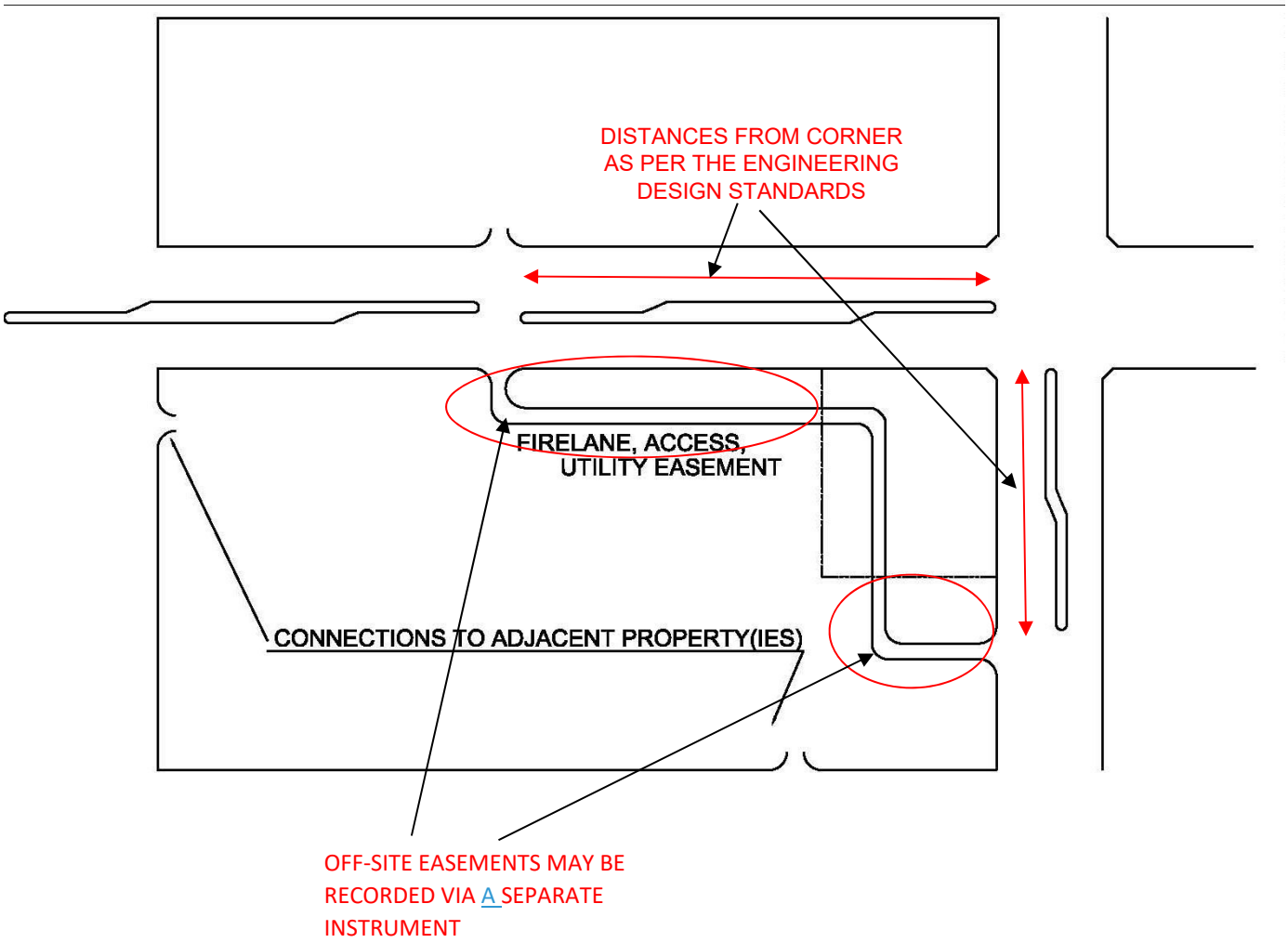
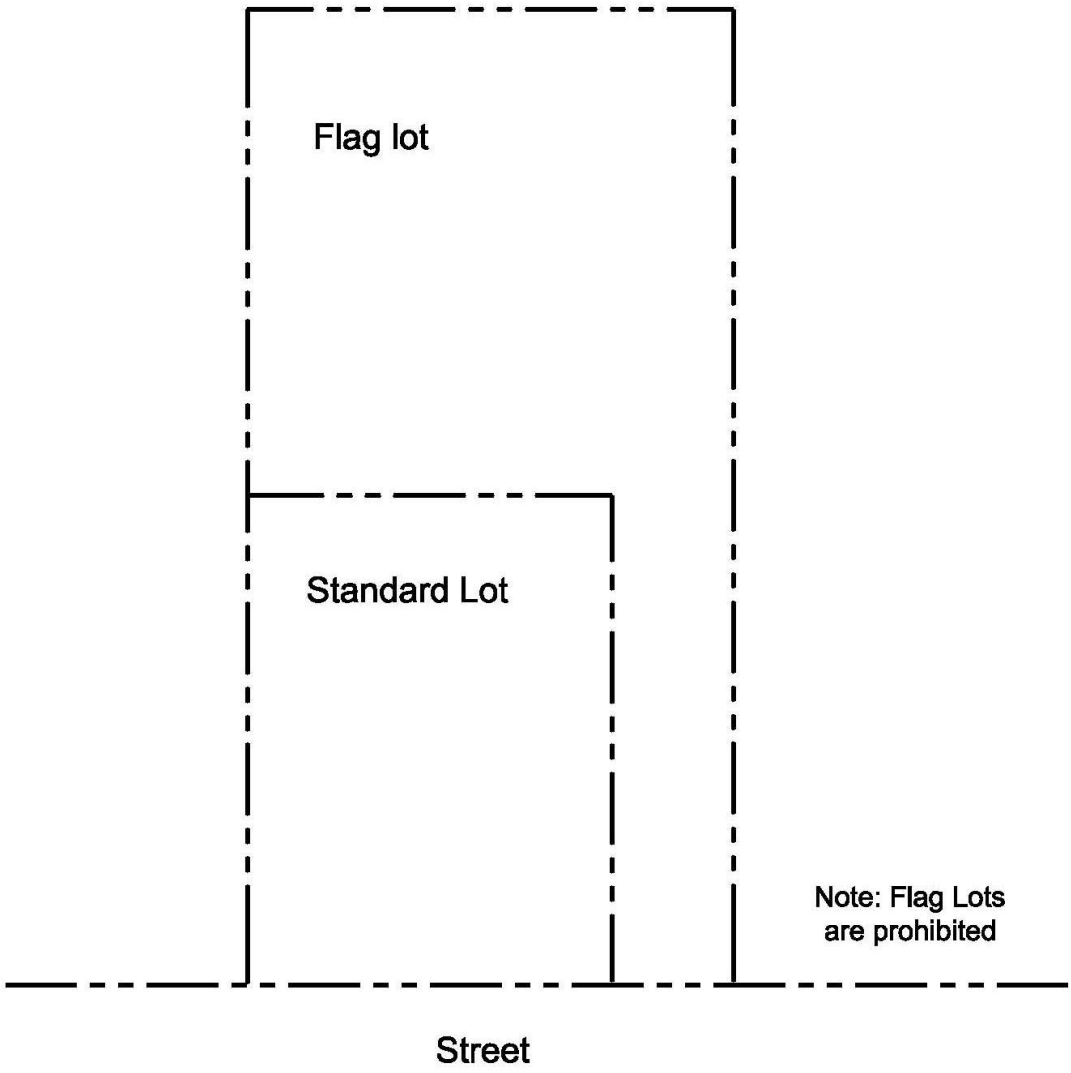
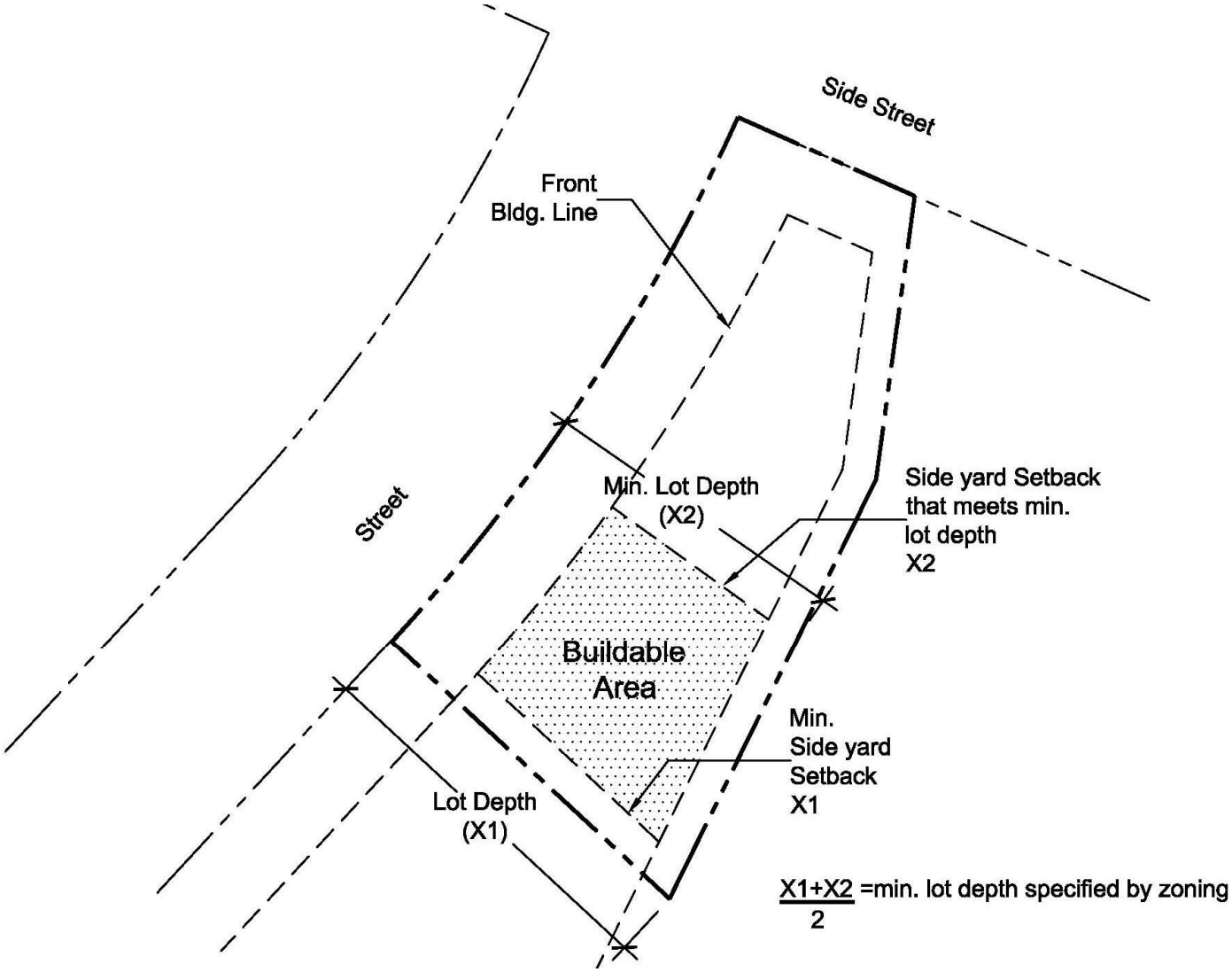


Diagram 10.03.113 - Flag Lots



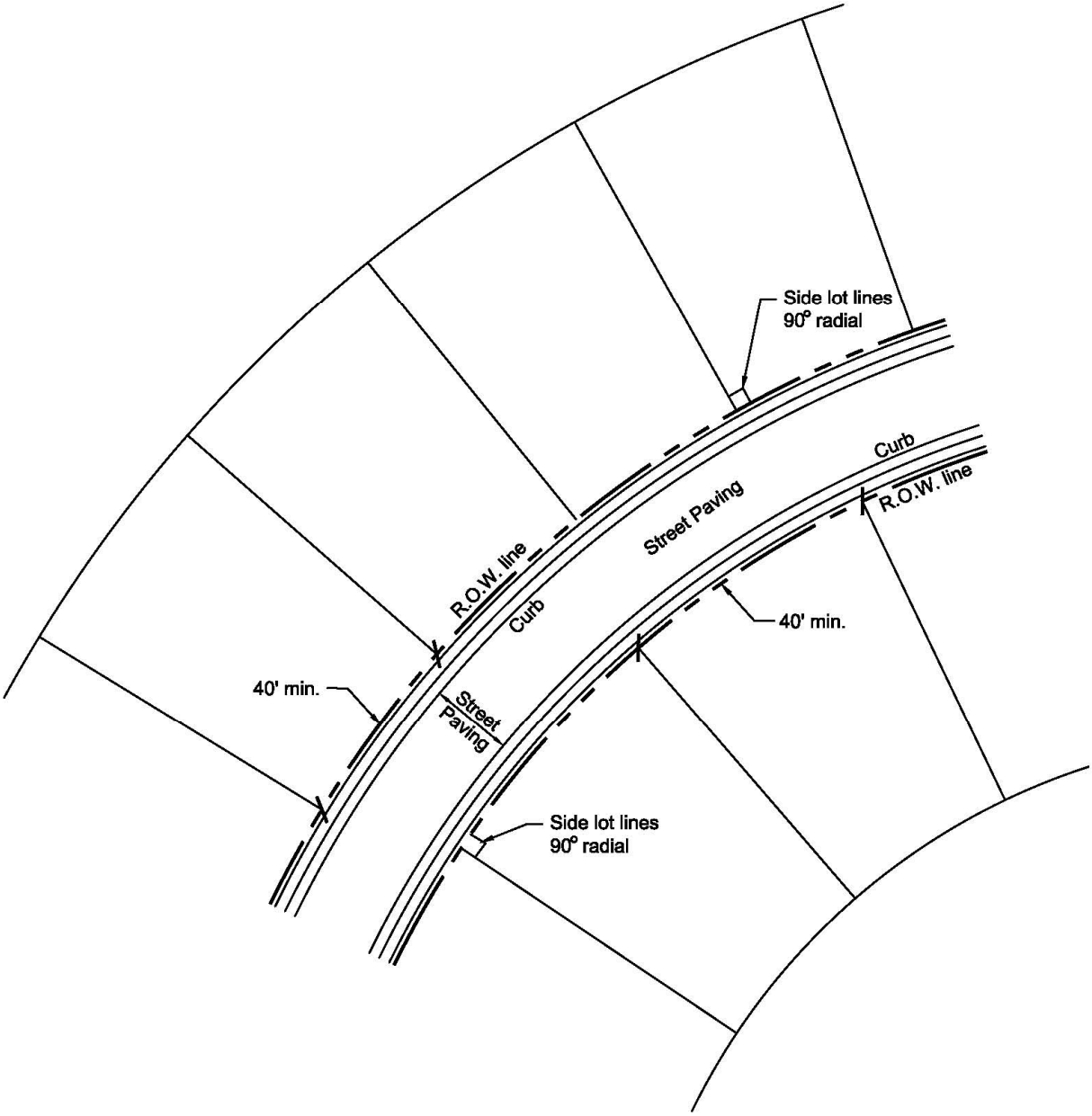
Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

Diagram 10.03.114 - Determining Lot Depth on an Irregular-Shaped Lots



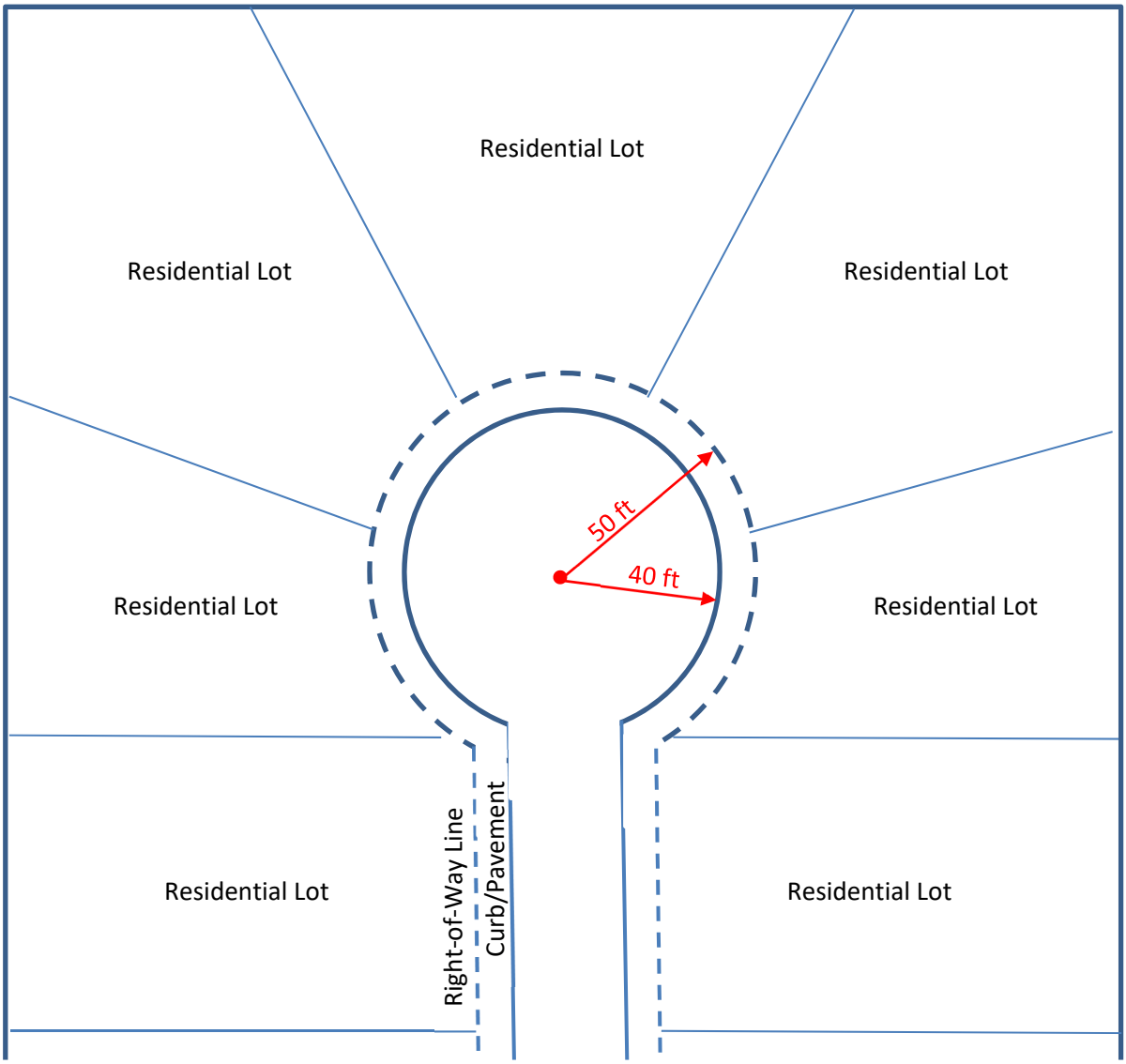
Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

Diagram 10.03.115 - Lot Street Frontage – Curved Streets



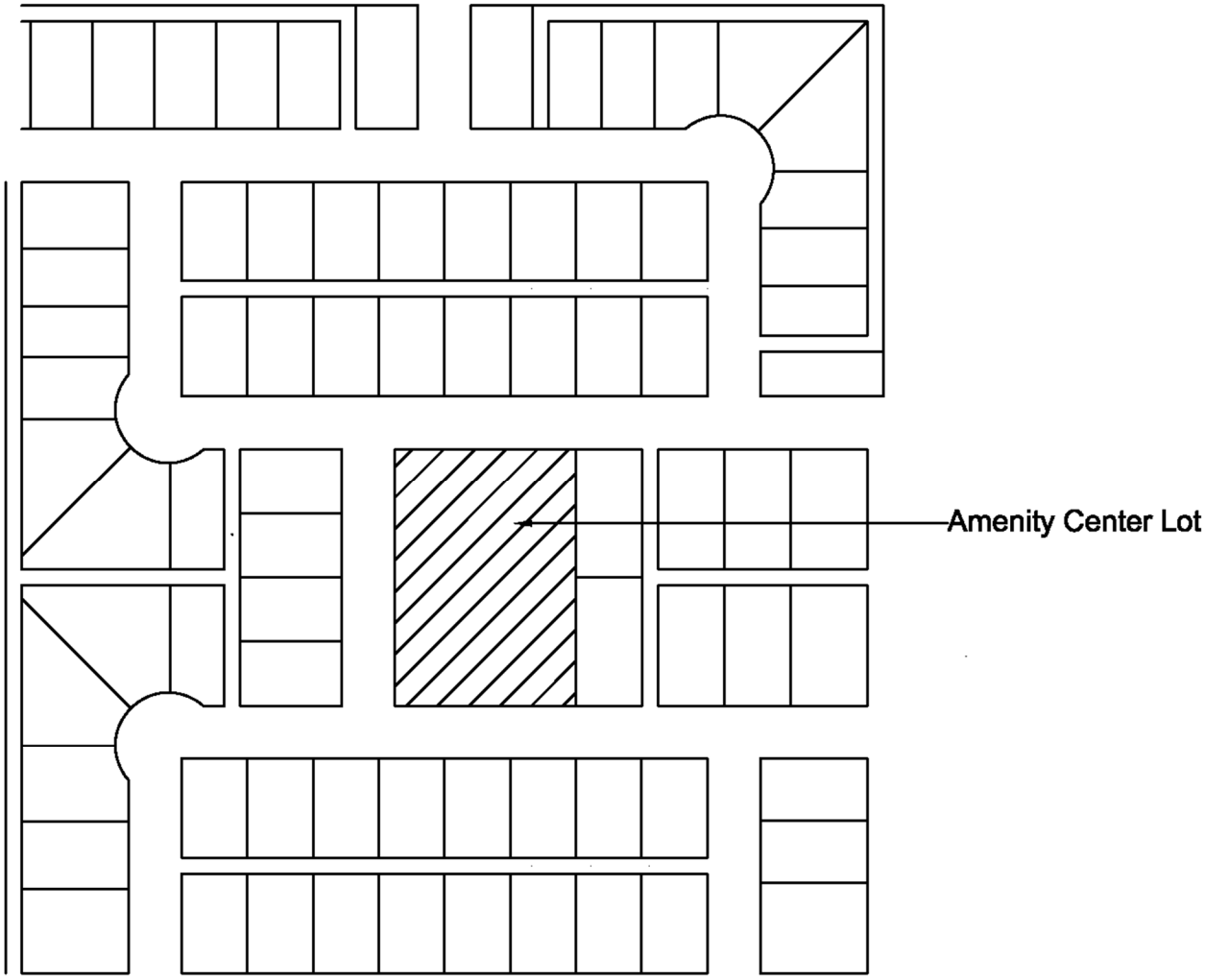
Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

Diagram 10.03.116 – Lot Frontage - Cul-de-Sac Lots, Minimum Dimensions



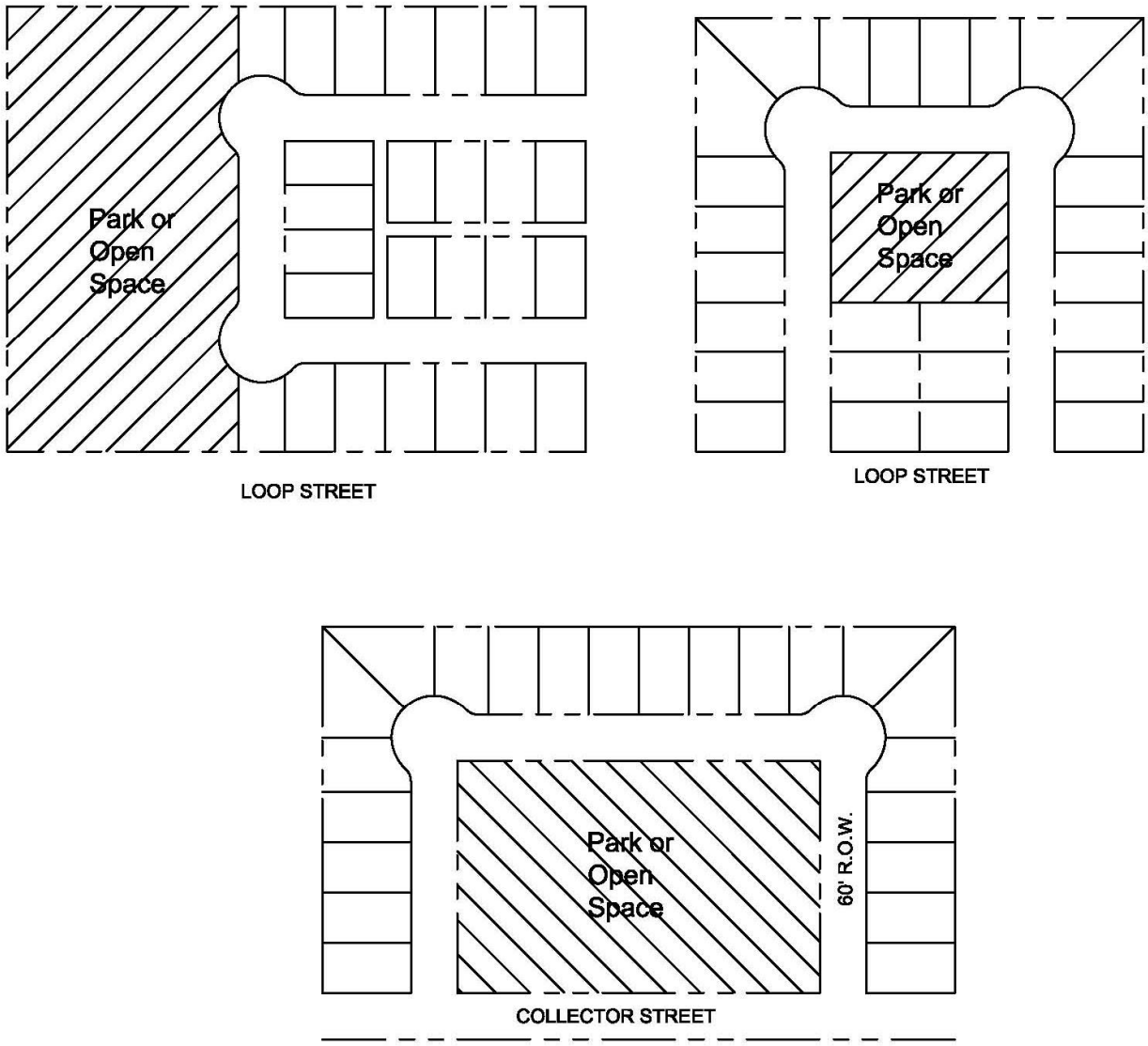
Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

Diagram 10.03.117 - Centrally Located Amenity Center



Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

Diagram 10.03.118 - Access & Lot Orientation to Parks and/or Open Space



Attachment: Red-lined Ordinance (Subdivision Ordinance Amendment)

Subdivision Ordinance

Annual Update

City Council – Public Hearing

November 10, 2020

Attachment: Staff Presentation (Subdivision Ordinance Amendment)

Background

- The current Subdivision Ordinance was adopted in the summer of 2018, with minor revisions during the 2019 annual update
- Since then, multiple long-range plans have been adopted (Trails, Parks, etc.)
- Part of the implementation of those Plans is to ensure that ordinances are updated to reflect the vision as outlined in the Plans

Proposed Ordinance Highlights

- Synchronization with the Trails Master Plan, the Parks Master Plan, and the 2019 Zoning Ordinance update
- General house-keeping and other clean-up
- Clarifying the administrative section on applicability (universal)
- Eliminating extraneous steps in the platting process (recent State law changes)

Policy Considerations

- The maintenance of existing ordinances is best practice in order to maintain a healthy and functioning regulatory framework
- When ordinances match the vision, the desired outcome can be achieved
- All stakeholder departments reviewed and provided input into the proposed revisions (Legal, Engineering, Planning, Fire, Building, & CMO)

Next Steps

- ~~City Council: 9-08-20 (work session)~~
- ~~P&Z: 10-20-20 (public hearing)~~
- City Council: 11-10-20 (public hearing)

Staff recommends approval of the accompanying ordinance as presented. The Planning & Zoning Commission unanimously recommended approval at its public hearing in October.

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:	November 10, 2020
Re:	NWC Frontier & Legacy - Zoning

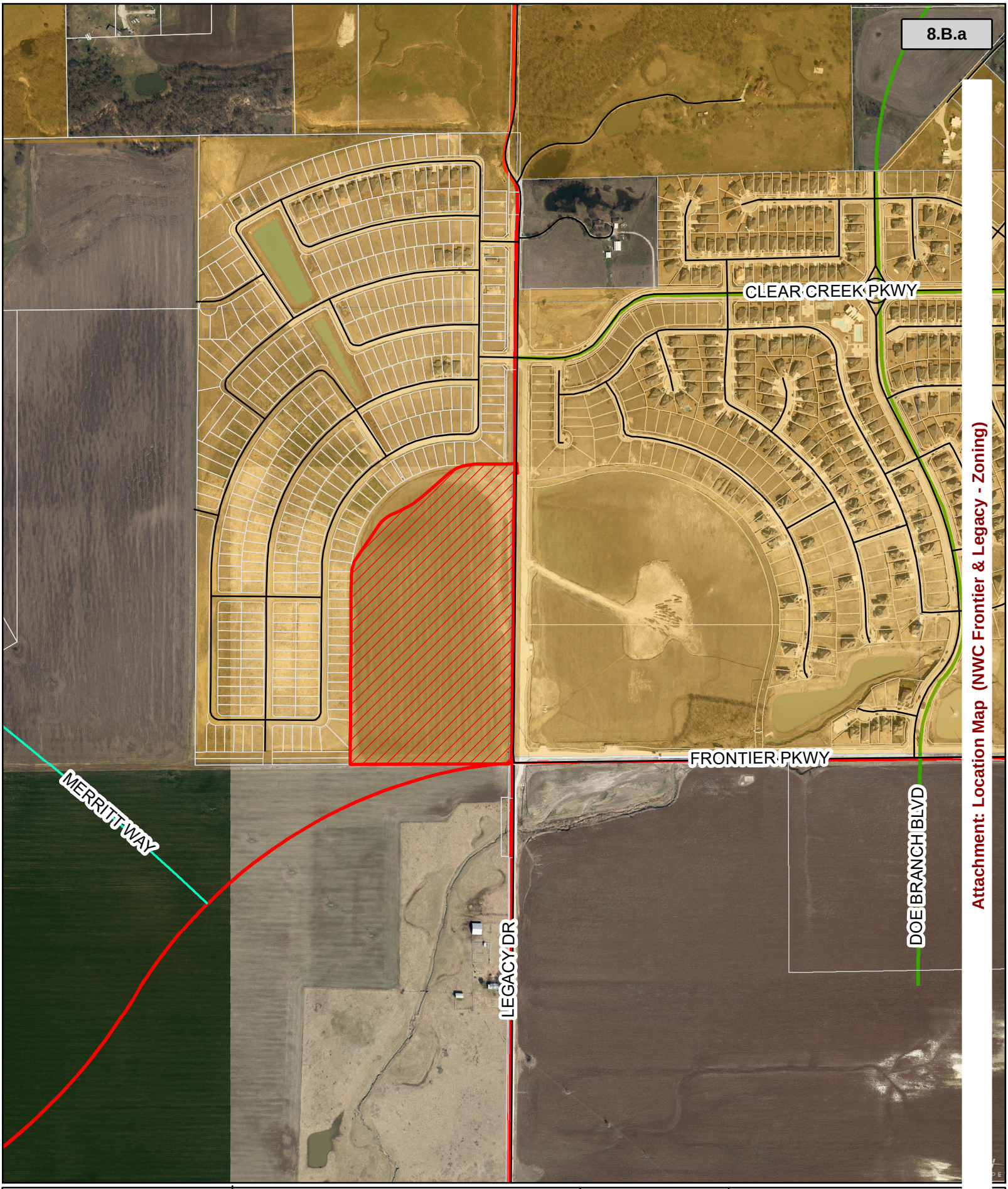
Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning an approximately 29 acre tract of land from Commercial, Office, & Retail Zoning District (C) to Mixed-Use Zoning District (MU), generally located at the northwest corner of Legacy Drive and Frontier Parkway. (NWC Frontier & Legacy - Zoning) (Mohan)

Applicant:
Coats Rose, P.C.
14755 Preston Rd., Ste. 600
Dallas, TX 75254

Background Information:
Refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.



Attachment: Location Map (NWC Frontier & Legacy - Zoning)

CELINA TEXAS EST. 1876
Life Connected.

Location Map
NWC - Legacy & Frontier

Date: 10/5/2020

Legend

- Roads
- SubjectProperty
- City Limits
- Parcels

N W E S

0 Feet

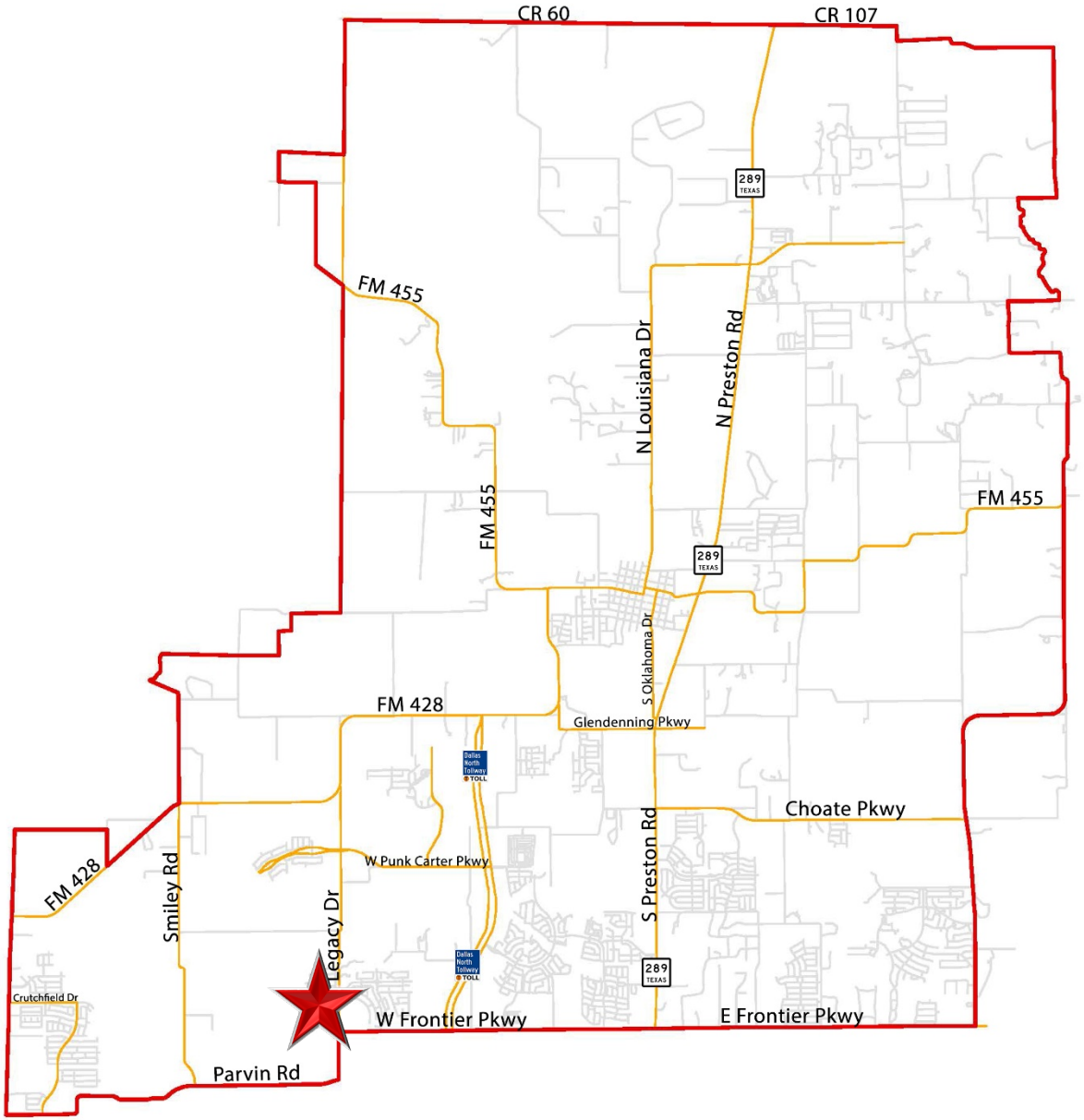
NWC Frontier and Legacy

Zoning

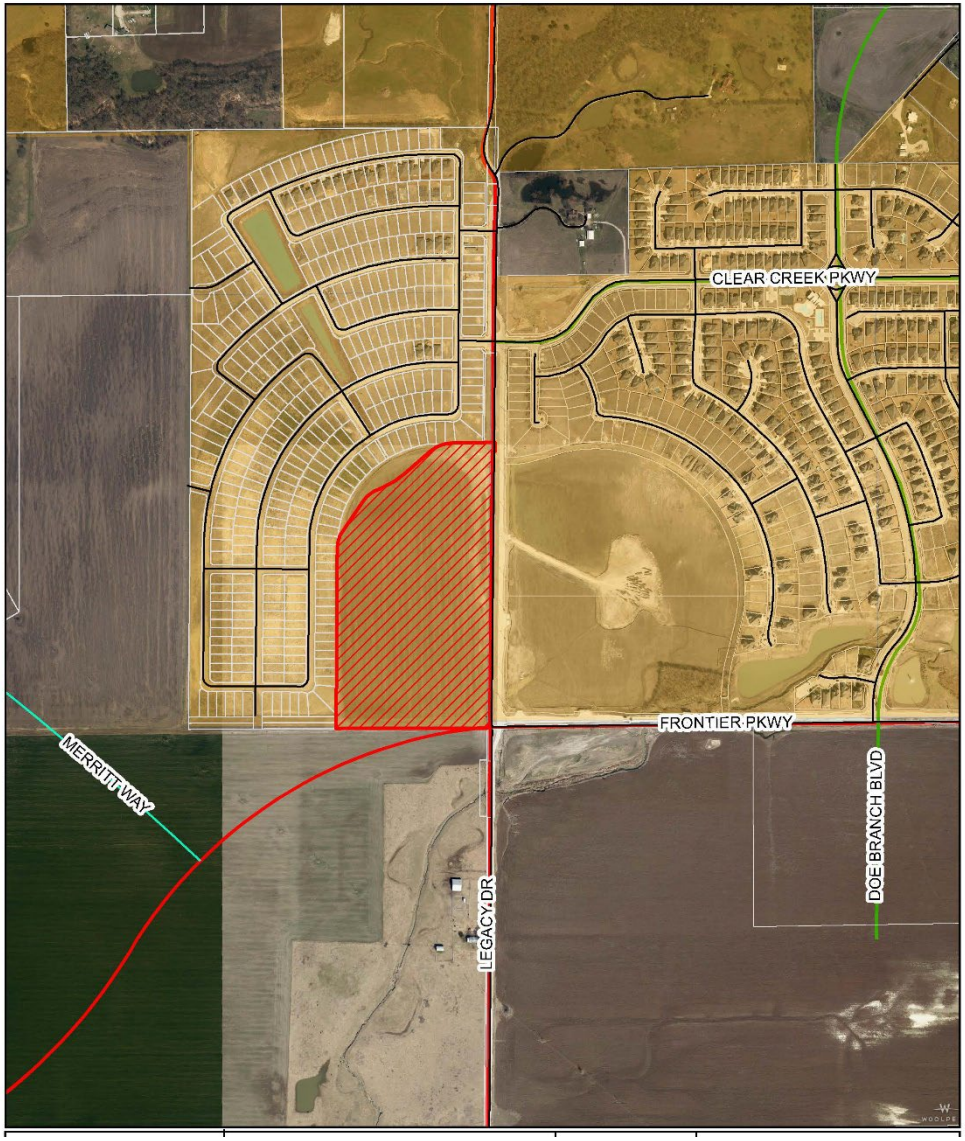
City Council

November 10, 2020

Attachment: Staff Presentation (NWC Frontier & Legacy - Zoning)



Attachment: Staff Presentation (NWC Frontier & Legacy - Zoning)



Location Map

The subject property is generally located at the northwest corner of Legacy Drive and Frontier Parkway

Attachment: Staff Presentation (NWC Frontier & Legacy - Zoning)

Background

- The property is approximately 29 acres
- This property is currently zoned Commercial, Office, & Retail Zoning District (C)
- The request is to rezone the property to Mixed-Use Zoning District (MU)
- At this time, there are no plans to develop the subject property

Policy Considerations

- MU is not an inappropriate zoning designation for the subject property and provides greater market flexibility

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its October 20th regular meeting
- Staff recommends approval as presented

Attachment: Staff Presentation (NWC Frontier & Legacy - Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2020-____
NWC FRONTIER AND LEGACY

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 29 ACRE TRACT OF LAND LOCATED IN THE JOHN MCKIM SURVEY SURVEY, ABSTRACT NO. 889, CITY OF CELINA, DENTON COUNTY, TEXAS, AND GENERALLY LOCATED APROXIMATELY AT THE NORTHWEST CORNER OF FRONTIER PARKWAY AND LEGACY DRIVE; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO BE ZONED MIXED-USE DISTRICT (MU) 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 Texas Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the property has been depicted in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and

Attachment: Draft Ordinance (NWC Frontier & Legacy - Zoning)

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 Mixed-Use District (MU) on a certain tract of land described in in Exhibit "A" and depicted in Exhibit "B."

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Mixed-Use District (MU).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property depicted on Exhibit "A" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

Attachment: Draft Ordinance (NWC Frontier & Legacy - Zoning)

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

Attachment: Draft Ordinance (NWC Frontier & Legacy - Zoning)

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of November, 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 (NWC Frontier & Legacy - Zoning)

Exhibit A
Legal Description

This is to certify that I have, this date, made an on the ground survey of the property located on the Northwest corner of the intersection at Legacy Drive and Frontier Parkway in the City of Celina, Texas, described as follows:

BEING all that certain lot, tract or parcel of land situated in the John McKim Survey, Abstract No. 889, Denton County, Texas, and being a resurvey of 101.164 acre property conveyed to McGee Realty, Ltd., by deed recorded in the County Clerks File Number 94–0046690 of the Deed Records of Denton County, Texas, which is part of the called 136.413 acre tract of land conveyed to Raymond Lee Dalton, Jr., Michael Glenn Dalton and Arthur Dalton in deed recorded in Volume 862, Page 168 of the Deed Records of Denton County, Texas, and being the remainder of that certain tract of land to County Partners, L.P., Tract 1, by deed recorded in Document No. 2004–72653, said Deed Records, and being more particularly described as follows:

COMMENCING at 3/8 inch iron rod found for the Southeast corner of said County Corners Partners tract, same being the Southeast corner of said Dalton 136.413 acre tract said point also being the approximate center of Collin County Road No. 6 (also known as County Line Road and Legacy Drive) at its intersection with Collin County Road No. 5 (also known as Farm Market Road No. 1461 and Frontier Parkway) from the East, same being the Southwest corner of that certain tract of land to Celina Investment Partners, Ltd., by deed recorded in Volume 5916, Page 862, of the Deed Records, Collin County, Texas, same being the northwest corner of that certain tract of land to County Partners, L.P., Tract 2, by deed recorded in Document No. 2004–72653, said Deed Records of Collin County, Texas, same being the southeast corner of that certain Right–of–Way Dedication from County Corner Partners, L.P. to City of Celina, by deed recorded in Document No. 2008–9821, said Deed Records, Denton County, Texas, said point of commencing also considered the point common to the Northwest corner of said Collin County School Land Survey, Abstract No. 147 in Collin County, Texas, the Southwest corner of the William Davenport Survey, Abstract No. 262 in Collin County, Texas, and being in the East line of the John McKim Survey, Abstract No. 889 in Denton County, Texas;

THENCE North 02 deg. 08 min. 34 sec. East, along the east line of said Right–of–Way Dedication, and generally along the centerline of said Collin County Road No. 6, a distance of 70.19 feet to a 1/2 inch iron rod set with Peiser & Mankin Surv red plastic cap (hereinafter referred to as 1/2 inch iron rod set) for the southeast corner of the herein described tract, same being the northeast corner of said Right–of–Way Dedication, same being the POINT OF BEGINNING;

THENCE North 88 deg. 53 min. 30 sec. West (Basis of Bearings per deed recorded in County Clerk's File Number 94–0046690 of the Deed Records of Denton County, Texas), along the south line of the herein described tract, and along the north line of said Right–of–Way Dedication, passing the northwest corner of said Right–of–Way dedication, same being the northeast corner of that certain Right–of–Way Dedication from County Corners Partners, L.P. to City of Celina, by deed recorded in Document 2008–9821, said Deed Records, Denton County, Texas, and continuing along the south line of the herein described tract, and the north line of said Right–of–Way Dedication (Doc. No. 2008–9821), a total distance of 893.15 feet to a 1/2 inch iron rod set for the southwest corner of the herein described tract, same being the southeast corner of that certain tract of land to CADG Frontier 192, LLC, by deed recorded in Document No. 2014–19516, said Deed Records, Denton County, Texas;

THENCE along the common line of said remainder of County Corners Partners tract, and said CADG Frontier 192 tract as follows:

Attachment: Draft Ordinance (NWC Frontier & Legacy - Zoning)

North 02 deg. 06 min. 21 sec. East, a distance of 965.96 feet to a 5/8 inch iron rod found with "Peloton" cap found for the beginning of a curve to the right having a radius of 140.00 feet, a delta angle of 33 deg. 25 min. 15 sec., and a chord bearing and distance of North 18 deg. 49 min. 00 sec. East, 80.51 feet;

In a northeasterly direction, and along said curve to the right, an arc distance of 81.66 feet to a 1/2 inch iron rod set;

North 35 deg. 31 min. 39 sec. East, a distance of 214.10 feet to a 5/8 inch iron rod found with "Peloton" cap for the beginning of a curve to the right having a radius of 200.00 feet, a delta angle of 34 deg. 19 min. 05 sec., and a chord bearing and distance of North 52 deg. 41 min. 09 sec. East, 118.01 feet;

In a northeasterly direction, and along said curve to the right, an arc distance of 119.79 feet to a 1/2 inch iron rod set for the beginning of a reverse curve to the left, having a radius of 585.00 feet, a delta angle of 19 deg. 40 min. 58 sec., and a chord bearing and distance of North 60 deg. 00 min. 11 sec. East, 193.14 feet;

In a northeasterly direction, and along said reverse curve to the left, an arc distance of 194.09 feet to a 1/2 inch iron rod set;

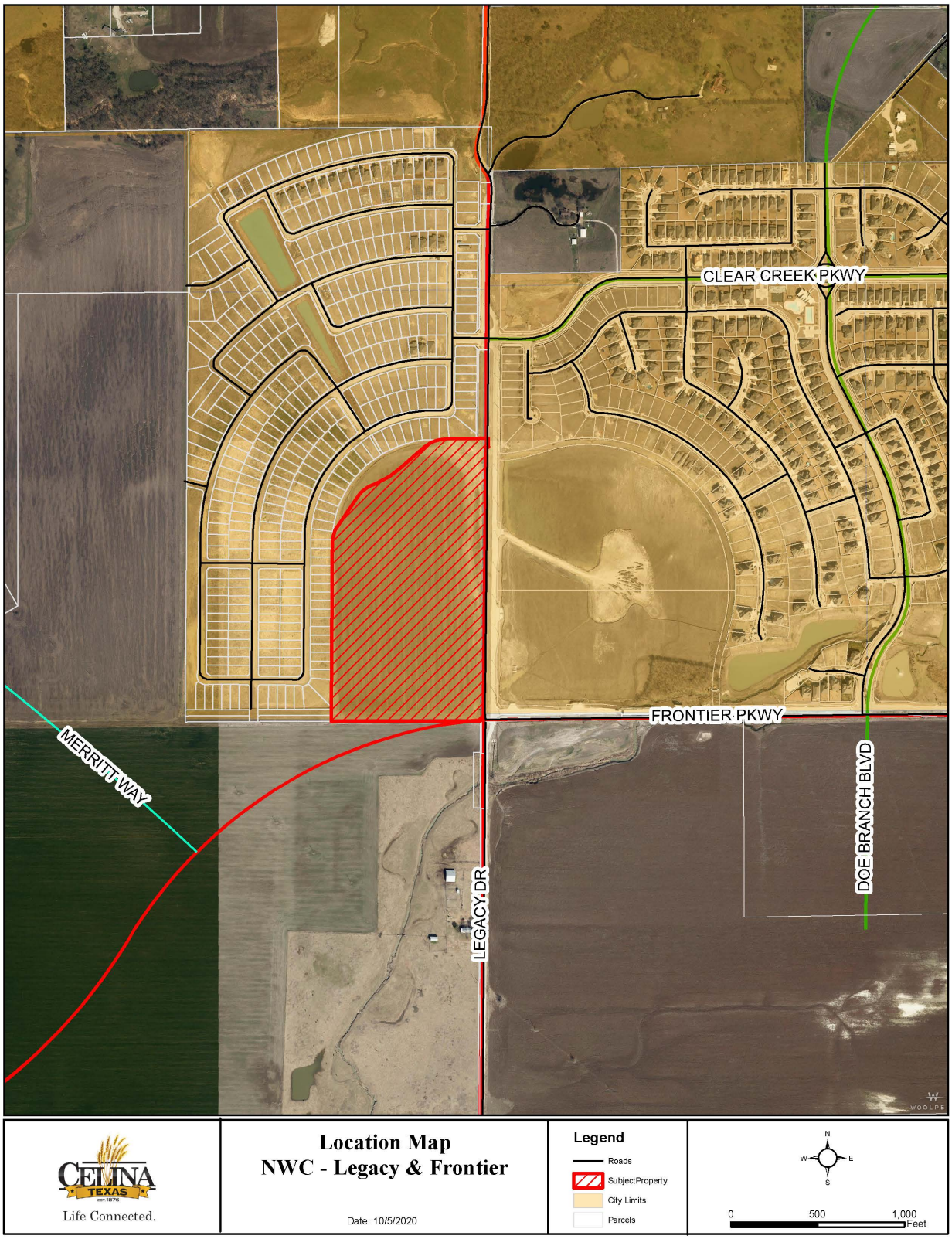
North 50 deg. 09 min. 42 sec. East, 159.09 feet to a 1/2 inch iron rod set for the beginning of a curve to the right having a radius of 235.00 feet, a delta angle of 40 deg. 56 min. 46 sec., and a chord bearing and distance of North 70 deg. 38 min. 05 sec. East, 164.39 feet to a 5/8 inch iron rod found with "Peloton" cap;

South 88 deg. 53 min. 32 sec. East, 226.89 feet to a 1/2 inch iron rod found for the northeast corner of the herein described tract, same being the most easterly southeast corner of said CADG Frontier 192 tract, same being in the approximate center of aforesaid Collin County Road No. 6;

THENCE South 02 deg. 08 min. 34 sec. West, along the east line of said County Corners Partners tract, and generally along Collin County Road No. 6, and being the considered the common line of the John McKim Survey, Abstract No. 889 in Denton County, Texas, and the William Davenport Survey, Abstract No. 262 in Collin County, Texas, a distance of 1554.26 feet to the POINT OF BEGINNING and containing 28.661 acres of computed land, more or less.

Attachment: Draft Ordinance (NWC Frontier & Legacy - Zoning)

Exhibit B
Location Exhibit



Attachment: Draft Ordinance (NWC Frontier & Legacy - 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:	November 10, 2020
Re:	Northside at Rollertown Alley Abandonment

Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance abandoning and vacating an approximately 0.088 acre and a 0.082 acre right-of-way, generally located north of Malone Street and east of the BNSF Railroad. (Northside at Rollertown Alley Abandonment)

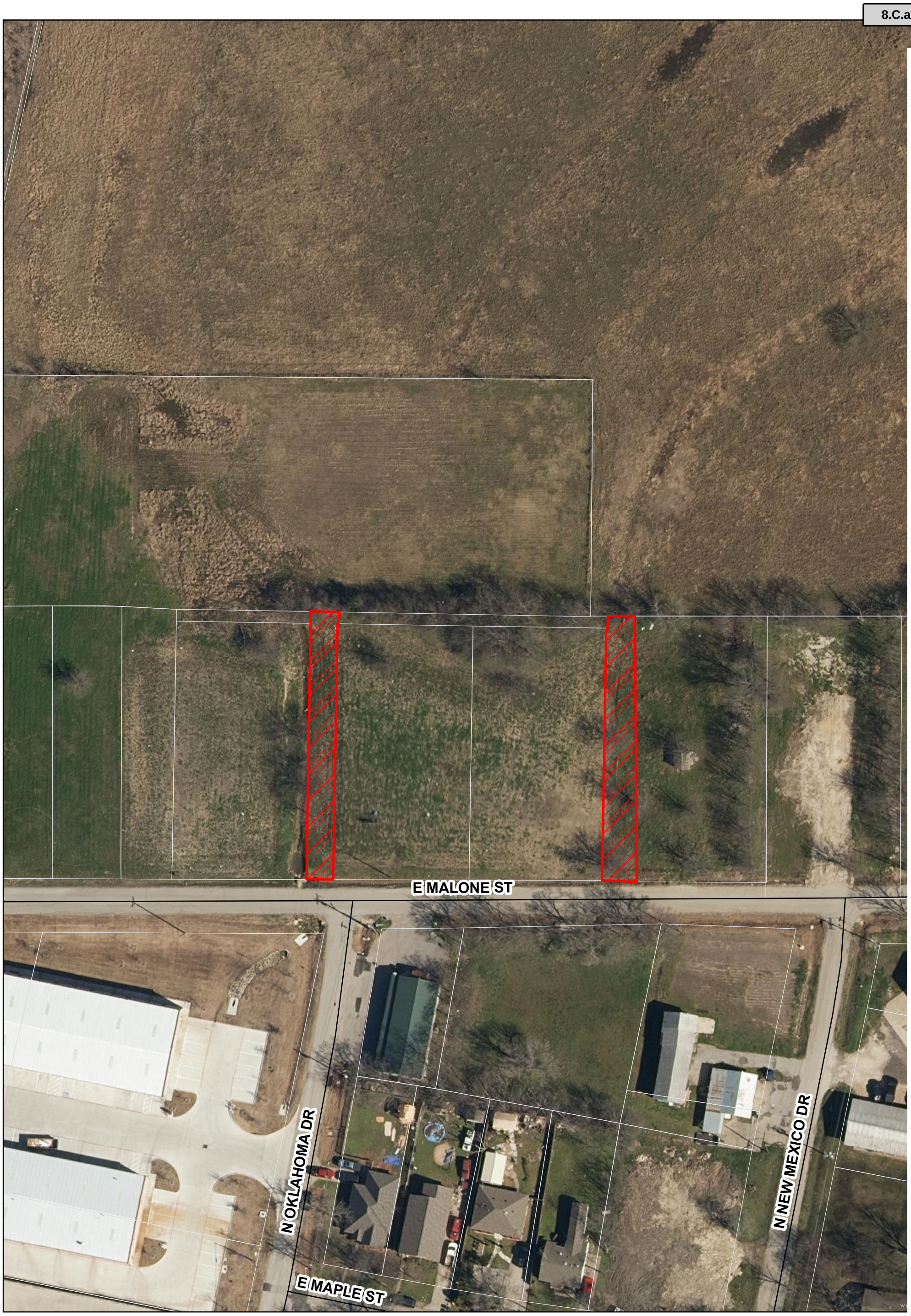
Owner:
RCI - Celina 115, LP
9550 John W. Elliott Drive, Suite 106
Frisco, TX 75033

Applicant:
Kimley-Horn & Associates, Inc.
6160 Warren Parkway, Suite 210
Frisco, TX 75034

Background Information:
Refer to the attached documents for further information.

Supporting Documents:
- Location Map
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.



Attachment: Location Map (Northside at Rollertown Alley Abandonment)

CELINA TEXAS EST. 1876

Life Connected.

Location Map Rollertown Alley Abandonment

Date: 11/3/2020

Legend

- Roads
- Subject Property
- Parcels

N W E S

0 62.5 125 Feet

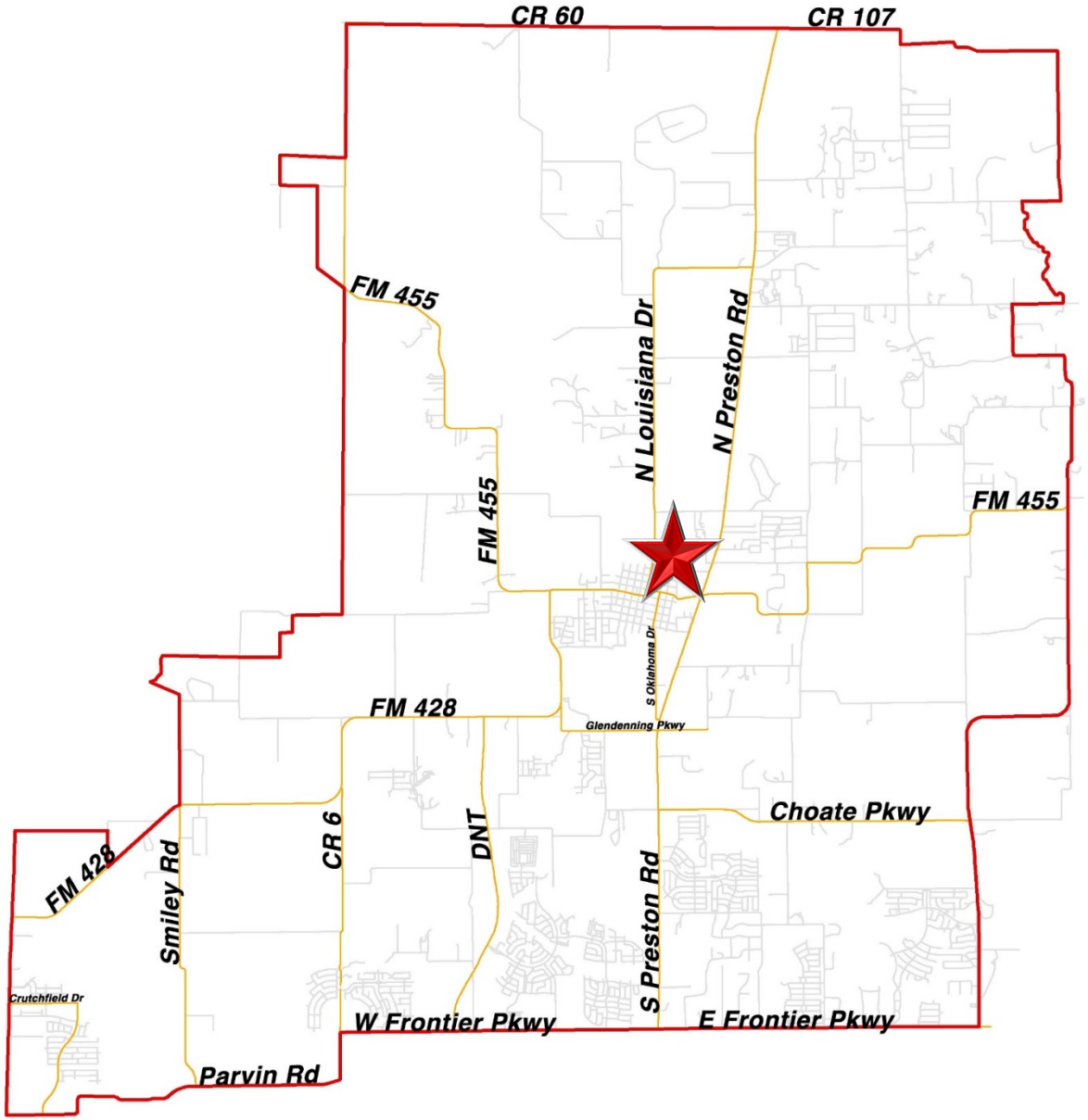
Northside at Rollertown

Right-of-Way (Alley) Abandonment

City Council

November 10, 2020

Attachment: Staff Presentation (Northside at Rollertown Alley Abandonment)



Attachment: Staff Presentation (Northside at Rollertown Alley Abandonment)

Location Map

The subject property is generally located north of Malone Street and east of BNSF Railroad

Attachment: Staff Presentation (Northside at Rollertown Alley Abandonment)

Background

- There are two vacant alley rights-of-way within and adjacent to the Northside at Rollertown development that have never been constructed, nor utilized
- Each alley is approximately 15-20’ wide and approximately 0.8 acres each
- The Subdivision Ordinance outlines the right-of-way abandonment process

Project Overview

- The alley abandonment will retain any easements necessary for utilities
- The alley abandonment will transfer the property from the City to the owners adjacent to the alley, as governed by State law
- All internal stakeholder departments have reviewed the application, including Engineering

Recommendation

- Staff recommends approval as presented

Attachment: Staff Presentation (Northside at Rollertown Alley Abandonment)

CITY OF CELINA, TEXAS
ORDINANCE 2020-____
NORTHSIDE AT ROLLERTOWN RIGHT-OF-WAY ABANDONMENT

AN ORDINANCE ABANDONING AND VACATING APPROXIMATELY 0.088 ACRE AND 0.082 ACRE UNIMPROVED RIGHTS-OF-WAY GENERALLY LOCATED NORTH OF MALONE STREET AND EAST OF THE BNSF RAILROAD TRACT, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 170, COLLIN COUNTY, TEXAS; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the properties immediately adjacent to the 0.088 acre and 0.082 acre unimproved rights-of-way generally located north of Malone Street and east of the BNSF Railroad tract, situated in the Collin County School Land Survey, Abstract No. 170, Collin County, Texas, have petitioned the City of Celina to vacate said rights-of-way; and

WHEREAS, after due notice was sent to all persons owning properties adjacent to such right-of way and all persons affected thereby; and

WHEREAS, after due notice and hearing held before the City Council of the City of Celina, the City Council has determined and finds that the right-of-way is not needed for travel by the general public, and that the same should be vacated.

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

SECTION 1. That the 0.088 acre and 0.082 acre unimproved rights-of-way generally located north of Malone Street and east of the BNSF Railroad tract, situated in the Collin County School Land Survey, Abstract No. 170, Collin County, Texas, more fully described in Exhibit A and depicted in Exhibit B, attached hereto, is hereby closed and vacated for public travel.

SECTION 2. The City of Celina reserves a perpetual drainage and utility easement within the vacated right-of-way.

SECTION 3. This ordinance shall take effect immediately from and after its passage.

Attachment: Draft Ordinance (Northside at Rollertown Alley Abandonment)

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas on the 10th day of November, 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 (Northside at Rollertown Alley Abandonment)

Exhibit A
Legal Description

ALLEY A

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 170, City of Celina, Collin County, Texas, and being a 20 foot wide alley right of way as shown on the Map of Celina recorded in Volume 1, Page 114 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of a called 0.868 acre tract of land described as Tract 1 in a deed to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332190 of the Official Public Records of Collin County, Texas, common to the southeast corner of said alley right of way, being on the northerly right of way line E. Malone Street, a variable width right of way;

THENCE North 89°28'47" West, along the southerly line of said alley right of way and the northerly right of way line of said E. Malone Street, a distance of 20.00 feet to the southwest corner of said alley right of way, common to the southeast corner of a called 0.438 acre tract of land described as Tract 2 in said deed recorded in Instrument No. 20200306000332190 of the Official Public Records of Collin County, Texas;

THENCE North 1°12'55" East, departing the northerly right of way line of said E. Malone Street, along the westerly line of said alley right of way and the easterly line of said Tract 2, a distance of 190.75 feet to a 1/2 inch iron rod with plastic cap stamped "G.M. GEER 3258" found for the northeast corner of said Tract 2, common to the northwest corner of said alley right of way, being on the southerly line of a called 2.932 acre tract of land described in a deed to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332120 of the Official Public Records of Collin County, Texas;

THENCE South 88°41'59" East, along the northerly line of said alley right of way and the southerly line of said 2.932 acre tract, a distance of 20.00 feet to the northeast corner of said alley right of way, common to the northwest corner of said Tract 1;

THENCE South 1°12'55" West, departing the southerly line of said 2.932 acre tract, along the east line of said alley right of way and the westerly line of said Tract 1, a distance of 190.48 feet to the **POINT OF BEGINNING** and containing 0.088 of an acre (3812 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Attachment: Draft Ordinance (Northside at Rollertown Alley Abandonment)

ALLEY B

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 170, City of Celina, Collin County, Texas, and an alley right of way as shown on the Map of Celina recorded in Volume 1, Page 114 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "G.M. GEER 3258" found for the northeast corner of a called 0.868 acre tract of land described as Tract 1 in a deed to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332190 of the Official Public Records of Collin County, Texas, common to the northwest corner of said alley right of way, being on the southerly line of a called 114.889 acre tract of land described in a deed to RCI-Celina 115 LP, as recorded in Instrument No. 20200306000332040 of the Official Public Records of Collin County, Texas;

THENCE South 89°58'09" East, along the northerly line of said alley right of way and the southerly line of said 114.889 acre tract, a distance of 14.96 feet to the northeast corner of said alley right of way, common to the northwest corner of a tract of land described as First Tract in a deed to Socorro E. Mendoza and wife, Yolanda G. Mendoza, as recorded in Volume 4592, Page 1425 of the Land Records of Collin County, Texas;

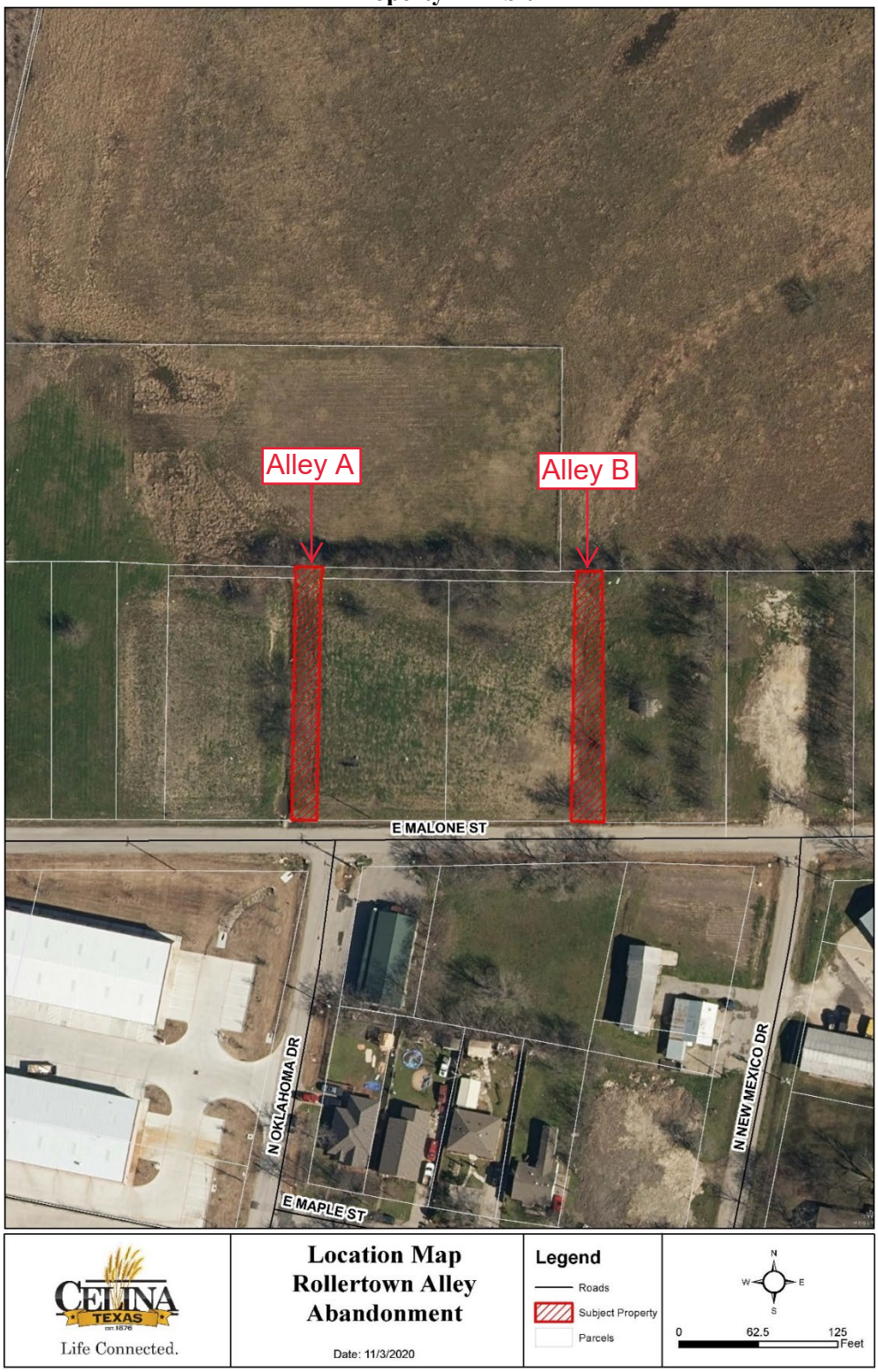
THENCE South 0°06'00" West, departing the southerly line of said 114.889 acre tract, along the east line of said alley right of way and the westerly line of said First Tract, a distance of 209.00 feet to the southeast corner of said alley right of way, common to the southwest corner of said First Tract, being on the northerly right of way line of E. Malone Street, a variable width right of way;

THENCE North 89°58'09" West, along the southerly line of said alley right of way and the northerly right of way line of said E. Malone Street, a distance of 19.03 feet to a PK nail found for the southwest corner of said alley right of way;

THENCE North 1°12'55" East, along the westerly line of said alley right of way and continuing along the northerly right of way line of said E. Malone Street, passing en route a 1/2 inch iron rod found for the southeast corner of said Tract 1, and continuing along the same course and along the easterly line of said Tract 1, a distance of 209.04 feet to the **POINT OF BEGINNING** and containing 0.082 of an acre (3,552 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

EXHIBIT B
Property Exhibit



Attachment: Draft Ordinance (Northside at Rollertown Alley Abandonment)

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:	November 10, 2020
Re:	Ownsby Farms Phase #2 - PID Levy

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

Background Information:
Refer to the attached ordinance for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Staff Presentation
- Draft Ordinance

Staff Recommendation:
Staff recommends approval.

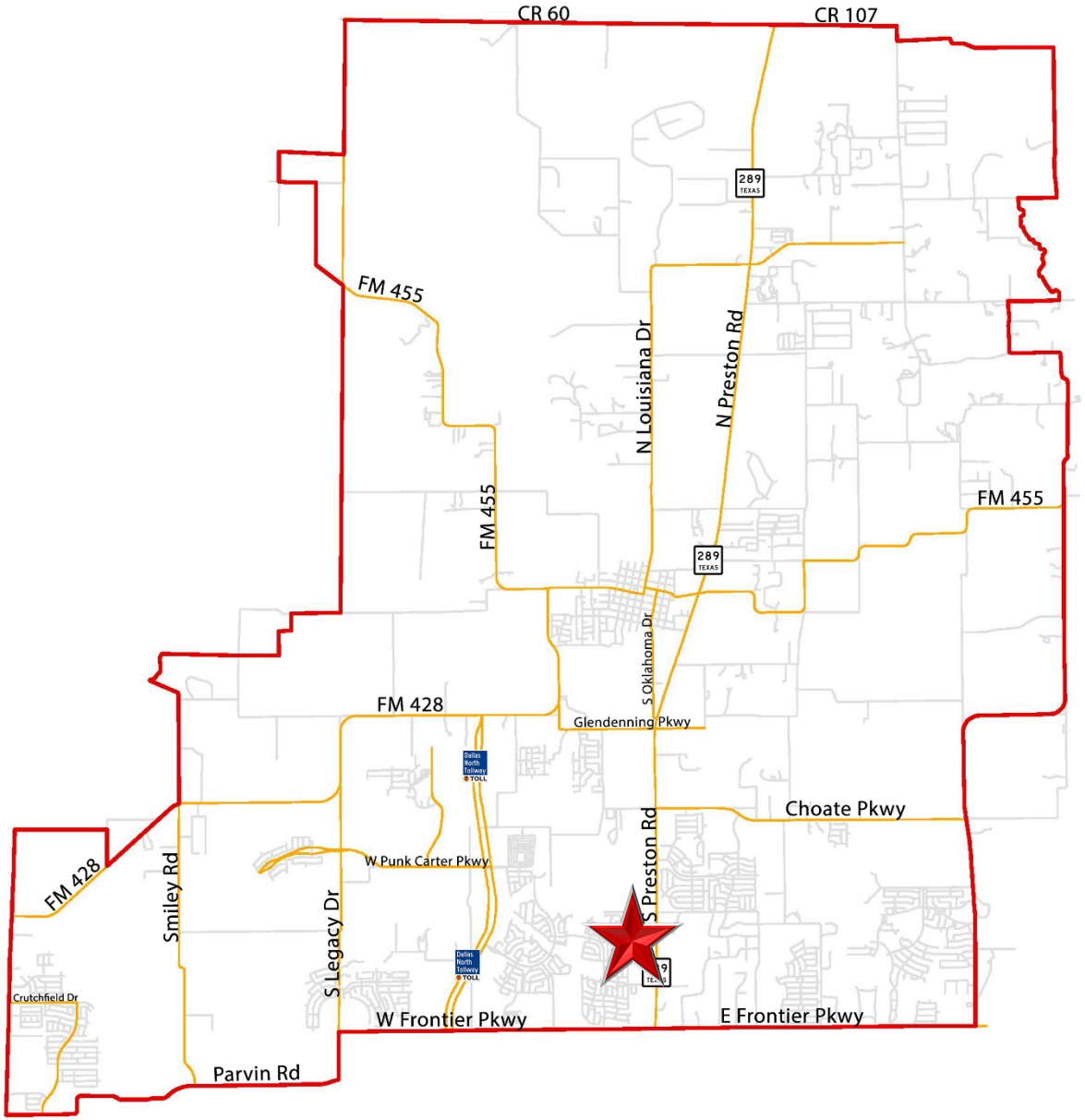
Ownsby Farms Phase#2

PID Assessment Levy - Public Hearing

City Council

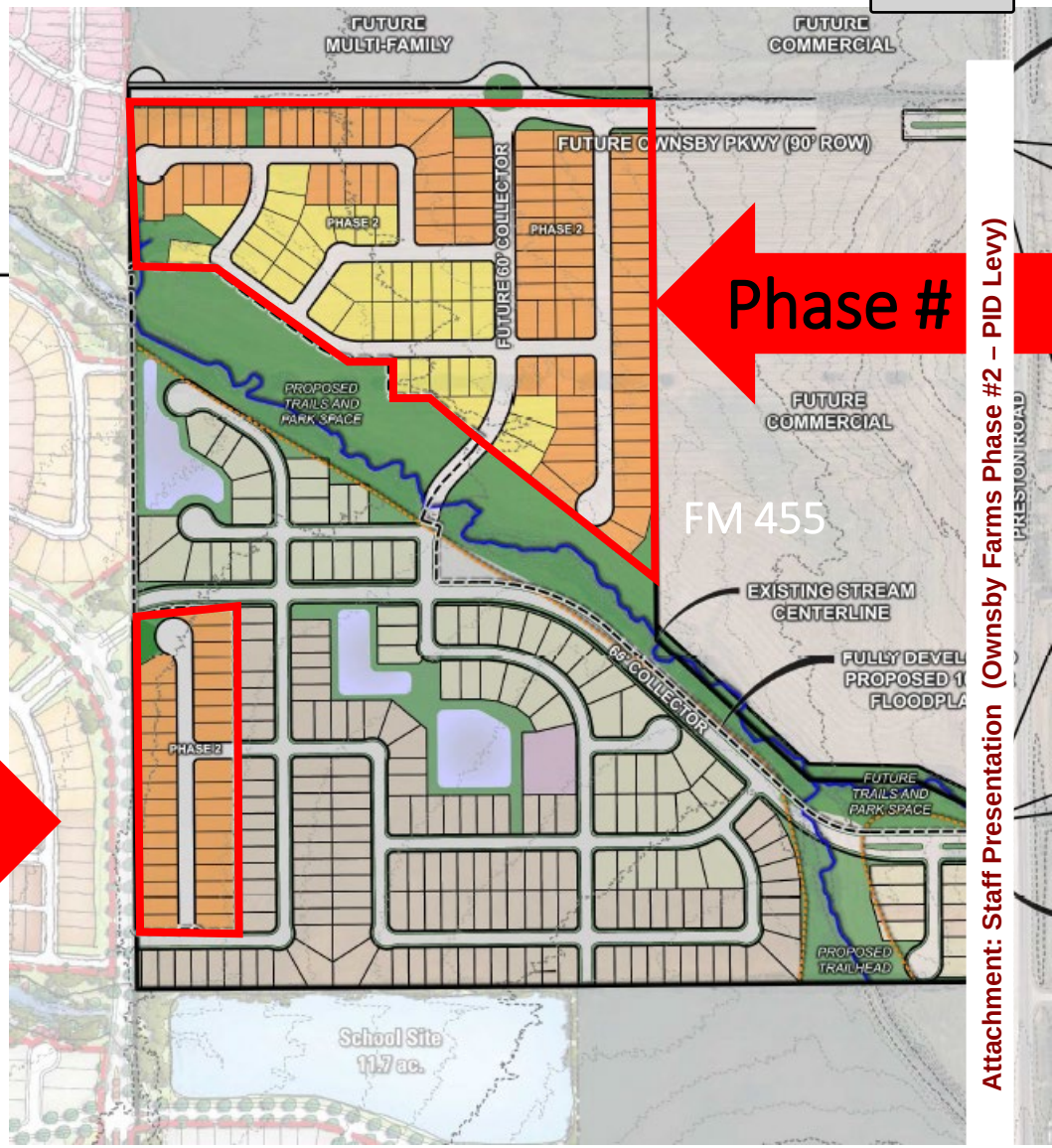
November 10, 2020

Attachment: Staff Presentation (Ownsby Farms Phase #2 – PID Levy)



Attachment: Staff Presentation (Ownsby Farms Phase #2 – PID Levy)

Phasing Exhibit



Phase # 2

Attachment: Staff Presentation (Ownsby Farms Phase #2 – PID Levy)

PID Overview

- 168 lots
- Estimated Improvement cost: $8.5M
- Estimated PID assessment amount: $6.8M

PID Assessment

Assessment per Unit	
60’ Lot	$31,325
50’ Lot	$26,104

PID Timeline

- ~~May 12, 2015 – PID Petition Acceptance~~
- ~~June 9, 2015 – PID Creation Resolution~~
- ~~October 13, 2020– Pre-SAP Resolution~~
- November 10, 2020 – SAP/Levy Ordinance

Recommendation

- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING AN UPDATED SERVICE AND ASSESSMENT PLAN AND PHASE #2 DIRECT IMPROVEMENT ASSESSMENT ROLL FOR THE OWNSBY FARMS PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #2 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 26, 2015, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the City to be known as the Ownsby Farms Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District, and the signature of the property owners who owned taxable real property that constituted more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on June 9, 2015, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Sec. 372.009 of the PID Act and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 2015-26R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the District in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, on January 15, 2016, the City published the Authorization Resolution in *The Celina Record* a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after January 15, 2016; and

WHEREAS, on October 13, 2020, the City Council adopted a resolution approving a preliminary service and assessment plan update, determining the total costs of the Phase #2 Direct Improvements (as defined in the Service and Assessment Plan, defined below), calling for a public hearing to consider the levying of the assessments against the property within Phase #2 (as defined in the Service and Assessment Plan) of the District (the "Phase #2 Direct Improvements Assessments"), authorizing and directing the filing of a proposed assessment roll for Phase #2 of the District (the "Phase #2 Direct Improvement Assessment Roll"), authorizing and directing the publication of notice of a public hearing to consider the levying of the Phase #2 Direct Improvements Assessments against the property within Phase #2 of the District (the "Levy and Assessment Hearing") in a newspaper of general circulation in the City, and directing related action; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on October 23, 2020 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Phase #2 Direct Improvements Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on *November 10, 2020*, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Phase #2 Direct Improvement Assessment Roll, and the proposed Phase #2 Direct Improvements Assessments, and to offer testimony pertinent to any issue presented on the amount of the Phase #2 Direct Improvements Assessments, the allocation of costs of the Phase #2 Direct Improvements, the purposes of the Phase #2 Direct Improvements Assessments, the special benefits of the Phase #2 Direct Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Phase #2 Direct Improvements Assessments; and

WHEREAS, the City Council finds and determines that the Phase #2 Direct Improvement Assessment Roll and the updated Ownsby Farms Public Improvement District Service and Assessment Plan, dated November 10, 2020 (the "Service and Assessment Plan"), attached as ***Exhibit A*** hereto and which is incorporated herein for all purposes, should be approved and that the Phase #2 Direct Improvements Assessments should be levied as provided in this Ordinance

and the Service and Assessment Plan and the Phase #2 Direct Improvement Assessment Roll attached thereto as Appendix H; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of costs of the Phase #2 Direct Improvements, the Phase #2 Direct Improvement Assessment Roll, or the levy of the Phase #2 Direct Improvements Assessments; and

WHEREAS, the City Council closed the Levy and Assessment Hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the costs of the Phase #2 Direct Improvements (as reflected in the Service and Assessment Plan) and the Administrative Expenses (as reflected in the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Phase #2 Direct Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Phase #2 Direct Improvements and has been reviewed and updated annually, including by the Service and Assessment Plan attached hereto;

(c) The Service and Assessment Plan apportions the cost of the Phase #2 Direct Improvements to be assessed against the property in Phase #2 of the District and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #2 Direct Improvements;

(d) All of the real property in Phase #2 of the District which is being assessed in the amounts shown in the Phase #2 Direct Improvement Assessment Roll will be

benefited by the Phase #2 Direct Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits in each year equal to or greater than each annual Phase #2 Direct Improvements Assessments and will receive special benefits during the term of the Phase #2 Direct Improvements Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the costs of the Phase #2 Direct Improvements and the Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Phase #2 Direct Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Phase #2 Direct Improvement Assessment Roll in the form attached as Appendix H to the Service and Assessment Plan should be approved as the Phase #2 Direct Improvement Assessment Roll for Phase #2 of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Phase #2 Direct Improvements Assessments, interest on Annual Installments, interest and penalties on delinquent Phase #2 Direct Improvements Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Phase #2 Direct Improvements Assessments should be approved and will expedite collection of the Phase #2 Direct Improvements Assessments in a timely manner in order to provide the services and improvements needed and required for the area within the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, 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.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Phase #2 Direct Improvement Assessment Roll.

The Phase #2 Direct Improvement Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Phase #2 Direct Improvement Assessment Roll for Phase #2 of the District.

Section 5. Levy and Payment of Special Assessments for Costs of Phase #2 Direct Improvements.

(a) The City Council hereby levies an assessment on each tract of property (excluding Non-Benefitted Property) located within Phase #2 of the District, as shown and described in the Service and Assessment Plan and the Phase #2 Direct Improvement Assessment Roll, in the respective amounts shown on the Phase #2 Direct Improvement Assessment Roll as a special assessment on the properties set forth in the Phase #2 Direct Improvement Assessment Roll.

(b) The levy of the Phase #2 Direct Improvements Assessments shall be effective on the date of execution of this Ordinance levying Phase #2 Direct Improvements Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Phase #2 Direct Improvements Assessments shall be as described in the Service and Assessment Plan.

(d) Each Phase #2 Direct Improvements Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Phase #2 Direct Improvements Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Phase #2 Direct Improvement Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the costs of the Phase #2 Direct Improvements and the Administrative Expenses is as set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Phase #2 Direct Improvements Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan.

Section 8. Prepayments of Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Assessed Property within Phase #2 may prepay the Phase #2 Direct Improvements Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the owners of property in Phase #2 of the District intend for the obligations, covenants and burdens on the owners of the Assessed Property in Phase #2 , including without limitation the property owners' obligations related to payment of the Phase #2 Direct Improvements Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Phase #2 Direct Improvements Assessments and the Annual Installments thereof, which are levied hereby, shall be binding upon the owners of the Assessed Property in Phase #2 , and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Phase #2 Direct Improvements Assessments shall have lien priority as specified in the Service and Assessment Plan, the PID Act, and as otherwise allowed by law.

Section 10. Appointment of Initial Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc. is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Phase #2 Direct Improvements Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan, in this Ordinance and in any contract between the City and the Administrator. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor is hereby appointed and designated as the collection of the Phase #2 Direct Improvements Assessments.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Phase #2 Direct Improvements Assessments by the City.

Section 12. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Phase #2 Direct Improvement Assessment Roll, to be recorded in the real property records of Collin County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to 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 Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Phase #2 Direct Improvements Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

ADOPTED, PASSED, AND APPROVED on this the 10th day of November, 2020.

ATTEST: **CITY OF CELINA**

_____ _____

Vicki Tarrant, City Secretary Chad Anderson, Mayor Pro-Tem

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2020 by Chad Anderson and Vicki Tarrant, the Mayor Pro-Tem and City Secretary of the City of Celina, Texas, respectively, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed
Commission Expires:_____

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

Exhibit A

Service and Assessment Plan

Ownsby Farms Public Improvement District

City of Celina, Texas

Preliminary Updated Service and Assessment Plan

January 17, 2017

As updated for Phase #2 on November 10, 2020

Prepared By:

MuniCap, Inc.
Public Finance

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

OWNSBY FARMS
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY UPDATED SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

I. PLAN DESCRIPTION AND DEFINED TERMS 1

A. INTRODUCTION 1

II. PROPERTY INCLUDED IN THE PID 9

A. PROPERTY INCLUDED IN THE PID 9
B. PROPERTY INCLUDED IN PHASE #1 9
C. PROPERTY INCLUDED IN PHASE #2 9

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS 10

A. AUTHORIZED IMPROVEMENT OVERVIEW 10
B. DESCRIPTIONS OF COSTS OF MAJOR IMPROVEMENTS 10
C. DESCRIPTIONS OF COSTS OF PHASE #1 IMPROVEMENTS 12
D. DESCRIPTIONS OF ESTIMATE COSTS OF PHASE #2 DIRECT IMPROVEMENTS 14

IV. SERVICE PLAN 16

A. SOURCES AND USES OF FUNDS 16

V. ASSESSMENT PLAN 22

A. INTRODUCTION 22
B. SPECIAL BENEFIT 23
C. ASSESSMENT METHODOLOGY 25
D. ASSESSMENTS 27
E. ADMINISTRATIVE EXPENSES 27
F. PREPAYMENT RESERVE 27
G. AG EXEMPTION FORECLOSURE RESERVE 28
H. DELINQUENCY RESERVE 28
I. TIRZ ANNUAL CREDIT AMOUNT 28

VI. TERMS OF THE ASSESSMENTS 29

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #1 29
B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2 29
C. REALLOCATION OF ASSESSMENTS 30
D. MANDATORY PREPAYMENT OF ASSESSMENTS 31
E. REDUCTION OF ASSESSMENTS 31
F. PAYMENT OF ASSESSMENTS 32
G. COLLECTION OF ANNUAL INSTALLMENTS 33

VII. THE ASSESSMENT ROLL 35

A. PHASE #1 ASSESSMENT ROLL 35
B. PHASE #2 ASSESSMENT ROLL 35
C. ANNUAL ASSESSMENT ROLL UPDATES 35

VIII. MISCELLANEOUS PROVISIONS 37

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

A. Administrative Review 37
B. Termination of Assessments 37
C. Amendments 37
D. Administration and Interpretation of Provisions 38
E. Severability 38

APPENDIX A - The PID MAP

APPENDIX B - Costs of the Authorized Improvements

APPENDIX C - Diagrams of the Authorized Improvements

APPENDIX D - Lot types and Equivalent Units

APPENDIX E - Allocation of Assessments

APPENDIX F - Phase #1 Assessment Roll

APPENDIX G - Phase #2 Major Improvement Assessment Roll

APPENDIX H - Proposed Phase #2 Direct Improvement Assessment Roll

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On June 9, 2015 (the "Creation Date") the City Council (the "City Council") of the City of Celina, Texas (the "City") passed and approved Resolution No. 2015-26R approving and authorizing the creation of the Ownsby Farms 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 is located within the City of Celina.

The property in the PID is proposed to be developed in approximately two phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on the property in each phase for the public improvements to be provided for 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. This Ownsby Farms Public Improvement District Preliminary 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 Authorized Improvement Costs 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 in this Service and Assessment Plan. The Assessments as shown on the Assessment Rolls are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

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. 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, County permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs may 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.

"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) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and codes with respect 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 shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

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

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments, as shown on the Assessment Rolls attached hereto as Appendix F and Appendix G and Appendix H, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, (iii) the prepayment reserve described in Section V.F. of this Service and Assessment Plan, and (iv) the delinquency reserve described in Section V.H. of this Service and Assessment Plan.

"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 any property that benefits from the Authorized Improvements within the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the 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 and amounts 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" or **"Assessment Rolls"** means collectively or separately, as applicable, the Phase #1 Assessment Roll included in this SAP as Appendix F, the Phase #2 Major Improvements Assessment Roll included in this SAP as Appendix G, the Phase #2 Direct Improvements Assessment Roll included in this SAP as Appendix H or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this SAP and in the PID Act.

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

"Authorized Improvement Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

"Bonds" mean any bonds issued for financing the Authorized Improvements, including the Phase #1 Bonds, the Phase #2 Major Improvement Bonds and the Phased PID Bonds, in one or more series and secured in whole or in part by the Assessment Revenues.

"**Budgeted Cost(s)**" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"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, which may be in segments or sections.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"City Major Improvements" means the additional public improvements to be constructed as part of the agreement between the City and the Developer under the Development Agreement as discussed in Section III.A.

"County" means Collin County, Texas.

"Delinquency Reserve" has the meaning set forth in Section V.G. of this Service and Assessment Plan.

"**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.

"Developer" means CADG Ownsby Farms, LLC, a Texas limited liability company and its successors and assigns.

"**Development Agreement"** means that certain Development Agreement relating to the PID executed by and between the Developer and the City effective July 19, 2016, as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix D attached hereto.

"Homeowner Association" means a homeowners' association or property owners' association established for the benefit of property owners within the PID.

"Homeowners' Association Special Assessment Allocation" means 1% of the total Assessment that will be reallocated to cover the benefit received by the Homeowner's Association from the Authorized Improvements benefitting the Homeowner Association Property once the Homeowner Association is created within the PID.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of Collin 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 final average home value for each lot as of the date of the recorded subdivision plat, 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.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with approximately 7,200 square feet size and a lot width of 60 feet, which may be referred to as such in the Planned Development District.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with approximately 6,000 square feet size and a lot width of 50 feet, which may be referred to as such in the Planned Development District.

"Major Improvements" means the Authorized Improvements that will benefit all Assessed Property in the PID as described in Section III.A.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Public Property and easements that create an exclusive use for a public utility provider. 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.D.

"Other Major Improvements" means the Major Improvements other than City Major Improvements as described in Section III.A.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the official public records for real property in Collin 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 within the PID, identified as "Phase #1" 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 on the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

"**Phase #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 collectively the Phase #1A Bonds issued by the City (defined in Section IV.A.) and the Phase #1B Bonds [defined in Section IV.A.], if any, to be issued by the City to finance the Phase #1 Improvements.

"**Phase #1 Improvements**" mean the Authorized Improvements which only benefit Phase #1 Assessed Property and the portion of the Major Improvements required to be constructed for the development allocable to Phase #1 as described in Section III.B.

"Phase #1 Reimbursement Agreement" means that certain Ownsby Farms Public Improvement District Phase #1 Reimbursement Agreement, dated January 17, 2017, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Phase #1 Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phase #1 Improvements funded by the Developer with interest as permitted by the PID Act.

"Phase #2" means the second Phase to be developed within the PID, identified as "Phase #2" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

"**Phase #2 Assessed Property**" means all Parcels within Phase #2 other than Non-Benefited Property and shown on the Phase #2 Major Improvements Assessment Roll and the Phase #2 Direct Improvements Assessment Roll against which an Assessment relating to the Phase #2 Major Improvements, and the Phase #2 Direct Improvements, respectively, is levied.

"**Phase #2 Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for the Phase #2 Major Improvements and Phase #2 Direct Improvements.

"Phase #2 Bonds" mean the Phase #2 Bonds, if any, to be issued by the City to finance the Phase #2 Direct Improvements.

"**Phase #2 Direct Improvements Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for the Phase #2 Direct Improvements.

"**Phase #2 Direct Improvements**" mean the Authorized Improvements which only benefit Phase #2 Assessed Property as described in Section III.C.

"Phase #2 Direct Improvement Assessment Roll" means the document included in this Service and Assessment Plan as Appendix H**,** 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 applicable Bonds or in connection with any Annual Service Plan Update.

"**Phase #2 Improvements**" mean collectively the Phase #2 Direct Improvements and the Phase #2 Major Improvements.

"Phase #2 Major Improvement Bonds" mean the Phase #2 Major Improvement Bonds (defined in Section IV.A.) issued by the City to finance a portion of the Phase #2 Major Improvements.

"**Phase #2 Major Improvements**" mean the portion of the Major Improvements required to be constructed for the development allocable to Phase #2 as described in Section III.B.

"Phase #2 Major Improvement Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G**,** 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 #2 Reimbursement Agreement" means that certain Ownsby Farms Public Improvement District Phase #2 Reimbursement Agreement, dated November 10, 2020, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Phase #2 Direct Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phase #2 Direct Improvements 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. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels, other than Non-Benefited Property, located within the respective Phase.

"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.

"Planned Development District" means the zoning classification established as PD – Planned Development District #39 pursuant to Ordinance No 2015-14 adopted by the City Council designating the zoning and development standards.

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

"Prepayment Reserve" has the meaning set forth in Section V.F. of this Service and Assessment Plan.

"Public Property" means property, right of way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Collin County, the City, a school district or any other public agency or political subdivision, 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. 7" means the Tax Increment Reinvestment Zone No. 7, City of Celina, Texas.

"TIRZ Annual Credit Amount" means, for each Parcel, such Parcel's prorated amount of TIRZ Revenues calculated pursuant to Section VI.A. 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 certain public improvements as provided for in the Tax Increment Reinvestment Zone No. Seven 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. 7 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.A. 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 a Trust Indenture, including a substitute fiscal agent or trustee.

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Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 113.5 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 373 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (373) and the classification of each lot are based upon the proposed development plan.

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

Table II-A
Proposed Development - Updated

Proposed Development Type	Quantity	Measurement
Single Family Residential – 60 Feet	110	units
Single Family Residential – 50 Feet	263	units
Total	**373**	**units**

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 72.85 acres and consists of 205 single family residential units as further described in Section III. A map of the property within Phase #1 and Phase #2 and depicting the boundaries of each proposed Phase is shown in Appendix A.

C. PROPERTY INCLUDED IN PHASE #2

Phase #2 consists of approximately 40.7 acres and is projected to consist of approximately 168 residential units. This Service and Assessment Plan is being updated to add additional details of Phase #2 In connection with the issuance of each new series of Phased PID Bonds for Phase #2. A map of the projected property within each Phase is shown in Appendix A.

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.

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act identifies the authorized improvements that a City may choose to undertake with the establishment of a PID. The Authorized Improvements identified in the PID Act 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 mall;
(v) acquisition and installment of pieces of art;
(vi) acquisition, construction or improvement of libraries;
(vii) acquisition, construction or improvement of off-street parking facilities;
(viii) acquisition, construction or improvement of 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) development, rehabilitation, or expansion of affordable housing.

The City has determined that of the improvements authorized under the PID Act, it will undertake at this time only those Authorized Improvements more particularly described in Section III.B, Section III.C, Section III.D and Section III.E. Any change to the list of Authorized Improvements, including any Future Phase Improvements as described in Section III.E, will require the approval of the City.

B. DESCRIPTIONS OF COSTS OF MAJOR IMPROVEMENTS

The Major Improvements are the Authorized Improvements that benefit all Assessed Property in the PID. The Major Improvements include public improvements constructed as part of the agreement between the Developer and the City under the Development Agreement, ("City Major Improvements") and other Major Improvements required for the PID ("Other Major Improvements"). The Major Improvements include roadway improvements, water distribution system improvements and sanitary sewer collection system improvements.

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

Roadway improvements

The road improvements part of the Major Improvements includes construction of perimeter road and thoroughfare improvements, including related paving, turn lanes, curbs, gutters, sidewalks, signage, and traffic control devices. The road improvements include approximately 3,000 linear feet of 7" thick concrete pavement for John Campbell Trail (400 linear feet of 2 – 25' divided pavement section within a 90' ROW, 2,600 linear feet of 37' undivided pavement section within a 60' ROW), 1,400 linear feet of 7" thick concrete pavement for Josephine Boulevard (37' undivided pavement section within a 60' ROW), 2,250 linear feet of 7" thick concrete pavement for Ownsby Parkway (1,400 linear feet of 2 – 25' divided pavement section within a 90' ROW, 950 linear feet of 37' undivided pavement section within a 60' ROW) and will provide street access to the PID as well as access to community roadways and state highways. All roadway projects have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Water distribution system improvements

The water distribution system improvements part of the Major Improvements consists of construction approximately 2,550 linear feet of 18" watermain and 600 linear feet of 12" watermain and installation of water lines, mains, pipes, valves and appurtenances, necessary for the water distribution system, as well as related testing, trench safety and erosion protection. These water distribution system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Sanitary sewer collection system improvements

The sanitary sewer improvements part of the Major Improvements consists of construction approximately 3,650 linear feet of 12" sanitary sewer main connects into a regional 21" sewer main at Josephine Boulevard and the creek and run north through Josephine Boulevard, east through Ownsby Parkway, and continues north along Preston Road to connect into the existing Carter Ranch sewer system and installation of service lines, manholes, encasements and appurtenances. The sanitary sewer collection system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Strom drainage collection system improvements

The storm drainage collection system improvements part of the Major Improvements consists of construction approximately 18" – 36" reinforced concrete pipes, 6'x4', 7'x4', and 7'x5' reinforced concrete boxes, and 8 – 10'x8' multi-reinforced box culverts to server John Campbell Trail, 18" – 42" reinforced concrete pipes and 8 – 10'x4' multi-reinforced box culverts to server Josephine Boulevard, 18" reinforced concrete pipe and 2 – 6'x4' multi-reinforced box culverts to server Ownsby Parkway. The storm drainage collection system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Table III-A below shows the Actual Costs of the Major Improvements that have been constructed. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

Table III-A
Authorized Improvements - Major Improvements
Actual Costs

Description	Phase #1	Phase #2	Total
City Major Improvements			
Roadway improvements	$378,519	$308,355	$686,874
Water improvements	$28,623	$23,317	$51,940
Sanitary sewer improvements	$166,976	$136,025	$303,001
Storm drainage improvements	$13,248	$10,793	$24,041
Other soft costs	$173,303	$134,726	$308,029
Subtotal - City Major Improvements	*$760,669*	*$613,216*	*$1,373,885*
Other Major Improvements			
Roadway improvements	$916,300	$746,450	$1,662,750
Water improvements	$25,732	$20,962	$46,694
Sanitary sewer improvements	$2,447	$1,993	$4,440
Storm drainage improvements	$32,074	$26,128	$58,202
Other soft costs	$264,187	$216,459	$480,646
Subtotal - Other Major Improvements	*$1,240,740*	*$1,011,992*	*$2,252,732*
Total	**$2,001,409**	**$1,625,208**	**$3,626,617**

Note: The Major Improvements related to Phases #1 and Phases #2 are categorized based on the projected timing of construction.

C. Descriptions of Costs of Phase #1 Improvements

The Phase #1 Improvements are the Authorized Improvements that benefit the Phase #1 Assessed Property. The descriptions of the Phase #1 Improvements are presented below, and the Actual Costs of the Phase #1 Improvements are shown in Table III-B.

Roadway improvements

The roadway improvements within Phase #1 include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. The road improvements include approximately 15,000 linear feet of local collectors (6" thick 31' wide concrete section) within a 50' ROW and will provide street access to each lot within Phase #1 as well as access to community roadways and state highways. All roadway projects have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

Water distribution system improvements

The water distribution system improvements within Phase #1 consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Phase #1 Assessed Property. The water distribution system improvements includes approximately 11,700 linear feet of 8" waterline with all appurtenances and will extend water service to the boundaries of Phase #1 and to all lots within Phase #1. The water distribution system improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Sanitary sewer collection system improvements

The sanitary sewer collection system improvements within Phase #1 consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #1 Assessed Property. The sanitary sewer improvements include approximately 12,050 linear feet of sanitary sewer with all appurtenances and will extend wastewater service to the boundaries of Phase #1 and to all lots within Phase #1. The sanitary sewer improvements have been designed and constructed in accordance with City standards and specifications and owned and operated by the City.

Additional details of the Phase #1 Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

The Actual Costs shown in Tables III-B may be revised in Annual Service Plan Updates. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID). The detailed costs of the Phase #1 Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID).

Table III-B
Authorized Improvements - Phase #1 Improvements
Actual Costs

Description	Estimated Costs
Roadway improvements	$3,296,087
Water improvements	$513,972
Sanitary sewer improvements	$632,843
Storm drainage improvements	$0
Other soft costs	$805,820
Subtotal - Phase #1 Improvements	*$5,248,722*
Major Improvements allocated to Phase #1	$2,001,409
Total Phase #1 Improvement Costs	**$7,250,132**

Additionally, the Developer plans to construct certain improvements within the PID over a period of approximately five years including amenities, landscaping, hardscaping and other miscellaneous items (collectively, the "Private Costs") to serve the entire PID. The Private Costs will be paid entirely by the Developer without any reimbursement through the PID.

D. DESCRIPTIONS OF ESTIMATED COSTS OF PHASE #2 DIRECT IMPROVEMENTS

The Phase #2 Direct Improvements are the Authorized Improvements that will benefit the Phase #2 Assessed Property. The descriptions of the Phase #2 Direct Improvements are presented below and the Budgeted Costs of the Phase #2 Direct Improvements are shown in Table III-C. The Budgeted Costs shown in Table III-C may be revised in an Annual Service Plan Update as needed.

Roadway improvements

The roadway improvements within Phase #2 include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements

The water distribution system improvements within Phase #2 consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Phase #2 Assessed Property. The water distribution 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 collection system improvements

The sanitary sewer collection system improvements within Phase #2 consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #2 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm drainage collection system improvements

The storm drainage collection system improvements within Phase #2 consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide storm drainage collection service to the Phase #2 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Additional details of the Phase #2 Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

The Budgeted Costs shown in Table III-C may be revised in Annual Service Plan Updates. Cost savings related to each the Phase #2 Major Improvements may be applied only to increases in costs of the Phase #2 Major Improvements (i.e., the improvements for the benefit of property within the PID). Cost saving related to each the Phase #2 Direct Improvements may be applied only to increases in costs of the Phase #2 Direct Improvements (i.e., the improvements for the benefit of property within the PID). The detailed costs of the Phase #2 Direct Improvements are shown in Appendix B to this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item.

Table III-C
Authorized Improvements - Phase #2

Description	Estimated Costs
Roadway improvements	$2,513,538
Water improvements	$679,566
Sanitary sewer improvements	$459,384
Storm drainage improvements	$1,689,774
Other soft costs	$1,484,404
Subtotal - Phase #2 Direct Improvements	*$6,826,666*
Major Improvements allocated to Phase #2	$1,625,208
Total Phase #2 Direct and Major Improvement Costs	**$8,451,874**

Additionally, the Developer plans to construct certain improvements within the PID over a period of approximately ____ years including amenities, landscaping, hardscaping and other miscellaneous items (collectively, the "Private Costs") to serve the entire PID. The Private Costs will be paid entirely by the Developer without any reimbursement through the PID.

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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. The Phase #1 Improvements and Phase #2 Major Improvements were completed and accepted by the City in April 2018. The Phase #2 Direct Improvements are substantially completed and expected to be accepted by the City in the near future.

The Actual Costs for the Phase #1 Improvements plus costs related to the issuance of the Phase #1A Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID are $8,643,002 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Budgeted Costs the Phase #2 Direct Improvements and the Phase #2 Major Improvements plus costs related to the issuance of the Phase #2 Major Improvement Bonds and Phase #2 Reimbursement Agreement and payment of expenses incurred in the establishment, administration and operation of the PID are $9,055,919 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 Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

Table IV-A summarizes the sources and uses of funds required to construct the Phase #1 Improvements financed with the proceeds from the Phase #1A Bonds and Phase #1 Reimbursement Agreement, including Actual Costs related to establishing the PID and issuing the Phase #1 Bonds. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and changes in Actual Costs.

Table IV-B summarizes the sources and uses of funds required to construct the Phase #2 Major Improvements financed with the proceeds from the Phase #2 Major Improvement Bonds and Phase #2 Direct Improvements to be financed with the proceeds from the Phase #2 Reimbursement Agreement, including Budgeted Costs related to establishing the PID and issuing the Phase #2 Major Improvement Bonds and Phase #2 Reimbursement Agreement. The sources and uses of funds shown in Table IV-B shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and changes in Actual Costs.

The first series of Phase #1 Bonds ("Phase #1A Bonds") have been issued to finance a portion of the Phase #1 Improvements, including costs to issue the Phase #1A Bonds, as shown in Table IV-A below. The Phase #1A Bonds were used to construct or acquire a portion of the Phase #1

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

Improvements. A portion of the remaining costs of Phase #1 Improvements have been financed through the Phase #1 Reimbursement Agreement. A second series of Phase #1 Bonds ("Phase #1B Bonds") may, subject to the approval of the City Council and compliance with the applicable provisions in the Trust Indenture relating to the Phase #1A Bonds, be issued in the future; and, to the extent provided by law, the proceeds from the Phase #1B Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the Phase #1 Reimbursement Agreement and to pay any unpaid Actual Costs of Phase #1 Improvements required to be paid under the Phase #1 Reimbursement Agreement t.

The Phase #2 Major Improvement Bonds have been issued to finance a portion of the Phase #2 Major Improvements, including costs to issue the Phase #2 Major Improvement Bonds, as shown in Table IV-B on the following page. The Phase #2 Reimbursement Agreement will be entered into between the Developer and the City to finance a portion of the Phase #2 Direct Improvements, as shown in Table IV-B on the following page.

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Table IV-A
Sources and Uses – Phase #1

Sources of Funds	Phase #1A Bonds	Other Improvements (Non-PID)	Total Amounts
Phase #1A Bonds	$4,465,000	$0	$4,465,000
Phase #1 Reimbursement Agreement	$1,256,000	$0	$1,256,000
Other funding sources	$2,922,002	$0	$2,922,002
Total Sources for Phase #1 Improvements	*$8,643,002*	*$0*	*$8,643,002*
Private Improvements	$0	$6,080,223	$6,080,223
Total Sources	**$8,643,002**	**$6,080,223**	**$14,723,225**
Uses of Funds			
Phase #1 Improvements	$5,220,970	$0	$5,220,970
Major Improvements[1]	$760,669	$0	$760,669
Other Major Improvements	$1,240,740	$0	$1,240,740
Private Improvements			
City debt issuance fee	$0	$241,800	$241,800
Non-BQ fee	$0	$162,857	$162,857
Development Agreement fees	$173,779	$0	$173,779
Other private improvements	$0	$5,665,566	$5,665,566
Subtotal Private Improvements	*$173,779*	*$6,070,223*	*$6,244,002*
Costs of issuance			
Capitalized interest	$425,742	$0	$425,742
Reserve fund	$348,456	$0	$348,456
Ag exemption foreclosure reserve	$0	$10,000	$10,000
PID establishment and costs of issuance	$318,844	$0	$318,844
Underwriter's discount	$153,802	$0	$153,802
Subtotal Cost of Issuance	*$1,246,844*	*$10,000*	*$1,256,844*
Total Uses	**$8,643,002**	**$6,080,223**	**$14,723,225**

1 - The Major Improvements funded with Phase #1 Bonds include a portion of the Major Improvements related to Phase #1 shown in Table III-A. The balance of the Major Improvements related to Phase #1 are being funded with Phase #2 Major Improvement Bonds.

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Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

Table IV-B
Sources and Uses – Phase #2

Sources of Funds	Phase #2 Major Improvement Bonds	Phase #2 Direct Reimbursement Agreement	Total Amounts
Phase #2 Major Improvement Bonds	$1,765,000	$0	$1,765,000
Phase #2 Reimbursement Agreement	$0	$2,845,000	$2,845,000
Other funding sources	$464,253	$3,981,666	$4,445,919
Total Sources	**$2,229,253**	**$6,826,666**	**$9,055,919**
Uses of Funds			
Phase #2 Direct Improvements[1]	$0	$6,826,666	$6,826,666
Major Improvements[2]	$613,216	$0	$613,216
Other Major Improvements	*$1,011,992*	*$0*	$1,011,992
Private Improvements			
City debt issuance fee	$0	$0	$0
Non-BQ fee	$0	$0	$0
Development Agreement fees	$72,542	$0	$72,542
Other private improvements	$0	$0	$0
Subtotal Private Improvements	*$72,542*	*$0*	*$72,542*
Costs of issuance			
Capitalized interest	$171,469	$0	$171,469
Reserve fund	$142,794	$0	$142,794
Ag exemption foreclosure reserve	$0	$0	$0
PID establishment and costs of issuance	$156,442	$0	$156,442
Underwriter's discount	$60,798	$0	$60,798
Subtotal Cost of Issuance	*$531,503*	*$0*	*$531,503*
Total Uses	**$2,229,253**	**$6,826,666**	**$9,055,919**

1 - The Phase #2 Direct Improvements are being funded with Phase #2 Reimbursement Agreement and other funding sources (Developer contributions). See Table III-B for details.

2 - The Major Improvements were funded with Phase #2 Major Improvement Bonds.

As described in Sections V.I. and VI.A., the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel's PID assessments. The total equivalent Phase #1A Bond par amount to be repaid with the TIRZ Annual Credit Amounts (the "TIRZ Credit Funded Portion") is projected to be $1,850,912 as calculated based on the projected TIRZ Annual Credit Amounts anticipated to be used for offsetting the Annual Installments to be collected from the Phase #1 Assessed Property. The balance of the Phase #1A Bonds to be repaid with the net Annual Installments (the "Net Assessment Funded Portion") is calculated to be $2,614,088 (i.e. $4,465,000 - $1,850,912 = $2,614,088). Accordingly, the Phase #1A Bonds are allocated between the TIRZ Credit Funded Portion and the Net Assessment Funded Portion as shown in Table IV-C on the following page. The detailed breakdown of the estimated Phase #1A Bond debt service amounts is in the schedule included in Appendix E.

Table IV-C
Estimated Sources and Uses
Phase #1A Bonds – TIRZ Credit Funded Portion

Sources of Funds	TIRZ Credit Funded Portion	Net Assessment Funded Portion	Total
Bond par amounts	$1,850,912	$2,614,088	$4,465,000
Total Sources	**$1,850,912**	**$2,614,088**	**$4,465,000**
Uses of Funds			
Authorized Improvements	$1,328,286	$1,875,970	$3,204,256
Estimated bond issuance costs	$522,626	$738,118	$1,260,744
Total Uses	**$1,850,912**	**$2,614,088**	**$4,465,000**

The City reserves the right to issue additional parity bonds secured by the Phase #1 Assessment Revenues to finance (or refinance) a portion of Phase #1 Improvements not paid with proceeds of the Phase #1A Bonds. The issuance of such additional bonds will be subject to the conditions and provisions set forth in with Section 13.2 and other applicable provisions in the Trust Indenture for the Phase #1A Bonds. The Phase #1A Bonds may also, subject to the approval of the City Council, be refunded pursuant to the refunding provisions of the Trust Indenture relating to the Phase #1 Bonds. If the debt service on the Phase #1A Bonds is reduced as the result of an economic refunding of those PID bonds, then there would be a corresponding reduction in both TIRZ Annual Credit Amounts and the Annual Installments (i.e., Annual Installments shall be permanently reduced by the same amount the TIRZ Annual Credit Amounts are reduced) which will result in a permanent reduction in the Assessments.

The annual projected costs and annual projected indebtedness is shown by Table IV-D. 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.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness

Assessment Year Ending	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Projected Annual Installments – Phase #1A Bonds	Projected Annual Installments – Phase #2 Major Improvement Bonds	Projected Annual Installments – Phase #2 Direct Reimbursement Agreement(1)
2016 - 2019	$10,851,322	$7,486,000	$3,365,322	$698,889	$220,048	$0
2020	$6,826,666	$2,845,000	$3,981,666	$446,599	$133,489	$0
2021	$0	$0	$0	$424,848	$163,522	$0
2022	$0	$0	$0	$472,459	$178,066	$195,099
2023	$0	$0	$0	$472,371	$181,741	$193,933
2024	$0	$0	$0	$471,984	$180,098	$197,776
2025	$0	$0	$0	$471,299	$178,469	$196,391
2026	$0	$0	$0	$475,314	$181,853	$200,016
Total	**$17,677,988**	**$10,331,000**	**$7,346,988**	**$3,933,762**	**$1,417,286**	**$983,215**

(1) Projected annual installments are projected to begin collection in Assessment year ending 2022.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #1 Improvements shown in Table III-B, the costs associated with creating the PID and costs of issuing the Phase #1A Bonds and Phase #2 Major Improvement Bonds, including reserves shown in Table IV-A, costs related to the Phase #1 Reimbursement Agreement and Phase #2 Reimbursement Agreement. The difference between the annual projected cost and the annual projected indebtedness, and between the annual projected indebtedness and the principal amount of the bonds each represent an amount funded by the Developer, which may be reimbursed with future bond proceeds to the extent available. This Table IV-D will be updated each year as part of the Annual Service Plan Updates.

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Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

V. ASSESSMENT 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 anticipates 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 #1A Bonds, subsequent financings may be issued over the upcoming years as the subsequent phase(s) of the development are gradually constructed.

The purpose of this anticipated gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Phased PID 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 Phased PID 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") ratio 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 burden 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 may be reimbursed by a subsequent parity lien bond financing and /or a reimbursement agreement, such as the Phase #1 Reimbursement Agreement. For example, the Phase #1A Bonds to be issued to finance a portion of the Phase #1 Improvements may, subject to the initial bond issuance requirements in the Development Agreement and approval by the City Council, be followed by a second parity lien issuance of Phased PID Bonds (the Phase #1B Bonds) to finance Actual Costs of Phase #1 Improvements not financed by the Phase #1A Bonds.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Authorized Improvements shall be allocated as described below:

1. The Authorized Improvement Costs shall be allocated on the basis of the relative value of

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

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 City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home process provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the Authorized Improvements.
3. The Assessed Property is classified into different Lot Types as described in Appendix D based on the type and size of proposed development on each Parcel.
4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.
5. The Phase #1 Improvement costs are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units estimated for each Parcel.
6. The Phase #2 Major Improvement costs are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.
7. The Phase #2 Direct Improvement costs are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units estimated for each Parcel.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the Phase #1 Assessed Property and Phase #2 Assessed Property as a result of the Phase #1 Improvements, Phase #2 Direct Improvements, and the Major Improvements, (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 Phase #2 Assessed Property, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit within Phase #1 of the Phase #1 Improvements to Phase #1 Assessed Property in a manner that results in equal shares of the Budgeted Costs of such improvements being apportioned to Phase #1 Assessed Property similarly benefited and reallocates the special benefit within Phase #2 of the Phase #2 Major Improvements and the Phase #2 Direct Improvements to Phase #2 Assessed Property in a manner that results in equal shares of the Budgeted Costs of such improvements being apportioned to Phase #2 Assessed Property 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.

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

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

the PID shown in Table IV-A and IV-B 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 these improvements being constructed on the Assessed Property or in close proximity to the Assessed Property and the specific purpose of these Authorized 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 is 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 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.

Each owner of the Assessed Property have ratified, confirmed, accepted, agreed to and approved; (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; and (ii) 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 Authorized Improvement Costs through the PID has been determined by the City Council to be beneficial to the City and the PID. 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 beneficial; 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. ASSESSMENT METHODOLOGY

The Budgeted Costs 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 Budgeted Costs may be assessed using any methodology that results in the imposition of equal shares of the Budgeted Costs on Assessed Property similarly benefited.

1. *Assessment Methodology for Phase #1*

For purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Phase #1 Improvements shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #1. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the Budgeted Costs of the Phase #1 Improvements provided by the Developer working with the City's engineers, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property resulting from the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential

Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot Type.

2. Assessment Methodology for Phase #2

For purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Phase #2 Direct Improvements and Phase #2 Major Improvements shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types and number of lots anticipated to be developed on each Parcel within Phase #2. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Based on the Budgeted Costs of the Phase #2 Direct Improvements and Phase #2 Major Improvements provided by the Developer working with the City's engineers, as set forth in Table III-B, the City Council has determined that the benefit to Phase #2 Assessed Property resulting from the Phase #2 Direct Improvements and Phase #2 Major Improvements is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and

larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot Type.

D. ASSESSMENTS

The Assessments for Phase #1 have been levied on each Parcel according to the Phase #1 Assessment Roll, attached hereto as Appendix F. The Annual Installments for the Phase #1A Bonds will be collected at the time and in the amounts shown on the Phase #1 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

The Assessments for Phase #2 Major Improvements have been levied on each Parcel according to the Phase #2 Major Improvement Assessment Roll, attached hereto as Appendix G. The Annual Installments for the Phase #2 Major Improvement Bonds will be collected at the time and in the amounts shown on the Phase #2 Major Improvement Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

The Assessments for Phase #2 Direct Improvements are being levied on each Parcel according to the Phase #2 Direct Improvement Assessment Roll, attached hereto as Appendix H. The Annual Installments for the Phase #2 Reimbursement Agreement and Phase #2 Major Improvement Bonds will be collected at the time and in the amounts shown on the Phase #2 Direct Improvement Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

E. 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 the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

F. PREPAYMENT 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 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 up to 0.20% of the interest rate component of the Annual Installments allocated to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Bonds are prepaid and up to 0.30% of the interest rate component of the Annual Installments allocated to fund a delinquency reserve account as described below. The prepayment reserve shall be funded until it reaches 1.50% of the outstanding Bonds as stipulated in the Bond documents. Once the prepayment reserve is funded in full, any additional interest collected shall be allocated to fund delinquent payments as described in Section V.H. below.

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

G. AG EXEMPTION FORECLOSURE RESERVE

A reserve in the amount of $10,000 (the "Ag Exemption Foreclosure Reserve") was established and fully funded by the Developer at the time of levying the Assessments on the Phase #1 Assessed Property for the Phase #1 Major Improvements. Such amount shall be used for the payment of costs of foreclosure proceedings, if any, related to the changes in the agricultural exemption status of the Assessed Property.

H. DELINQUENCY RESERVE

The City has allocated up to 0.30% of the additional interest rate component of the Annual Installments to offset any possible delinquent payments. This additional reserve shall be funded up to 4% of the outstanding Bonds, but in no event will the annual collection, together with the prepayment reserve, total more than 0.50% of the outstanding Bonds. Once the delinquency reserve is funded in full, the City may allocate up to 0.50% of the additional interest rate component of the Annual Installments to pay for Administrative Expenses, improvement costs, any other use that benefits the Assessed Property or reduce the Assessments, as determined by the City Council.

I. TIRZ ANNUAL CREDIT AMOUNT

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel's PID 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. 7 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI.A. 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 #1

The Assessments, and Annual Installments thereof, for each Parcel of Phase #1 Assessed Property 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 in an amount sufficient to pay (i) principal and interest on the Phase #1A Bonds, (ii) principal and interest required by the Phase #1 Reimbursement Agreement, (iii) to fund the prepayment reserve described in Section V, (iv) delinquency reserve described in Section V, and (v) to cover Administrative Expenses of Phase #1. 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.I., 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 2019 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2020). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The Equivalent 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 PHASES #2

The Assessments, and Annual Installments thereof, for each Parcel of Phase #2 Assessed Property is shown on the Phase #2 Major Improvement Assessment Roll, attached as Appendix G and the Phase #2 Direct Improvement Assessment Roll, attached as Appendix H and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments for Phase #2 Major Improvement Bonds shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #2 Major Improvement Bonds and Phase #2 Reimbursement Agreement, (ii) to fund the prepayment reserve described in Section V, (iii) delinquency reserve described in Section V, and (iv) to cover Administrative Expenses. 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.

The Annual Installments for Phase #2 Reimbursement shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #2 Reimbursement Agreement, and (ii) to cover Administrative Expenses.

As described in Section V.I., 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 2019 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2020). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The Equivalent 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.

The Assessments shall not exceed the benefit received by the Assessed Property.

C. 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 Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated Equivalent 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.

D. 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. 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 Act.

E. 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 Authorized Improvement Costs 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 after all Authorized Improvements to be funded with a series of Bonds have been completed and a portion of the Bonds have been redeemed using the TIRZ Annual Credit Amounts or other funds available to the City, 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 remaining outstanding amount(s) of the Bonds after such redemptions. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds.

3. 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 Equivalent 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 Collection Costs. 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.

F. 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 such 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 or applicable reimbursement agreement; 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 Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the levy of the Assessments.

Each Assessment shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on the Bonds and (ii) 8.99 percent per annum. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on interest rates of 5.75% and 6.125% for the Term 2032 and Term 2046 Phase #1 Bonds, respectively, (and an additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve) and an interest rate of 5.5% for the Phase #1 Reimbursement Agreement. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #1 Assessment Roll.

The Phase #2 Major Improvement Assessment Roll sets forth for each year the Annual Installment for each Parcel based on interest rate of 6.125% for the Phase #2 Major Improvement Bonds (and an additional interest at the rate of 0.5% for Administrative Expenses, Prepayment Reserve and Delinquency Reserve. Furthermore, the Annual Installments for the Phase #2 Major Improvements may not exceed the amounts shown on the Phase #2 Major Improvement Assessment Roll.

The Phase #2 Direct Assessment Roll sets forth for each year the Annual Installment for each Parcel based on interest rate of 4.79% for the Phase #2 Reimbursement Agreement. Furthermore, the Annual Installments for the Phase #2 Direct Improvements may not exceed the amounts shown on the Phase #2 Direct Improvement Assessment Roll.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations 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, Chapter 1207 of the Texas Government Code or any other applicable authority provided by the laws of the State of Texas. 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.

G. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll 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, including capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and including any existing deposits to a prepayment reserve. 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 Act.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed 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 Assessed Property as they become due and payable.

Each Annual Installment for the Phase #2 Direct Assessments, including the interest on the unpaid amount of an Assessment, shall begin at the earlier of (i) September 1st following the first anniversary of recording of the final plat for Phase #2 (ii) Bonds issued for Phase #2 Direct Improvements, or (iii) September 1, 2022, and be assessed annually thereafter. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of each year following the commencement of collection of the Phase #2 Direct Annual Installments.

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VII. THE ASSESSMENT ROLL

A. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property was assessed for the special benefits conferred upon such property as a result of the Phase #1 Improvements. Table IV-A summarizes the $8,643,002 in special benefit received by Phase #1 Assessed Property from the Phase #1 Improvements, costs associated with the PID formation, and costs related to the issuance of the Phase #1A Bonds. The total amount of Phase #1A Bonds and Phase #1 Reimbursement Agreement is $5,721,000 which is less than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 is $5,721,000 plus annual Administrative Expenses, the additional interest for Prepayment Reserve and Delinquency Reserve and Delinquent Collection Costs, if any. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.C. of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix F.

B. PHASE #2 ASSESSMENT ROLL

Phase #2 Assessed Property was assessed for the special benefits conferred upon such property as a result of the Phase #2 Major Improvements. Table IV-B summarizes the $2,229,253 in special benefit received by Phase #2 Assessed Property from the Phase #2 Major Improvements, costs associated with the PID formation, and costs related to the issuance of the Phase #2 Major Improvement Bonds. The total amount of Phase #2 Major Improvement Bonds is $1,765,000 which is less than the benefit received by Phase #2 Assessed Property from the Phase #2 Major Improvements, and as such the total Assessment for all Assessed Property within Phase #2 is $1,765,000 plus annual Administrative Expenses, the additional interest for Prepayment Reserve and Delinquency Reserve and Delinquent Collection Costs, if any. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.C. of this Service and Assessment Plan. The Phase #2 Major Improvement Assessment Roll is attached hereto as Appendix G.

Phase #2 Assessed Property will also be assessed for the special benefits conferred upon such property as a result of the Phase #2 Direct Improvements. Table IV-B summarizes the $6,826,666 in special benefit received by Phase #2 Assessed Property from the Phase #2 Direct Improvements and costs associated with the PID formation. The total amount of Phase #2 Reimbursement Agreement is $2,845,000 which is less than the benefit received by Phase #2 Assessed Property from the Phase #2 Direct Improvements, and as such the total Assessment for all Assessed Property within Phase #2 is $2,845,000 plus annual Administrative Expenses. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.C. of this Service and Assessment Plan. The Phase #2 Direct Improvement Assessment Roll is attached hereto as Appendix H.

C. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll, the Phase #2 Major Improvement Assessment Roll and Phase

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

#2 Direct Improvement 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 Phase #1 Assessed Property and Phase #2 Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Phase #1 Assessed Property and Phase #2 Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Phase #1 Assessment, Phase #2 Major Improvement Assessment and Phase #2 Direct Improvement Assessment, if any, as provided by Section VI.F. of this Service and Assessment Plan. The Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of additional Phase #1 Bonds, if any, and any obligations owed pursuant to a reimbursement agreement. Failure to perform an annual update shall not affect the then current assessment rate, which shall remain in place until updated.

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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, Prepayment Costs 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.

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

To the extent permitted by the PID Act, the City Council reserves the right 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; (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, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

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 interpretations and determinations 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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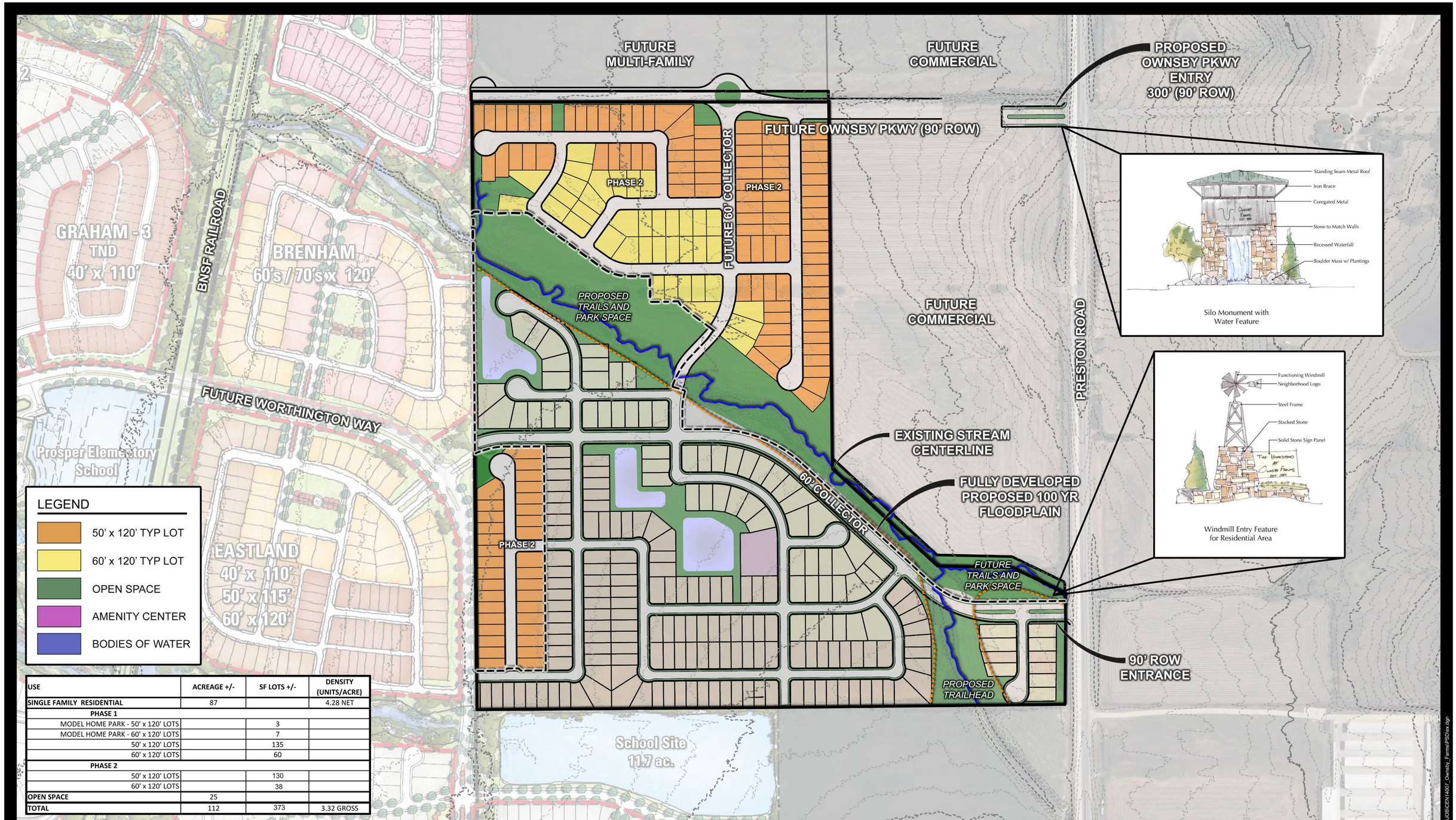
APPENDIX A
PID MAP



USE	ACREAGE +/-	SF LOTS +/-	DENSITY (UNITS/ACRE)
SINGLE FAMILY RESIDENTIAL	87		4.28 NET
PHASE 1			
MODEL HOME PARK - 50' x 120' LOTS		3	
MODEL HOME PARK - 60' x 120' LOTS		7	
50' x 120' LOTS		135	
60' x 120' LOTS		60	
PHASE 2			
50' x 120' LOTS		130	
60' x 120' LOTS		38	
OPEN SPACE	25		
TOTAL	112	373	3.32 GROSS

PELOTON LAND SOLUTIONS

THE HOMESTEAD AT OWNSBY FARMS

SEPTEMBER 2020

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

APPENDIX B
AUTHORIZED IMPROVEMENTS COSTS

Ownsby Farms PID
Estimated Authorized Improvement Costs - All Phases
(For information and future reference purposes only)

Description	Phase Direct Costs - PID	City Major Improvement Costs	Other Major Improvement Costs	Total PID Major Improvement Costs	Private Costs	Total Estimated Costs
Ownsby Parkway (Turnlane) - Phase 1 Offsite	$0	$81,367	$0	$81,367	$0	$81,367
Ownsby Parkway (90' ROW) - Phase 1 Offsite	$0	$284,069	$0	$284,069	$0	$284,069
Ownsby Parkway (90' ROW) - Phase 2 Onsite	$0	$188,408	$0	$188,408	$0	$188,408
Ownsby Parkway (90' ROW) - Phase 2 Offsite	$0	$74,418	$74,417	$148,835	$0	$148,835
Ownsby Parkway (Roundabout) - Phase 2 Onsite	$0	$104,232	$104,232	$208,464	$0	$208,464
Ownsby Parkway (60' ROW) - Phase 2 Onsite	$0	$1,092,359	$0	$1,092,359	$0	$1,092,359
John Campbell Trail (Turnlane) - Phase 1 Offsite	$72,073	$0	$0	$0	$0	$72,073
John Campbell Trail - Phase 1 Onsite	$0	$311,532	$1,609,580	$1,921,112	$0	$1,921,112
Josephine Blvd - Phase 1 Onsite	$0	$10,218	$52,858	$63,076	$0	$63,076
Josephine Blvd - Phase 2 Onsite	$0	$144,432	$746,232	$890,664	$0	$890,664
Paving - Phase 1 Onsite	$3,224,014	$0	$0	$0	$0	$3,224,014
Paving - Phase 2 Onsite	$2,206,826	$0	$0	$0	$0	$2,206,826
Paving Drainage Easements	$72,239	$80,187	$90,556	$170,743	$0	$242,982
Paving Drainage Soft Costs	$990,525	$412,388	$465,716	$878,104	$0	$1,868,629
Paving Drainage Contingency	$220,683	$229,104	$258,731	$487,835	$0	$708,518
12" Sanitary Sewer - Phase 1 Offsite	$0	$245,477	$0	$245,477	$0	$245,477
12" Sanitary Sewer - Phase 1 Onsite	$0	$57,512	$2,723	$60,235	$0	$60,235
8" Sanitary Sewer - Phase 1 Onsite	$573,299	$0	$0	$0	$0	$573,299
8" Sanitary Sewer - Phase 2 Onsite	$312,894	$0	$0	$0	$0	$312,894
18" Water - Phase 1 Onsite	$0	$39,927	$46,704	$86,631	$0	$86,631
18" Water - Phase 2 Onsite	$0	$53,190	$62,216	$115,406	$0	$115,406
12" Water - Phase 2 Offsite	$0	$7,388	$0	$7,388	$0	$7,388
12" Water - Phase 2 Onsite	$0	$7,583	$19,425	$27,008	$0	$27,008
8" Water - Phase 1 Onsite	$453,216	$0	$0	$0	$0	$453,216
8" Water - Phase 2 Onsite	$324,976	$0	$0	$0	$0	$324,976
Water Sewer Easement Costs	$22,325	$14,388	$4,587	$18,975	$0	$41,300
Water Sewer Soft Costs	$299,590	$73,994	$23,592	$97,586	$0	$397,176
Water Sewer Contingency	$63,787	$41,108	$13,107	$54,215	$0	$118,002
SE Sector Sewer Cost Share	$108,051	$0	$0	$0	$0	$108,051
Light Farms Oversizing Cost Share	$110,250	$0	$0	$0	$0	$110,250
Bond Issuance Savings (Park Donation)	$0	$0	$0	$0	$241,800	$241,800
Flood Study	$0	$0	$0	$0	$35,000	$35,000
SWPPP	$0	$0	$0	$0	$9,000	$9,000
Final Platting Fee	$0	$0	$0	$0	$5,880	$5,880
Engineering Review	$0	$0	$0	$0	$15,000	$15,000
Waters of the US Assessment	$0	$0	$0	$0	$4,000	$4,000
Geotechnical Testing	$0	$0	$0	$0	$191,360	$191,360
Common Area Landscape/Hardscape	$0	$0	$0	$0	$2,500,000	$2,500,000
Amenity Costs	$0	$0	$0	$0	$1,800,000	$1,800,000
BQ Fees	$0	$0	$0	$0	$45,000	$45,000
Thoroughfare and Park Fees	$0	$0	$0	$0	$1,105,326	$1,105,326
Total	**$9,054,748**	**$3,553,281**	**$3,574,675**	**$7,127,956**	**$5,952,366**	**$22,135,070**

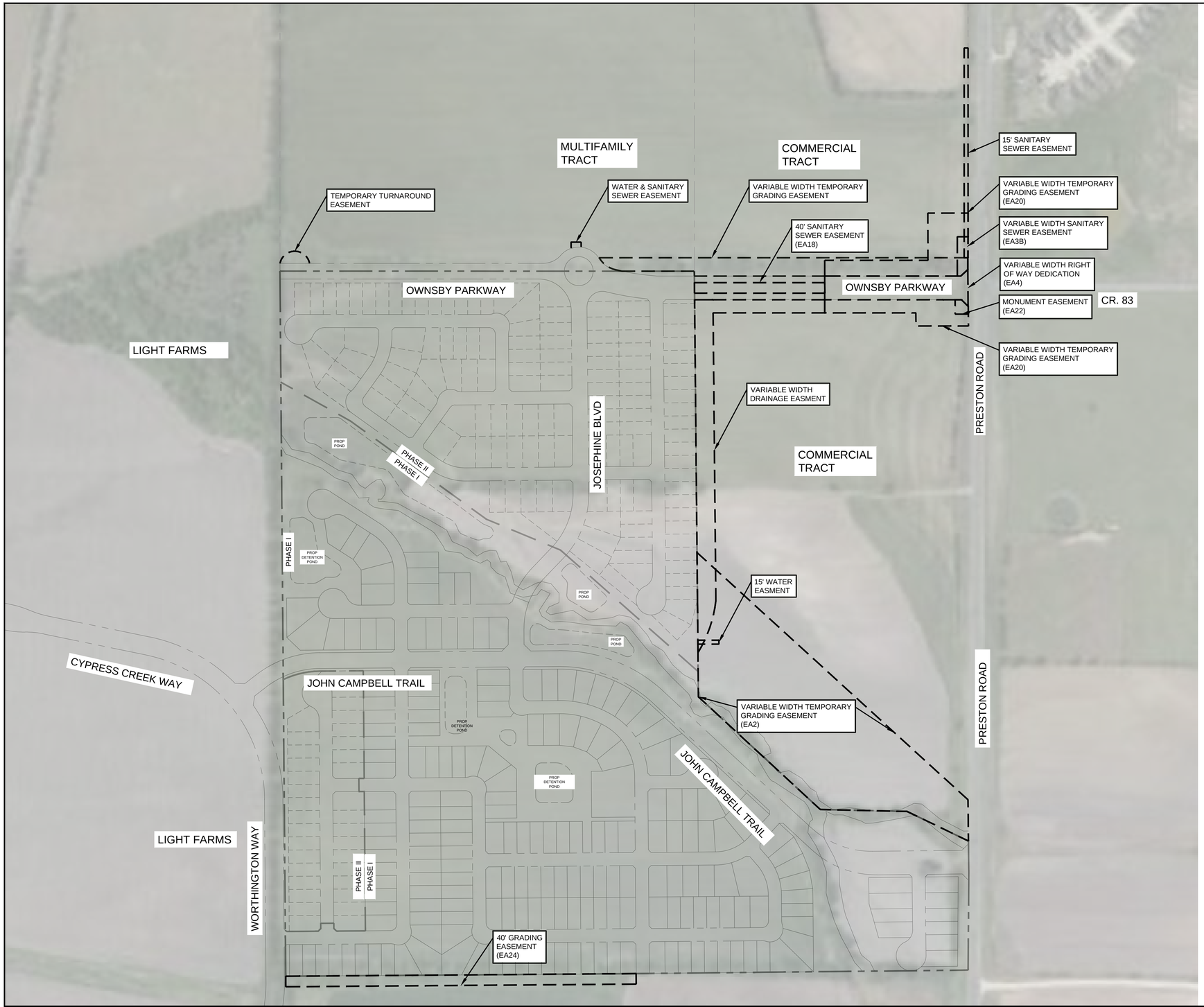
Ownsby Farms PID
Estimated Authorized Improvement Costs - Phase #1

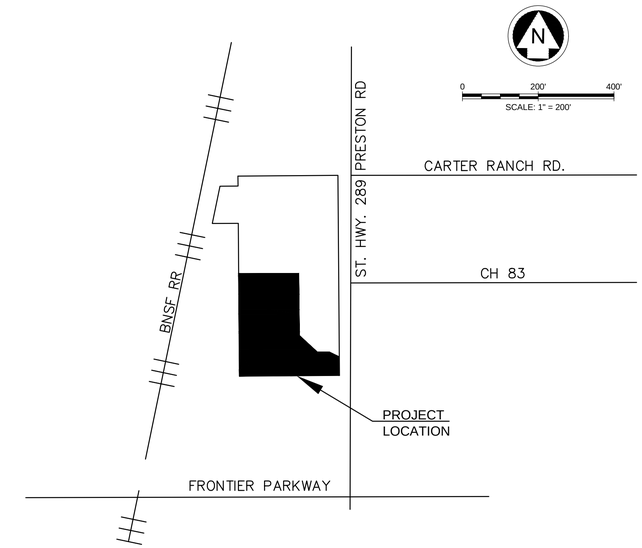
Description	Phase Direct Costs - PID	City Major Improvement Costs	Other Major Improvement Costs	Total PID Major Improvement Costs	Private Costs	Total Estimated Costs
Ownsby Parkway (Turnlane) - Phase 1 Offsite	$0	$81,367	$0	$81,367	$0	$81,367
Ownsby Parkway (90' ROW) - Phase 1 Offsite	$0	$284,069	$0	$284,069	$0	$284,069
Ownsby Parkway (90' ROW) - Phase 2 Onsite	$0	$0	$0	$0	$0	$0
Ownsby Parkway (90' ROW) - Phase 2 Offsite	$0	$0	$0	$0	$0	$0
Ownsby Parkway (Roundabout) - Phase 2 Onsite	$0	$0	$0	$0	$0	$0
Ownsby Parkway (60' ROW) - Phase 2 Onsite	$0	$0	$0	$0	$0	$0
John Campbell Trail (Turnlane) - Phase 1 Offsite	$72,073	$0	$0	$0	$0	$72,073
John Campbell Trail - Phase 1 Onsite	$0	$311,220	$1,609,892	$1,921,112	$0	$1,921,112
Josephine Blvd - Phase 1 Onsite	$0	$10,218	$52,858	$63,076	$0	$63,076
Josephine Blvd - Phase 2 Onsite	$0	$0	$0	$0	$0	$0
Paving - Phase 1 Onsite	$3,224,014	$0	$0	$0	$0	$3,224,014
Paving - Phase 2 Onsite	$0	$0	$0	$0	$0	$0
Paving Drainage Easements	$0	$24,041	$58,202	$82,243	$0	$82,243
Paving Drainage Soft Costs	$593,296	$123,637	$299,295	$422,932	$0	$1,016,228
Paving Drainage Contingency	$0	$68,687	$166,275	$234,962	$0	$234,962
12" Sanitary Sewer - Phase 1 Offsite	$0	$245,477	$0	$245,477	$0	$245,477
12" Sanitary Sewer - Phase 1 Onsite	$0	$57,524	$2,711	$60,235	$0	$60,235
8" Sanitary Sewer - Phase 1 Onsite	$573,299	$0	$0	$0	$0	$573,299
8" Sanitary Sewer - Phase 2 Onsite	$0	$0	$0	$0	$0	$0
18" Water - Phase 1 Onsite	$0	$39,937	$46,694	$86,631	$0	$86,631
18" Water - Phase 2 Onsite	$0	$0	$0	$0	$0	$0
12" Water - Phase 2 Offsite	$0	$0	$0	$0	$0	$0
12" Water - Phase 2 Onsite	$0	$0	$0	$0	$0	$0
8" Water - Phase 1 Onsite	$453,216	$0	$0	$0	$0	$453,216
8" Water - Phase 2 Onsite	$0	$0	$0	$0	$0	$0
Water Sewer Easement Costs	$0	$12,003	$1,729	$13,732	$0	$13,732
Water Sewer Soft Costs	$184,773	$61,729	$8,893	$70,622	$0	$255,394
Water Sewer Contingency	$0	$34,294	$4,941	$39,234	$0	$39,234
SE Sector Sewer Cost Share	$59,544	$0	$0	$0	$0	$59,544
Light Farms Oversizing Cost Share	$60,756	$0	$0	$0	$0	$60,756
Bond Issuance Savings (Park Donation)	$0	$0	$0	$0	$241,800	$241,800
Flood Study	$0	$0	$0	$0	$35,000	$35,000
SWPPP	$0	$0	$0	$0	$9,000	$9,000
Final Platting Fee	$0	$0	$0	$0	$5,880	$5,880
Engineering Review	$0	$0	$0	$0	$15,000	$15,000
Waters of the US Assessment	$0	$0	$0	$0	$4,000	$4,000
Geotechnical Testing	$0	$0	$0	$0	$191,360	$191,360
Common Area Landscape/Hardscape	$0	$0	$0	$0	$2,500,000	$2,500,000
Amenity Costs	$0	$0	$0	$0	$1,800,000	$1,800,000
BQ Fees	$0	$0	$0	$0	$45,000	$45,000
Thoroughfare and Park Fees	$0	$0	$0	$0	$1,105,326	$1,105,326
Total	**$5,220,970**	**$1,354,202**	**$2,251,490**	**$3,605,692**	**$5,952,366**	**$14,779,029**

Ownsby Farms PID
Estimated Authorized Improvement Costs - Phase #2
(For information and future reference purposes only)

Description	Phase Direct Costs - PID (for illustration only)	City Major Improvement Costs	Other Major Improvement Costs	Total PID Major Improvement Costs	Private Costs	Total Estimated Costs
Ownsby Parkway (Turnlane) - Phase 1 Offsite	$0	$0	$0	$0	$0	$0
Ownsby Parkway (90' ROW) - Phase 1 Offsite	$0	$0	$0	$0	$0	$0
Ownsby Parkway (90' ROW) - Phase 2 Onsite	$0	$188,408	$0	$188,408	$0	$188,408
Ownsby Parkway (90' ROW) - Phase 2 Offsite	$0	$74,418	$74,417	$148,835	$0	$148,835
Ownsby Parkway (Roundabout) - Phase 2 Onsite	$0	$104,232	$104,232	$208,464	$0	$208,464
Ownsby Parkway (60' ROW) - Phase 2 Onsite	$0	$1,092,359	$0	$1,092,359	$0	$1,092,359
John Campbell Trail (Turnlane) - Phase 1 Offsite	$0	$0	$0	$0	$0	$0
John Campbell Trail - Phase 1 Onsite	$0	$312	-$312	$0	$0	$0
Josephine Blvd - Phase 1 Onsite	$0	$0	$0	$0	$0	$0
Josephine Blvd - Phase 2 Onsite	$0	$144,432	$746,232	$890,664	$0	$890,664
Paving - Phase 1 Onsite	$0	$0	$0	$0	$0	$0
Paving - Phase 2 Onsite	$2,206,826	$0	$0	$0	$0	$2,206,826
Paving Drainage Easements	$72,239	$56,146	$32,354	$88,500	$0	$160,739
Paving Drainage Soft Costs	$397,229	$288,751	$166,421	$455,172	$0	$852,401
Paving Drainage Contingency	$220,683	$160,417	$92,456	$252,873	$0	$473,556
12" Sanitary Sewer - Phase 1 Offsite	$0	$0	$0	$0	$0	$0
12" Sanitary Sewer - Phase 1 Onsite	$0	-$12	$12	$0	$0	$0
8" Sanitary Sewer - Phase 1 Onsite	$0	$0	$0	$0	$0	$0
8" Sanitary Sewer - Phase 2 Onsite	$312,894	$0	$0	$0	$0	$312,894
18" Water - Phase 1 Onsite	$0	-$10	$10	$0	$0	$0
18" Water - Phase 2 Onsite	$0	$53,190	$62,216	$115,406	$0	$115,406
12" Water - Phase 2 Offsite	$0	$7,388	$0	$7,388	$0	$7,388
12" Water - Phase 2 Onsite	$0	$7,583	$19,425	$27,008	$0	$27,008
8" Water - Phase 1 Onsite	$0	$0	$0	$0	$0	$0
8" Water - Phase 2 Onsite	$324,976	$0	$0	$0	$0	$324,976
Water Sewer Easement Costs	$22,325	$2,385	$2,858	$5,243	$0	$27,568
Water Sewer Soft Costs	$114,817	$12,265	$14,699	$26,964	$0	$141,781
Water Sewer Contingency	$63,787	$6,814	$8,166	$14,980	$0	$78,767
SE Sector Sewer Cost Share	$48,507	$0	$0	$0	$0	$48,507
Light Farms Oversizing Cost Share	$49,494	$0	$0	$0	$0	$49,494
Bond Issuance Savings (Park Donation)	$0	$0	$0	$0	$0	$0
Flood Study	$0	$0	$0	$0	$0	$0
SWPPP	$0	$0	$0	$0	$0	$0
Final Platting Fee	$0	$0	$0	$0	$0	$0
Engineering Review	$0	$0	$0	$0	$0	$0
Waters of the US Assessment	$0	$0	$0	$0	$0	$0
Geotechnical Testing	$0	$0	$0	$0	$0	$0
Common Area Landscape/Hardscape	$0	$0	$0	$0	$0	$0
Amenity Costs	$0	$0	$0	$0	$0	$0
BQ Fees	$0	$0	$0	$0	$0	$0
Thoroughfare and Park Fees	$0	$0	$0	$0	$0	$0
Total	**$3,833,778**	**$2,199,079**	**$1,323,185**	**$3,522,264**	**$0**	**$7,356,041**

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS





The Homestead at Ownsby Farms

Exhibit E

Depiction and Description of Off-Site Easements

Celina, TX

May 2016

PELOTON LAND SOLUTIONS

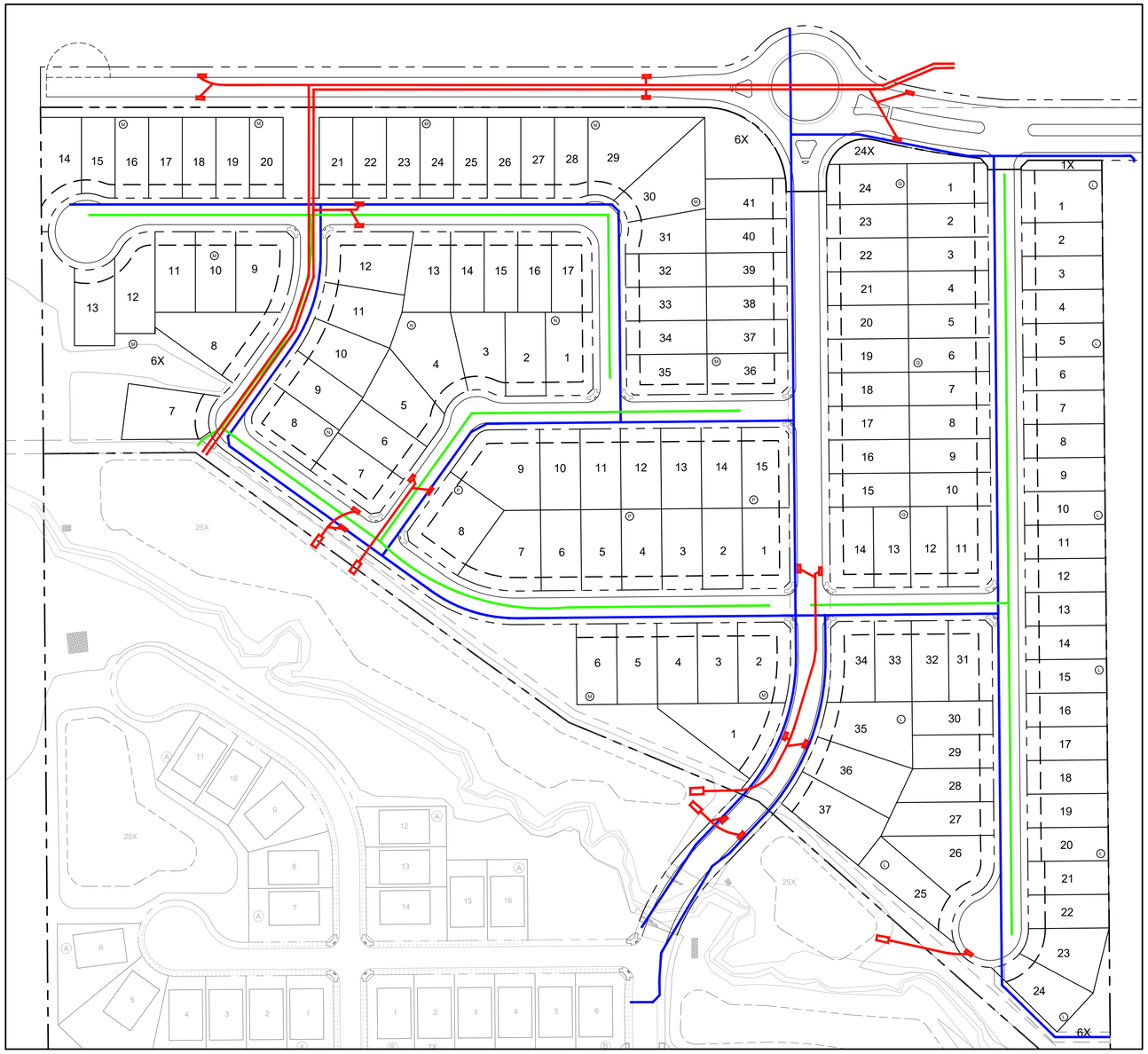
10875 JOHN W. ELLIOTT DR.
SUITE 400
FRISCO, TX 75033
PHONE: 469-213-1800
TX FIRM NO 12207

Drawing: J:\Job\CEN\1407_Ownsby_Farms\Civ\Phase 1\Exhibits\TIRZ Exhibit\CEN14007_Exhibit E_Off-Site Easemnrtes
Last Saved: 5/4/2016 1:04 PM
Plot Date/Time: 5/4/2016 12:49 PM

J:\Job\CEN\1407_Ownsby_Farms\Civ\Phase 1\Exhibits\TIRZ Exhibit\CEN14007_Exhibit E_Off-Site Easemnrtes

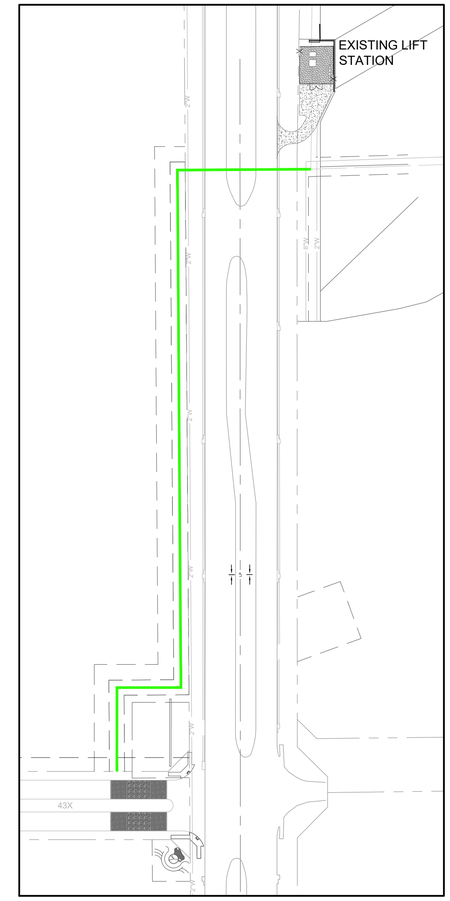
Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

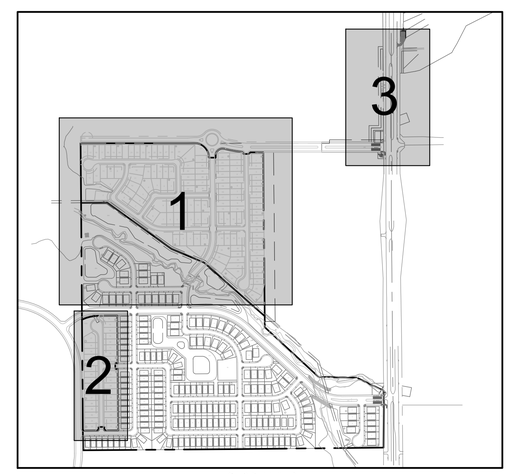
VIEWPORT 1



VIEWPORT 2

VIEWPORT 3





KEY MAP
N.T.S.

LEGEND

- WATER
- SEWER
- STORM

PELOTON LAND SOLUTIONS

OWNSBY FARMS PHASE 2

UTILITY EXHIBIT

CELINA, TEXAS
SEPTEMBER 2020

0' 100' 200' 300'

Plot Date/Time: 9/25/2020 9:31 AM

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

APPENDIX D
LOT TYPES AND EQUIVALENT UNITS

APPENDIX D
LOT TYPES AND EQUIVALENT UNITS

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of two Lot Types. The following table shows the proposed residential Lot Types within the PID.

Table D-1
Proposed Development within the PID

Lot Type	Description	Proposed Development	
Lot Type 1	60 Ft Lots	110	units
Lot Type 2	50 Ft Lots	263	units
Total		**373**	**units**

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

Table D-2
Proposed Development – Phase #1

Type	Description	Proposed Development	
Lot Type 1	60 Ft Lots	67	units
Lot Type 2	50 Ft Lots	138	units
Total		**205**	**units**

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

Table D-3
Proposed Development – Phase #2

Type	Description	Proposed Development	
Lot Type 1	60 Ft Lots	43	units
Lot Type 2	50 Ft Lots	125	units
Total		**168**	**units**

As explained under Section V.C, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements to be financed with the Phases #1A Bonds and the 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 Equivalent Units, and the Actual Costs of the Phase #2 Direct Improvements and Phase #2 Major Improvements to be financed with the Phases #2 Bonds and Phase #2 Major Improvement Bonds, respectively, shall be allocated to the Phases #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Phases #1 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 2 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table D-4 below. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table D-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (60 Ft Lot)	$375,000	1.00 per dwelling unit
Lot Type 2 (50 Ft Lot)	$312,500	0.83 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table D-5 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #1.

Table D-5
Equivalent Unit Factors – Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	67	1.00	67.00
Lot Type 2 (50 Ft Lot)	138	0.83	115.00
Total Equivalent Units	**205**		**182.00**

The total estimated Equivalent Units for Phase #2 are shown in Table D-6 on the following page as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #2.

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

Table D-6
Equivalent Unit Factors – Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft Lot)	43	1.00	43.00
Lot Type 2 (50 Ft Lot)	125	0.83	104.17
Total Equivalent Units	**168**		**147.17**

APPENDIX E
ALLOCATION OF ASSESSMENTS

APPENDIX E
ALLOCATION OF ASSESSMENTS

A) Allocation of Assessments to Lot Types in Phase #1

The total amount of the Phase #1 Bonds, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $5,721,000. As shown in Appendix D, there are a total of 205 residential units representing a total of 182.00 estimated Equivalent Units for the residential development in Phase #1, resulting in an Assessment per Equivalent Unit of $31,434.07.

The Assessment per dwelling unit or acre is calculated as the product of (i) $31,434.07 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $31,434.07 (i.e. $31,434.07 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $26,195.05 (i.e. $31,434.07 × 0.83). Table E-1 below sets forth the Assessment per dwelling unit for each of the two Lot Types in Phase #1.

Table E-1
Assessment Per Unit – Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor[1]	Assessment per Unit		Total Assessments
Lot Type 1	67	$31,434.07	1.00	$31,434.07	per dwelling unit	$2,106,082
Lot Type 2	138	$31,434.07	0.83	$26,195.05	per dwelling unit	$3,614,918
Total	**205**					**$5,721,000**

1 – See Appendix D for the calculation of the Equivalent Unit Factors

The projected leverage calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table E-2 below.

Table E-2
Projected Leverage – Phase #1

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Land Value)	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1	67	$25,000	$72,000	$375,000	$31,434	0.80	2.29	11.93
Lot Type 2	138	$20,000	$60,000	$312,500	$26,195	0.76	2.29	11.93
Total	**205**							

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table E-3 on the following page.

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

Table E-3
Estimated Tax Rate Equivalent per unit – Phase #1

Lot Type	Planned No. of Units	Estimated Land Value per unit	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Land Value)	Tax Rate Equivalent (per $100 Lot Value)	Tax Rat Equivale (per $10 Home Value)
Lot Type 1	67	$25,000	$72,000	$375,000	$2,626	$10.50	$3.65	$0.
Lot Type 2	138	$20,000	$60,000	$312,500	$2,188	$10.94	$3.65	$0.
Total	**205**							

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.

B) Allocation of Phase #2 Major Improvement Assessments to Lot Types in Phase #2

The total amount of the Phase #2 Major Improvement Bonds, which represents the Phase #2 Major Improvement Assessment to be allocated on all Parcels within Phase #2, is $1,765,000. As shown in Appendix D, there are a total of 168 residential units representing a total of 147.17 estimated Equivalent Units for the residential development in Phase #2, resulting in a Phase #2 Major Improvement Assessment per Equivalent Unit of $11,993.20.

The Phase #2 Major Improvement Assessment per dwelling unit or acre is calculated as the product of (i) $11,993.20 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $11,993.20 (i.e. $11,993.20 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $9,994.34 (i.e. $11,993.20 × 0.83). Table E-4 sets forth the Phase #2 Major Improvement Assessment per dwelling unit for each of the two Lot Types in Phase #2.

Table E-4
Assessment Per Unit – Phase #2 Major Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor[1]	Assessment per Unit		Total Assessments
Lot Type 1	43	$11,993.20	1.00	$11,993.20	per dwelling unit	$515,708
Lot Type 2	125	$11,993.20	0.83	$9,994.34	per dwelling unit	$1,249,292
Total	**168**					**$1,765,000**

1 – See Appendix D for the calculation of the Equivalent Unit Factors

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table E-5 on the following page.

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Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

Table E-5
Projected Leverage – Phase #2 Major Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1	43	$78,000	$375,000	$11,993	6.50	31.27
Lot Type 2	125	$65,000	$325,000	$9,994	6.50	32.52
Total	**168**					

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 Lot Type is shown in Table E-6 below.

Table E-6
Estimated Tax Rate Equivalent per unit – Phase #2 Major Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1	43	$78,000	$375,000	$1,225	$1.57	$0.33
Lot Type 2	125	$65,000	$325,000	$1,021	$1.57	$0.31
Total	**168**					

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

C) Allocation of Phase #2 Direct Improvement Assessments to Lot Types in Phase #2

The total amount of the Phase #2 Reimbursement Agreement, which represents the Phase #2 Direct Improvement Assessment to be allocated on all Parcels within Phase #2, is $2,845,000. As shown in Appendix D, there are a total of 168 residential units representing a total of 147.17 estimated Equivalent Units for the residential development in Phase #2, resulting in a Phase #2 Direct Improvement Assessment per Equivalent Unit of $19,331.82.

The Phase #2 Direct Assessment per dwelling unit or acre is calculated as the product of (i) $19,331.82 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $19,331.82 (i.e. $19,331.82 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $16,109.85 (i.e. $19,331.82

× 0.83). Table E-4 sets forth the Phase #2 Direct Improvement Assessment per dwelling unit for each of the two Lot Types in Phase #2.

Table E-7
Assessment Per Unit – Phase #2 Direct Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor[1]	Assessment per Unit		Total Assessments
Lot Type 1	43	$19,331.82	1.00	$19,331.82	per dwelling unit	$831,268
Lot Type 2	125	$19,331.82	0.83	$16,109.85	per dwelling unit	$2,013,732
Total	**168**					**$2,845,000**

1 – See Appendix D for the calculation of the Equivalent Unit Factors

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table E-8 below.

Table E-8
Projected Leverage – Phase #2 Direct Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1	43	$78,000	$375,000	$19,332	4.03	19.40
Lot Type 2	125	$65,000	$325,000	$16,110	4.03	20.17
Total	**168**					

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table E-9 below.

Table E-9
Estimated Tax Rate Equivalent per unit – Phase #2 Direct Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1	43	$78,000	$375,000	$1,531	$1.96	$0.41
Lot Type 2	125	$65,000	$325,000	$1,276	$1.96	$0.39
Total	**168**					

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

The Phase #2 Major Improvement and Direct Improvement combined Assessments are shown in Table E-10 below.

Table E-10
Assessment Per Unit – Phase #2 Combined

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor[1]	Assessment per Unit		Total Assessments
Lot Type 1	43	$31,325.03	1.00	$31,325.03	per dwelling unit	$1,346,976
Lot Type 2	125	$31,325.03	0.83	$26,104.19	per dwelling unit	$3,263,024
Total	**168**					**$4,610,000**

1 – See Appendix D for the calculation of the Equivalent Unit Factors

The combined projected leverage calculated based on the estimated finished lot values and home values for each Lot Type within Phase #2 is shown in Table E-11 below.

Table E-11
Projected Leverage – Phase #2 Direct Improvements

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1	43	$78,000	$375,000	$31,325	2.49	11.97
Lot Type 2	125	$65,000	$325,000	$26,104	2.49	12.45
Total	**168**					

1 – Amounts are rounded to the nearest dollar amount.

The projected tax rate equivalent per unit calculated based on the estimated land values, finished lot values and home values for each Lot Type is shown in Table E-12 on the following page.

Table E-12
Estimated Tax Rate Equivalent per unit – Phase #2 Combined

Lot Type	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Maximum Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1	43	$78,000	$375,000	$2,756	$3.53	$0.73
Lot Type 2	125	$65,000	$325,000	$2,297	$3.53	$0.71
Total	**168**					

APPENDIX F
PHASE #1 ASSESSMENT ROLL

Appendix F
Phase #1 Assessment Roll

Parcel	**All Parcels**
Assessment	**$5,721,000**
Total Equivalent Units	**182.00**

Year[1]	Principal and Interest [1]	Principal and Interest[2]	Administrative Expenses[3]	Prepayment Reserve & Delinquency Reserve[4]	Available Credits[5]	Total Annual Installment
2017	$157,323	$69,080	$30,000	$13,085	($157,323)	$112,165
2018	$268,419	$69,080	$25,000	$22,325	($268,419)	$116,405
2019	$328,419	$89,080	$31,212	$22,325	($717)	$470,319
2020	$329,969	$87,980	$28,600	$22,025	($21,975)	$446,599
2021	$331,231	$84,680	$42,000	$21,700	($54,763)	$424,848
2022	$327,206	$90,780	$33,122	$21,350	$0	$472,459
2023	$328,181	$89,405	$33,785	$21,000	$0	$472,371
2024	$328,869	$88,030	$34,461	$20,625	$0	$471,984
2025	$329,269	$86,655	$35,150	$20,225	$0	$471,299
2026	$329,381	$90,280	$35,853	$19,800	$0	$475,314
2027	$334,206	$88,630	$36,570	$19,350	$0	$478,756
2028	$348,456	$86,980	$37,301	$18,850	$0	$491,587
2029	$346,556	$90,330	$38,047	$18,250	$0	$493,184
2030	$344,369	$88,405	$38,808	$17,625	$0	$489,207
2031	$341,894	$91,480	$39,584	$16,975	$0	$489,933
2032	$344,131	$89,280	$40,376	$16,300	$0	$490,087
2033	$340,794	$87,080	$41,184	$15,575	$0	$484,632
2034	$341,606	$89,880	$42,007	$14,825	$0	$488,319
2035	$341,806	$87,405	$42,847	$14,025	$0	$486,084
2036	$341,394	$89,930	$43,704	$13,175	$0	$488,203
2037	$340,369	$87,180	$44,578	$12,275	$0	$484,402
2038	$338,731	$89,430	$45,470	$11,325	$0	$484,956
2039	$336,481	$91,405	$46,379	$10,325	$0	$484,591
2040	$333,619	$88,105	$47,307	$9,275	$0	$478,306
2041	$335,144	$89,805	$48,253	$8,175	$0	$481,377
2042	$335,750	$91,230	$49,218	$7,000	$0	$483,198
2043	$335,438	$87,380	$50,203	$5,750	$0	$478,770
2044	$334,206	$88,530	$51,207	$4,425	$0	$478,368
2045	$332,056	$89,405	$52,231	$3,025	$0	$476,717
2046	$328,988	$96,005	$53,275	$1,550	$0	$479,818
Total	**$9,834,261**	**$2,632,925**	**$1,217,733**	**$442,535**	**($503,197)**	**$13,624,257**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The principal and interest amounts are based on the Phase #2 Major Improvement Bonds final numbers.
3 - The Administrative Expenses shown include the estimated district administration costs.
4 - The amounts shown include the additional 0.5% interest to be collected for Prepayment Reserve and Delinquency Reserve.
4 – Available credits include credits such as capitalized interest, reserve fund income, TIRZ Credit amounts and available administrative expenses used to reduce the annual installment due for the applicable year.

APPENDIX G
PHASE #2 MAJOR IMPROVEMENT ASSESSMENT ROLL

Appendix G
Phase #2 Major Improvement Assessment Roll

Parcel	**All Parcel**
Assessment	**$1,765,000**
Total Equivalent Units	**147.17**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Prepayment Reserve & Delinquency Reserve[4]	Available Credits[5]	Total Annu Installmen
2017	$0	$63,362	$30,000	$8,825	($63,362)	$38,825
2018	$0	$108,106	$25,000	$8,825	($108,106)	$33,825
2019	$0	$108,106	$31,212	$8,825	($746)	$147,397
2020	$0	$108,106	$22,600	$8,825	($6,042)	$133,489
2021	$30,000	$108,106	$32,000	$8,825	($15,409)	$163,522
2022	$30,000	$106,269	$33,122	$8,675	$0	$178,066
2023	$35,000	$104,431	$33,785	$8,525	$0	$181,741
2024	$35,000	$102,288	$34,461	$8,350	$0	$180,098
2025	$35,000	$100,144	$35,150	$8,175	$0	$178,469
2026	$40,000	$98,000	$35,853	$8,000	$0	$181,853
2027	$45,000	$95,550	$36,570	$7,800	$0	$184,920
2028	$50,000	$92,794	$37,301	$7,575	$0	$187,670
2029	$50,000	$89,731	$38,047	$7,325	$0	$185,104
2030	$55,000	$86,669	$38,808	$7,075	$0	$187,552
2031	$55,000	$83,300	$39,584	$6,800	$0	$184,684
2032	$60,000	$79,931	$40,376	$6,525	$0	$186,832
2033	$65,000	$76,256	$41,184	$6,225	$0	$188,665
2034	$65,000	$72,275	$42,007	$5,900	$0	$185,182
2035	$70,000	$68,294	$42,847	$5,575	$0	$186,716
2036	$75,000	$64,006	$43,704	$5,225	$0	$187,936
2037	$75,000	$59,413	$44,578	$4,850	$0	$183,841
2038	$80,000	$54,819	$45,470	$4,475	$0	$184,764
2039	$85,000	$49,919	$46,379	$4,075	$0	$185,373
2040	$90,000	$44,713	$47,307	$3,650	$0	$185,669
2041	$95,000	$39,200	$48,253	$3,200	$0	$185,653
2042	$100,000	$33,381	$49,218	$2,725	$0	$185,324
2043	$100,000	$27,256	$50,203	$2,225	$0	$179,684
2044	$110,000	$21,131	$51,207	$1,725	$0	$184,063
2045	$115,000	$14,394	$52,231	$1,175	$0	$182,799
2046	$120,000	$7,350	$53,275	$600	$0	$181,225
Total	**$1,765,000**	**$2,167,300**	**$1,201,733**	**$180,575**	**($193,665)**	**$5,120,943**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The principal and interest amounts are based on the Phase #2 Major Improvement Bonds final numbers.
3 - The Administrative Expenses shown include the estimated district administration costs.
4 - The amounts shown include the additional 0.5% interest to be collected for Prepayment Reserve and Delinquency Reserve
4 – Available credits include credits such as capitalized interest, reserve fund income, TIRZ Credit amounts and available administrative expenses used to reduce the annual installment due for the applicable year.

Attachment: Draft Ordinance (Ownsby Farms Phase #2 – PID Levy)

APPENDIX H
PROPOSED PHASE #2 DIRECT IMPROVEMENT ASSESSMENT ROLL

Appendix H
Proposed Phase #2 Direct Improvement Assessment Roll

Parcel	**All Parcels**
Assessment	**$2,845,000**
Total Equivalent Units	**147.17**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Prepayment Reserve & Delinquency Reserve[4]	Total Annual Installment
1	$35,000	$136,276	$25,000	$0	$196,276
2	$35,000	$134,599	$25,500	$0	$195,099
3	$35,000	$132,923	$26,010	$0	$193,933
4	$40,000	$131,246	$26,530	$0	$197,776
5	$40,000	$129,330	$27,061	$0	$196,391
6	$45,000	$127,414	$27,602	$0	$200,016
7	$45,000	$125,259	$28,154	$0	$198,413
8	$45,000	$123,103	$28,717	$0	$196,820
9	$50,000	$120,948	$29,291	$0	$200,239
10	$50,000	$118,553	$29,877	$0	$198,430
11	$55,000	$116,158	$30,475	$0	$201,632
12	$60,000	$113,523	$31,084	$0	$204,607
13	$60,000	$110,649	$31,706	$0	$202,355
14	$65,000	$107,775	$32,340	$0	$205,115
15	$65,000	$104,662	$32,987	$0	$202,648
16	$70,000	$101,548	$33,647	$0	$205,195
17	$75,000	$98,195	$34,320	$0	$207,515
18	$75,000	$94,603	$35,006	$0	$204,609
19	$80,000	$91,010	$35,706	$0	$206,716
20	$85,000	$87,178	$36,420	$0	$208,598
21	$90,000	$83,107	$37,149	$0	$210,255
22	$95,000	$78,796	$37,892	$0	$211,687
23	$100,000	$74,245	$38,649	$0	$212,894
24	$105,000	$69,455	$39,422	$0	$213,877
25	$110,000	$64,426	$40,211	$0	$214,636
26	$115,000	$59,157	$41,015	$0	$215,172
27	$260,000	$53,648	$41,835	$0	$355,483
28	$275,000	$41,194	$42,672	$0	$358,866
29	$285,000	$28,022	$43,526	$0	$356,547
30	$300,000	$14,370	$44,396	$0	$358,766
Total	**$2,845,000**	**$2,871,366**	**$1,014,202**	**$0**	**$6,730,567**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The principal and interest amounts are calculated using an interest rate at 4.79%.
3 - The Administrative Expenses shown include the estimated district administration costs.
4 - The amounts shown include the additional 0.5% interest to be collected for Prepayment Reserve and Delinquency Reserve.

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:	November 10, 2020
Re:	20-03 Annexation Second Public Hearing

Action Requested:
The Celina City Council will conduct public hearings in accordance with Texas Local Government Code Section 43.0686(c)(2), and other applicable law, to consider testimony and provide members of the public an opportunity to be heard on the proposed annexation of the following properties: (20-03 Annexation Second Public Hearing) (Mohan)

1) Denton CAD Property ID 52814, being an approximate 15.582 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2; generally located approximately 800 feet south of FM 428 and approximately 1,300 feet east of FM 1385,

2) Denton CAD Property ID 159742, being an approximate 3.919 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3A; generally located south of FM 428 and approximately 2,000 feet east of FM 1385,

3) Denton CAD Property ID 159743, being an approximate 4.082 acre tract of land in Denton County, Texas, legally described as Abstract No. 903A in the T. McIntire, Tract 2A; generally located approximately 800 feet south of FM 428 and approximately 2,000 feet east of FM 1385,

4) Denton CAD Property ID 524106, being an approximate 14.642 acre tract of land in Denton County, Texas, legally described as Abstract No. 1106A in the A. Ray, Tract 3B; generally located south of FM 428 and approximately 1,300 feet east of FM 1385,

5) 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,

6) 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,

7) 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,

8) 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,

9) 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,

10) 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,

11) 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,

12) 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,

13) 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,

14) 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,

15) Collin CAD Property ID 1497918, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 19; generally located north of Mark Alexander Court and approximately 1,400 feet west of Kristina Court,

16) Collin CAD Property ID 1497927, being an approximate 10.6 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 20; generally located north of Mark Alexander Court and approximately 1,000 feet west of Kristina Court,

17) Collin CAD Property ID 1497954, being an approximate 11.278 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 23; generally located west of the BNSF Railroad and east of Kristina Court,

18) Collin CAD Property ID 1498016, being an approximate 10.1 acre tract of land in Collin County, Texas, legally described as Preston 450 Addition (GCN), Lot 29; generally located approximately 1,000 feet west of the BNSF Railroad and north of Kristina Court,

19) 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,

20) Denton CAD Property ID 52737, being an approximate 9.08 acre tract of land in Denton County, Texas, legally described as Abstract No. 791A in the J. Morton Survey, Tract 4A(3); generally located approximately 1,250 feet east of Smiley Road and approximately 500 feet north of Old Dairy Farm Road,

21) Denton CAD Property ID 155336, being an approximate 0.92 acre tract of land in Denton County, Texas, legally described as Abstract No. 1028A in the A. Phillips Survey, Tract 3; generally located 1,800 feet east of Smiley Road and approximately 900 feet north of Old Dairy Farm Road,

22) 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,

23) Collin CAD Property ID 1004549, being an approximate 64.4 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 4; generally located west of the BNSF Railroad and south of CR 99,

24) Collin CAD Property ID 1725752, being an approximate 12.6 acre tract of land in Collin County, Texas, legally described as Abstract No. 377 in the Jno M Herron Survey, Tract 6; generally located east of the BNSF Railroad and approximately 450 feet south of CR 99,

25) 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,

26) 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,

27) 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,

28) 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,

29) 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

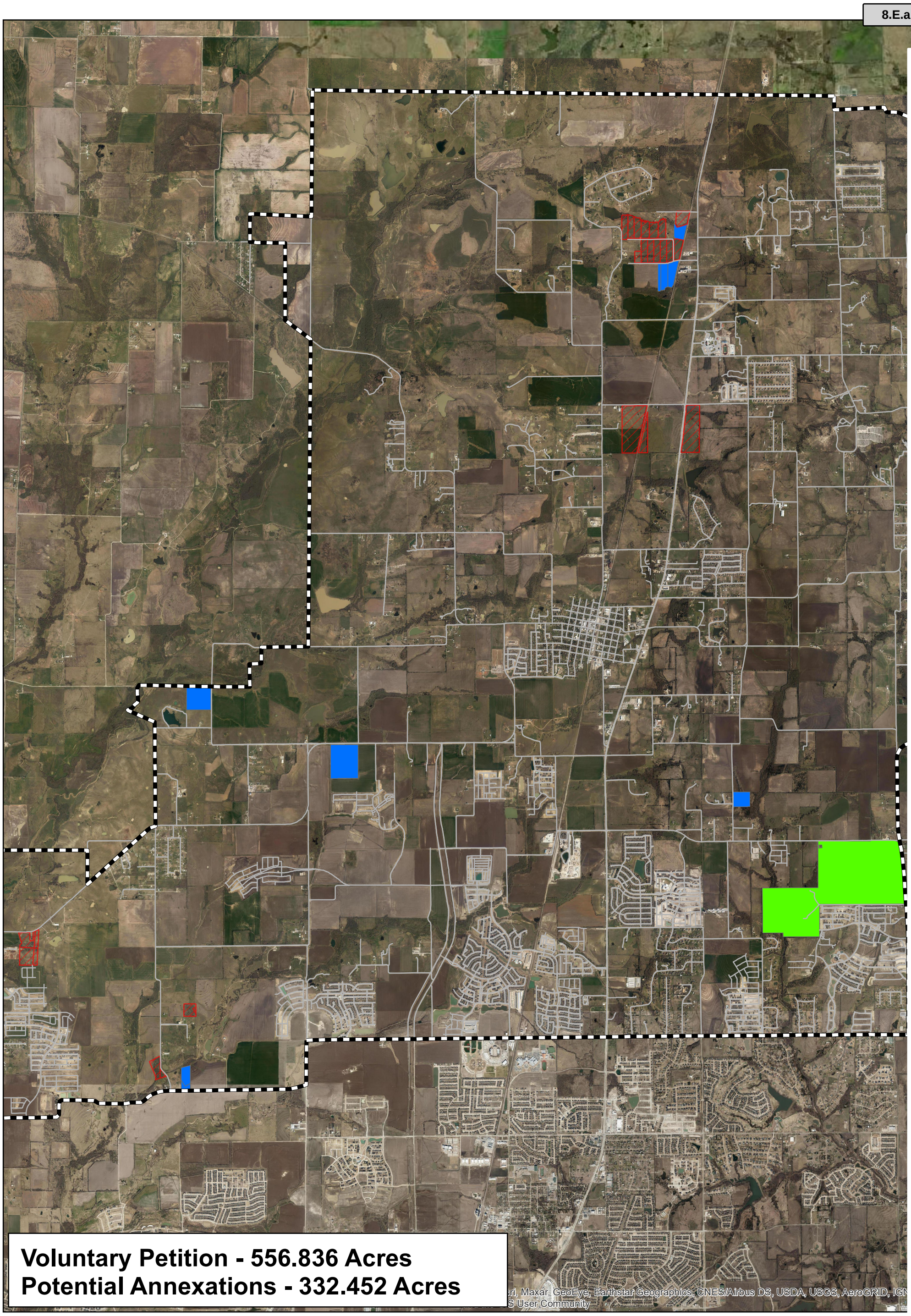
30) Collin CAD Property ID 2122311, being an approximate 185.094 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 29; generally located approximately 300 feet north of County Road 84 and approximately 1,900 feet east of future Coit Road, plus, all county road right-of-way adjacent to the above-described property.

Background Information:
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Staff Presentation

Staff Recommendation:
Staff recommends approval.



Attachment: Location Map (20-03 Annexation Second Public Hearing)

CELINA TEXAS EST. 1876

Life Connected.

Potential Annexations
City of Celina

Date: 10/7/2020

Legend

- Ultimate Boundary
- Voluntary Petition
- Potential Annexations
- Deferrals Signed / Annexed

N W E S

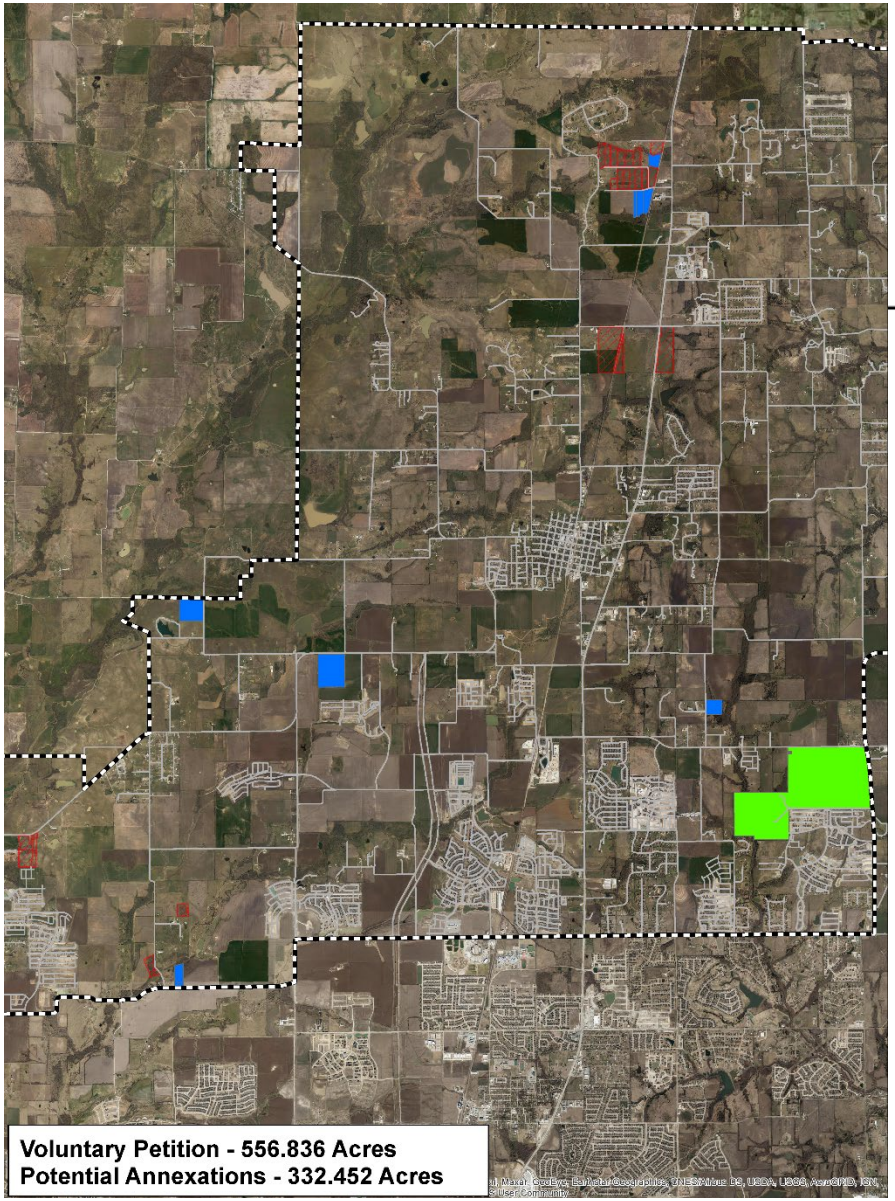
0 4,700 9,400 Feet

Annexation 20-03

City Council

November 10, 2020

Attachment: Staff Presentation (20-03 Annexation Second Public Hearing)



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

Attachment: Staff Presentation (20-03 Annexation Second Public Hearing)

Recommendation

- Staff recommends approval

Attachment: Staff Presentation (20-03 Annexation Second Public Hearing)

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: November 10, 2020
Re: 20-02 Annexation Third Public Hearing and Ordinance Adoption

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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: (20-02 Annexation Third Public Hearing and Ordinance Adoption) (Mohan)

1) Collin CAD Property ID 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
2) Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
3) Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
4) Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
5) Collin CAD Property ID 2510786, being an approximate 8.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 64; generally located west of Custer Road and approximately 400 feet north of Choate Parkway,
6) Collin CAD Property ID 2616659, being an approximate 3.594 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey (Raelene Addition); generally located north of Choate Parkway and approximately 550 feet west of Custer Road, and
7) Collin CAD Property ID 2617829, being an approximate 2.954 acre tract of land in Collin County, Texas, legally described as Abstract No. 1030 in the Jonathan Westover Survey, Tract 6; generally located

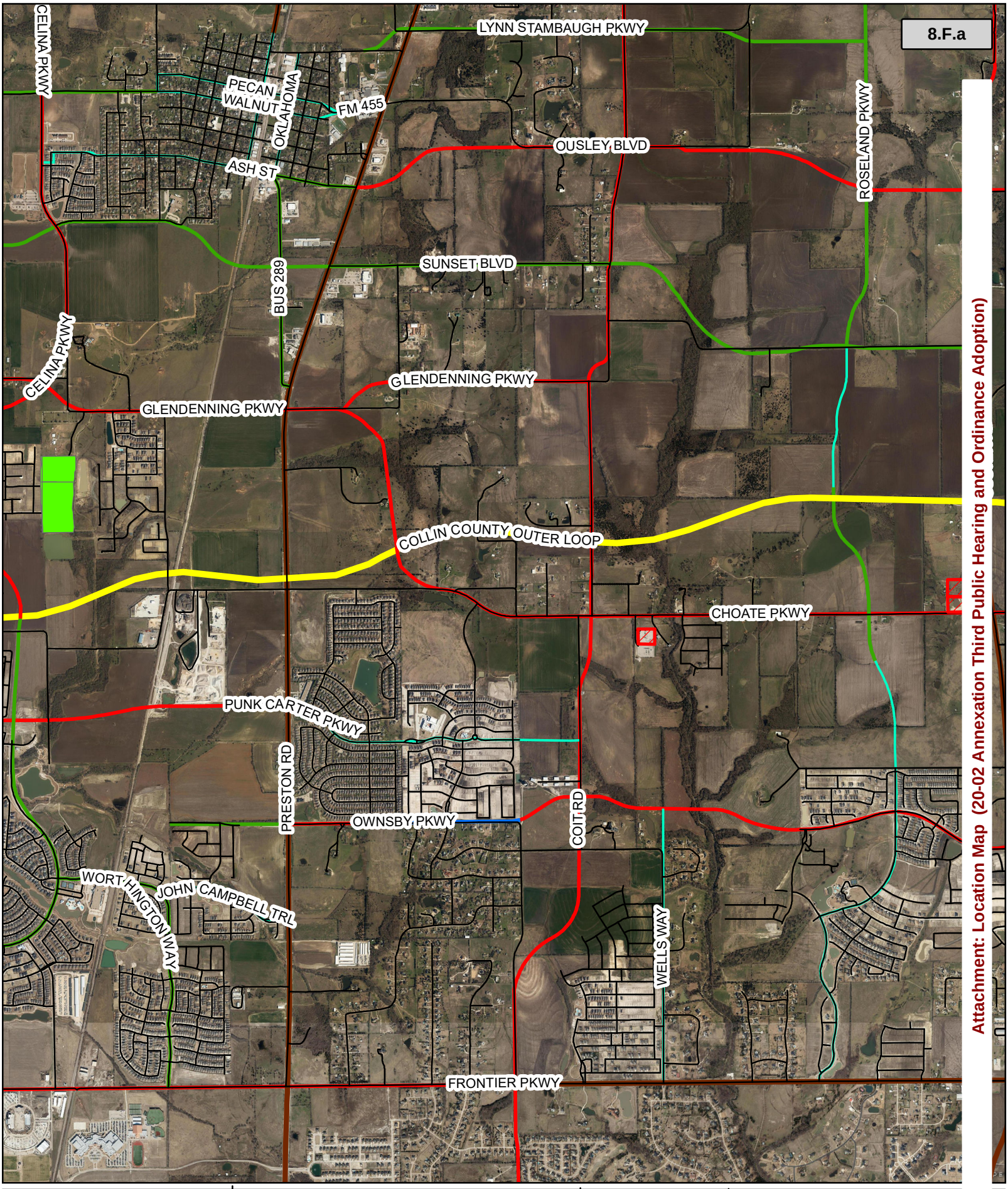
approximately 300 feet south of Choate Parkway and approximately 1,300 feet east of County Road 86.

Background Information:
Refer to the attached documents for further information.

Supporting Documents:

- Location Map
- Staff Presentation
- Annexation Ordinance

Staff Recommendation:
Staff recommends approval.



Attachment: Location Map (20-02 Annexation Third Public Hearing and Ordinance Adoption)

CELINA TEXAS EST. 1876

Life Connected.

Annexation Exhibit

Date: 11/4/2020

Legend

- Voluntary Petition
- Potential Annexations
- Roads

N W E S

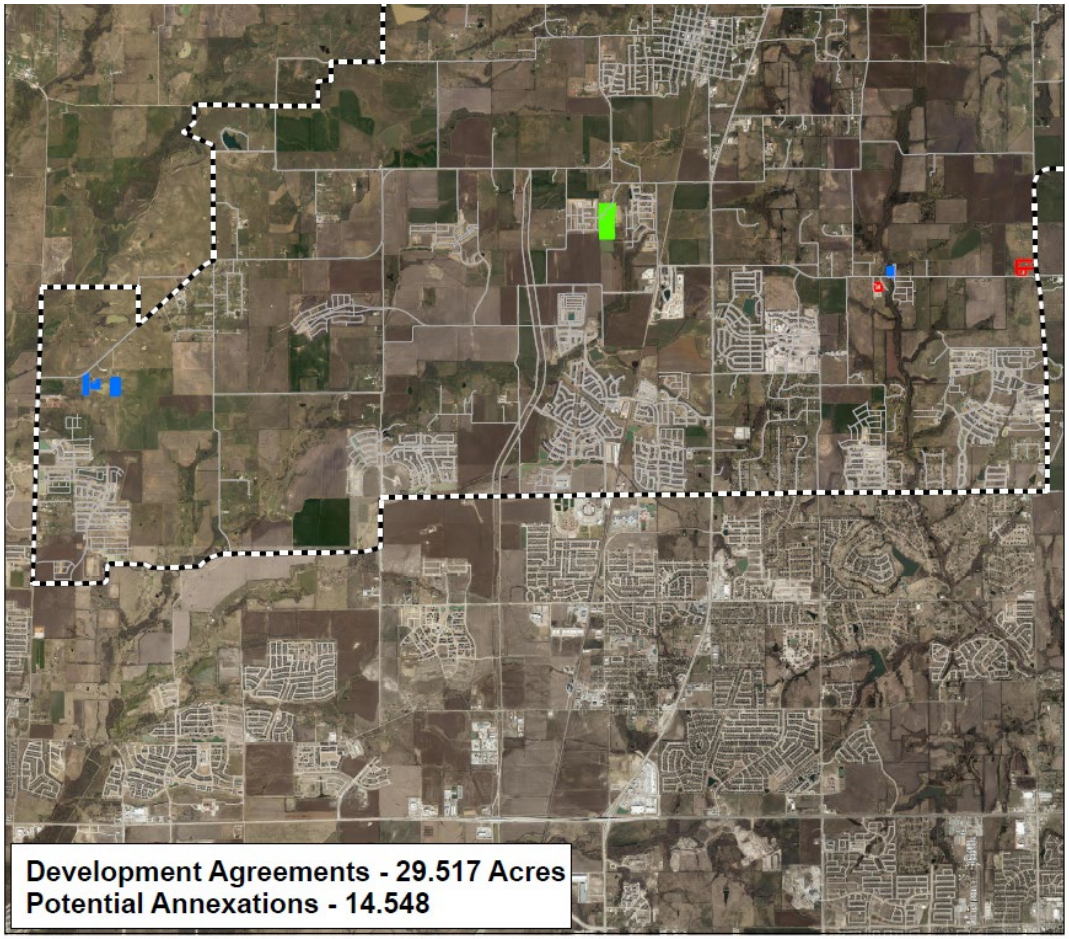
0 Feet

Annexation 20-02

City Council

November 10, 2020

Annexation Map



Legend

- Ultimate Boundary
- Roads
- Voluntary Petition
- Potential Annexations
- Deferrals Signed

Attachment: Staff Presentation (20-02 Annexation Third Public Hearing and Ordinance

Annexation Timeline

- ~~March 10, 2020 – Annexation Resolution~~
- ~~April 14, 2020 – 1st Public Hearing~~
- ~~September 2020 – Petition Verification~~
- ~~October 13, 2020 – 2nd Public Hearing~~
- November 10, 2020 – 3rd Public Hearing and adoption of Annexation Ordinance & Zoning

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 ±44.065 ACRES GENERALLY LOCATED EAST OF COUNTY ROAD 52, WEST OF FARM TO MARKET ROAD 2478, SOUTH OF GLENDENNING PARKWAY, NORTH OF COUNTY ROAD 84 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. R-15R 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 April 14, 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

Attachment: Annexation Ordinance (20-02 Annexation Third Public Hearing and Ordinance Adoption)

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. 2020-68R, 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 October 13, 2020 and a second hearing also being held at least ten days after the first public hearing on November 10, 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

Attachment: Annexation Ordinance (20-02 Annexation Third Public Hearing and Ordinance Adoption)

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 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
2) Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,
3) Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
4) Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,
5) Collin CAD Property ID 2510786, being an approximate 8.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 64; generally located west of Custer Road and approximately 400 feet north of Choate Parkway,
6) Collin CAD Property ID 2616659, being an approximate 3.594 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey (Raelene Addition); generally located north of Choate Parkway and approximately 550 feet west of Custer Road,
7) Collin CAD Property ID 2617829, being an approximate 2.954 acre tract of land in Collin County, Texas, legally described as Abstract No. 1030 in the Jonathan Westover Survey, Tract 6; generally located approximately 300 feet south of Choate Parkway and approximately 1,300 feet east of County Road 86, and

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 10th day of November, 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: Annexation Ordinance (20-02 Annexation Third Public Hearing and Ordinance Adoption)

Exhibit "A"

1) Collin CAD Property ID 2776103, being an approximate 0.39 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 28; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,

2) Collin CAD Property ID 1634592, being an approximate 10.34 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 83; generally located approximately 1,650 feet east of County Road 52 and approximately 1,800 feet south of FM 428,

3) Collin CAD Property ID 2776102, being an approximate 0.536 acre tract of land in Collin County, Texas, legally described as Abstract No. 943 in the C. Williamson Survey, Tract 27; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,

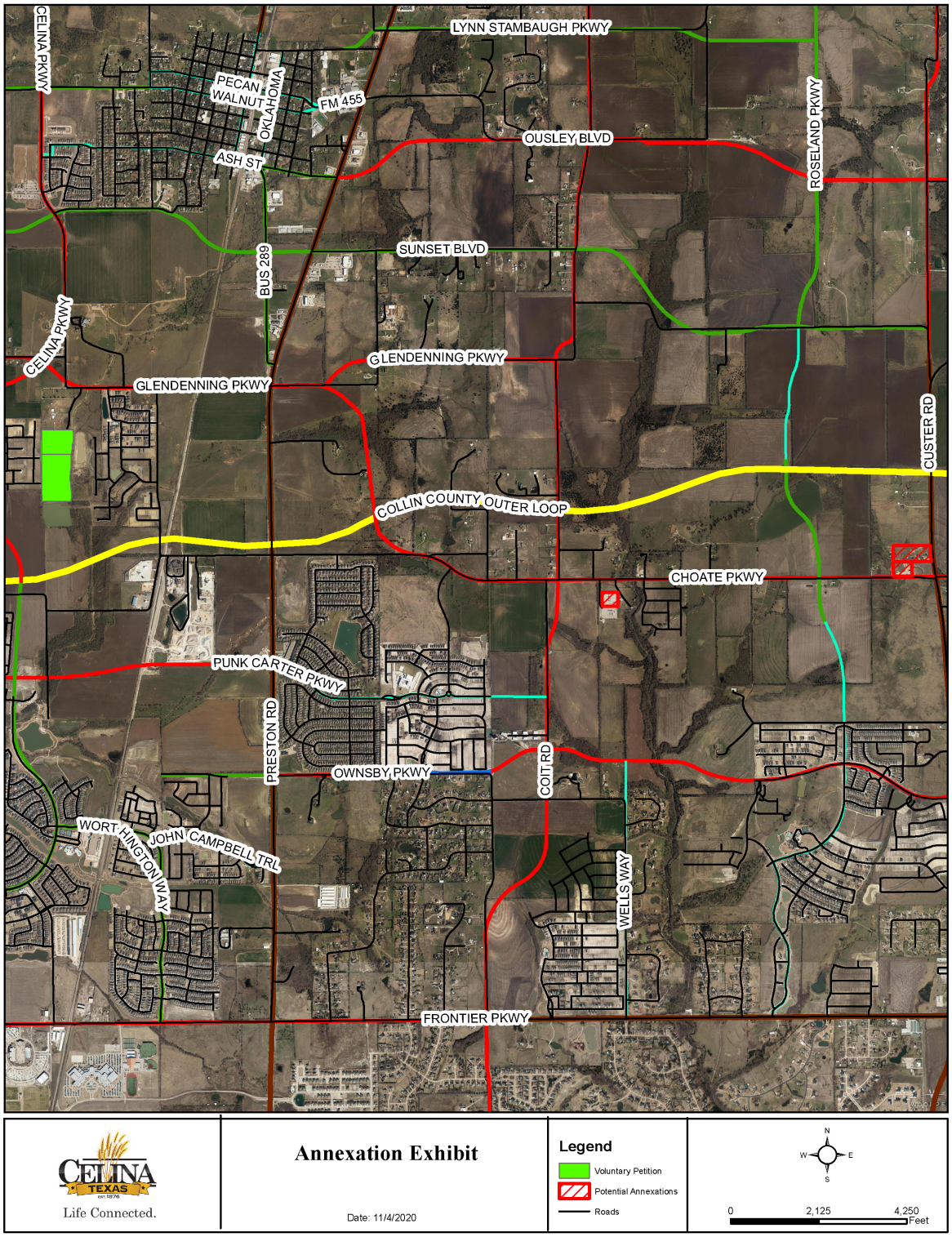
4) Collin CAD Property ID 2120667, being an approximate 18.251 acre tract of land in Collin County, Texas, legally described as Abstract No. 167 in the Collin County School Land #14 Survey, Tract 61; generally located approximately 1,650 feet east of County Road 52 and approximately 2,400 feet south of FM 428,

5) Collin CAD Property ID 2510786, being an approximate 8.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 64; generally located west of Custer Road and approximately 400 feet north of Choate Parkway,

6) Collin CAD Property ID 2616659, being an approximate 3.594 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey (Raelene Addition); generally located north of Choate Parkway and approximately 550 feet west of Custer Road,

7) Collin CAD Property ID 2617829, being an approximate 2.954 acre tract of land in Collin County, Texas, legally described as Abstract No. 1030 in the Jonathan Westover Survey, Tract 6; generally located approximately 300 feet south of Choate Parkway and approximately 1,300 feet east of County Road 86, and

Exhibit "B"



Attachment: Annexation Ordinance (20-02 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;

Attachment: Annexation Ordinance (20-02 Annexation Third Public Hearing and Ordinance Adoption)

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) <u>WATER FACILITIES</u>

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) <u>ROAD AND STREETS</u>

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.

Attachment: Annexation Ordinance (20-02 Annexation Third Public Hearing and Ordinance Adoption)

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:	November 10, 2020
Re:	Greenway East - 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 30 acre tract of land to Planned Development (PD) with Single-Family Residential Detached District (SF-R) base zoning, generally located approximately 1,650 feet east of Celina Parkway (County Road 52) and approximately 1,000 feet south of Glendening Parkway. (Greenway East – PD Zoning) (Mohan)

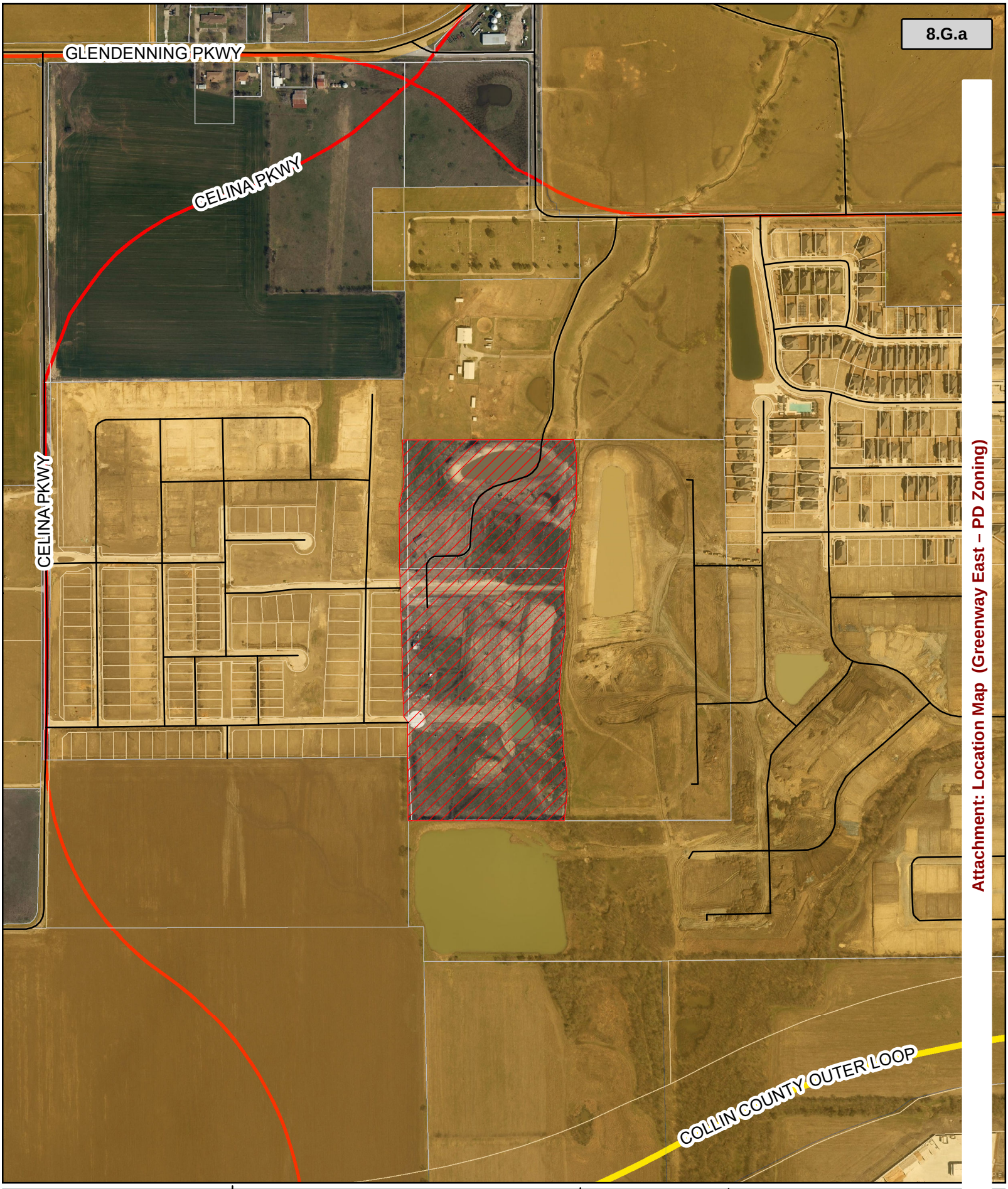
Applicant:
Peloton Land Solutions
110000 Frisco St., Ste 400
Frisco, TX 75033

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.



Attachment: Location Map (Greenway East – PD Zoning)

CELINA TEXAS EST. 1876
Life Connected.

Location Map
Greenway PD Zoning

Date: 10/5/2020

Legend

- Roads
- SubjectProperty
- City Limits
- Parcels

N
W E
S

0 Feet

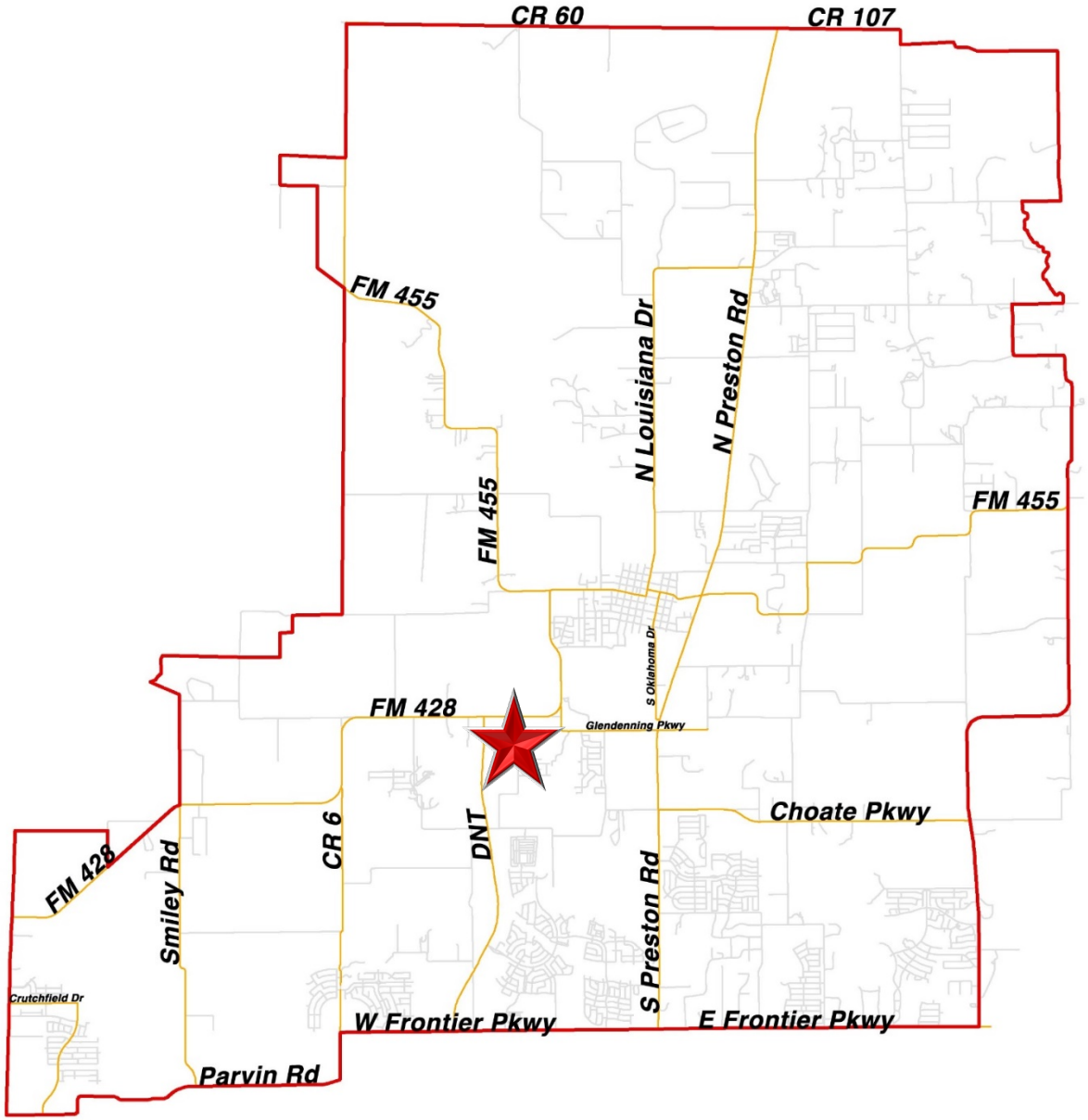
Greenway East

Planned Development

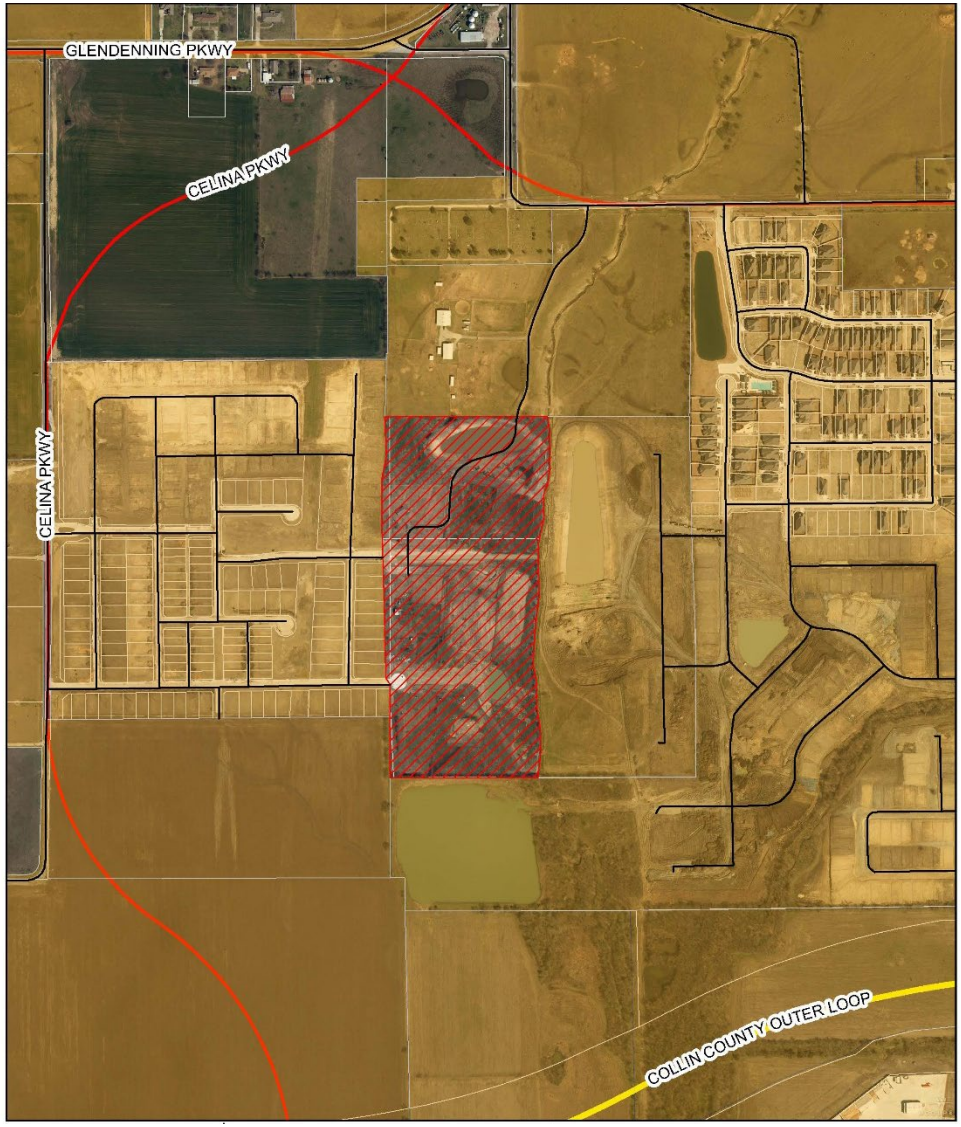
City Council

November 10, 2020

Attachment: Staff Presentation (Greenway East – PD Zoning)



Attachment: Staff Presentation (Greenway East – PD Zoning)



Location Map

The subject property is generally located approximately 1,650 feet east of Celina Parkway (County Road 52) and approximately 1,000 feet south of Glendenning Parkway

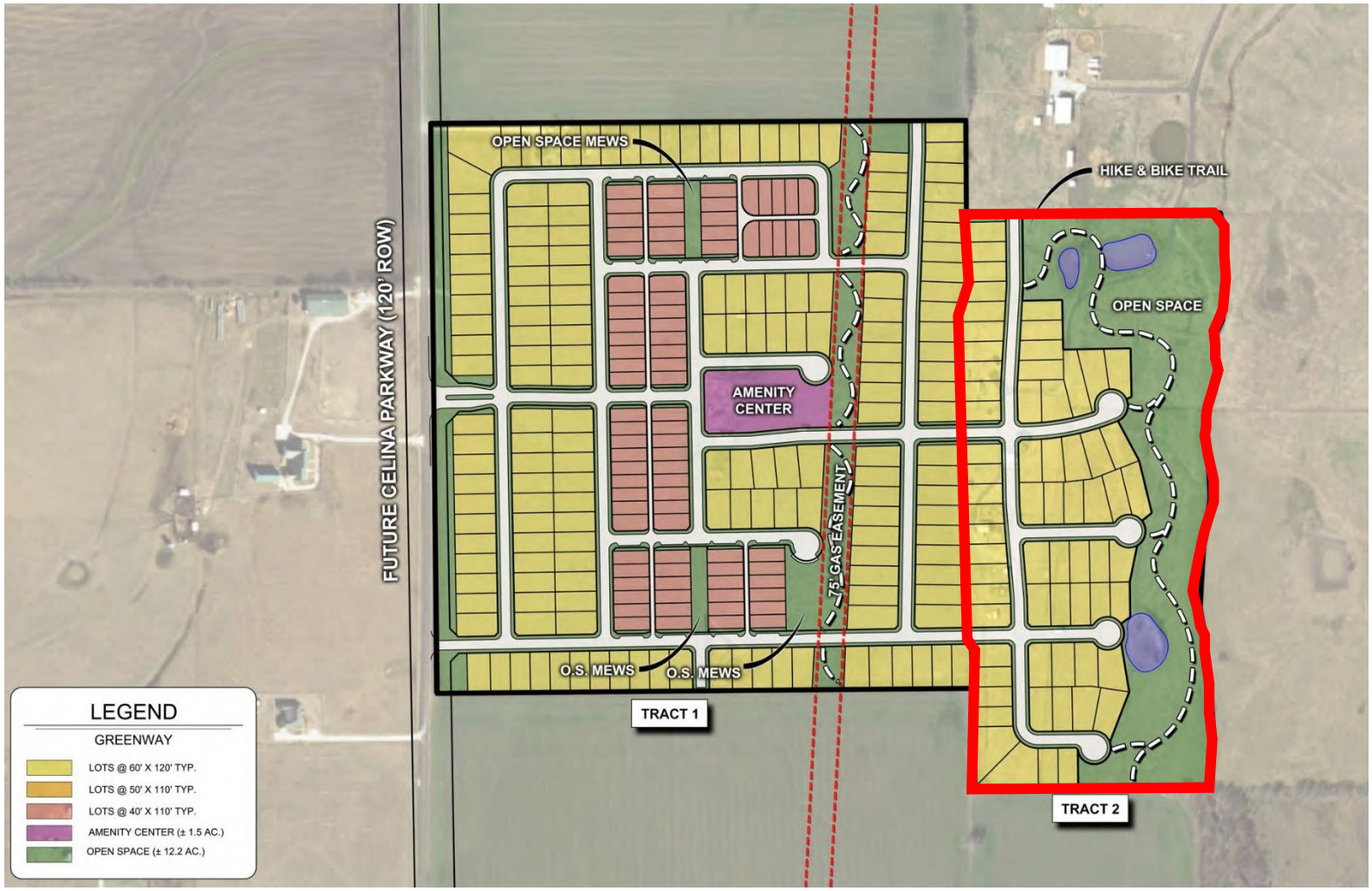
Background

- In November 2018, the City approved a Development Agreement for a singe-family residential development that also outlined the annexation and future development regulations for the subject property
- The property is approximately 30 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), per the existing DA

Policy Considerations

- The proposed land use is in conformance with the governing DA
- The PD zoning is the same as the existing Greenway PD zoning

Concept Plan



Attachment: Staff Presentation (Greenway East – PD Zoning)

Recommendation

- The Planning & Zoning Commission unanimously recommended approval of the zoning request at its October 20th regular meeting
- Staff recommends approval of the Zoning as presented

CITY OF CELINA, TEXAS

ORDINANCE 2020-____
GREENWAY EAST
PLANNED DEVELOPMENT #114

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 30 ACRE TRACT OF LAND LOCATED IN THE I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, AND THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NO. 167, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED APPROXIMATELY 1,650 FEET EAST OF CELINA PARKWAY (COUNTY ROAD 52) AND APPROXIMATELY 1,000 FEET SOUTH OF GLENDENING PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT NO. 114; 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 November 2018 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, Open Space Plan, and Development Regulations, set forth in Exhibit "C", "D", and "E", 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

Attachment: Draft Ordinance (Greenway East – PD Zoning)

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. 114 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:	Open Space Plan
Exhibit E:	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. 114, and incorporates the Concept Plan attached hereto as Exhibit "C", the Open Space Plan attached hereto as Exhibit "D", and the Development Regulations attached hereto as Exhibit "E."

SECTION 5
REVISION OF ZONING MAP

Attachment: Draft Ordinance (Greenway East – PD Zoning)

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11

Attachment: Draft Ordinance (Greenway East – PD Zoning)

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 10th day of November, 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 (Greenway East – PD Zoning)

Exhibit A
Description of a
29.515 Acre Tract for Zoning

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE I. C. WILLIAMSON SURVEY, ABSTRACT NUMBER 943, AND THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NUMBER 167, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE TRACTS OF LAND DESCRIBED IN DEED TO CELINA 52 EAST, LP RECORDED IN INSTRUMENT NUMBER 20180131000124610 AND INSTRUMENT NUMBER 20180131000124590 OF THE COUNTY RECORDS, COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT NUMBER 20180131000124590;

THENCE N 00°24'31" W, 449.31 FEET;

THENCE N 33°34'49" W, 31.73 FEET;

THENCE N 00°52'43" W, 952.13 FEET;

THENCE N 12°20'56" E, 108.03 FEET;

THENCE N 00°25'06" W, 200.68 FEET TO THE NORTHEAST CORNER OF SAID CELINA 52 TRACT RECORDED IN INSTRUMENT NUMBER 20180131000124610;

THENCE N 89°57'10" E, 768.02 FEET TO THE CENTERLINE OF A CREEK;

THENCE WITH SAID CREEK THE FOLLOWING BEARINGS AND DISTANCES:

S 10°40'38" E, 62.47 FEET;

S 00°16'06" W, 217.96 FEET;

S 08°09'12" W, 54.54 FEET;

S 28°15'03" W, 37.04 FEET;

Attachment: Draft Ordinance (Greenway East – PD Zoning)

S 02°58'33" W, 78.26 FEET;

S 07°49'54" W, 35.13 FEET;

S 11°58'04" E, 145.67 FEET;

S 01°27'35" E, 244.55 FEET;

S 07°40'26" W, 122.42 FEET;

S 03°43'17" W, 101.49 FEET;

S 03°31'47" W, 107.43 FEET;

S 11°37'21" E, 71.30 FEET;

S 02°01'22" E, 150.65 FEET;

S 10°09'35" E, 88.74 FEET;

S 01°07'33" E, 111.87 FEET;

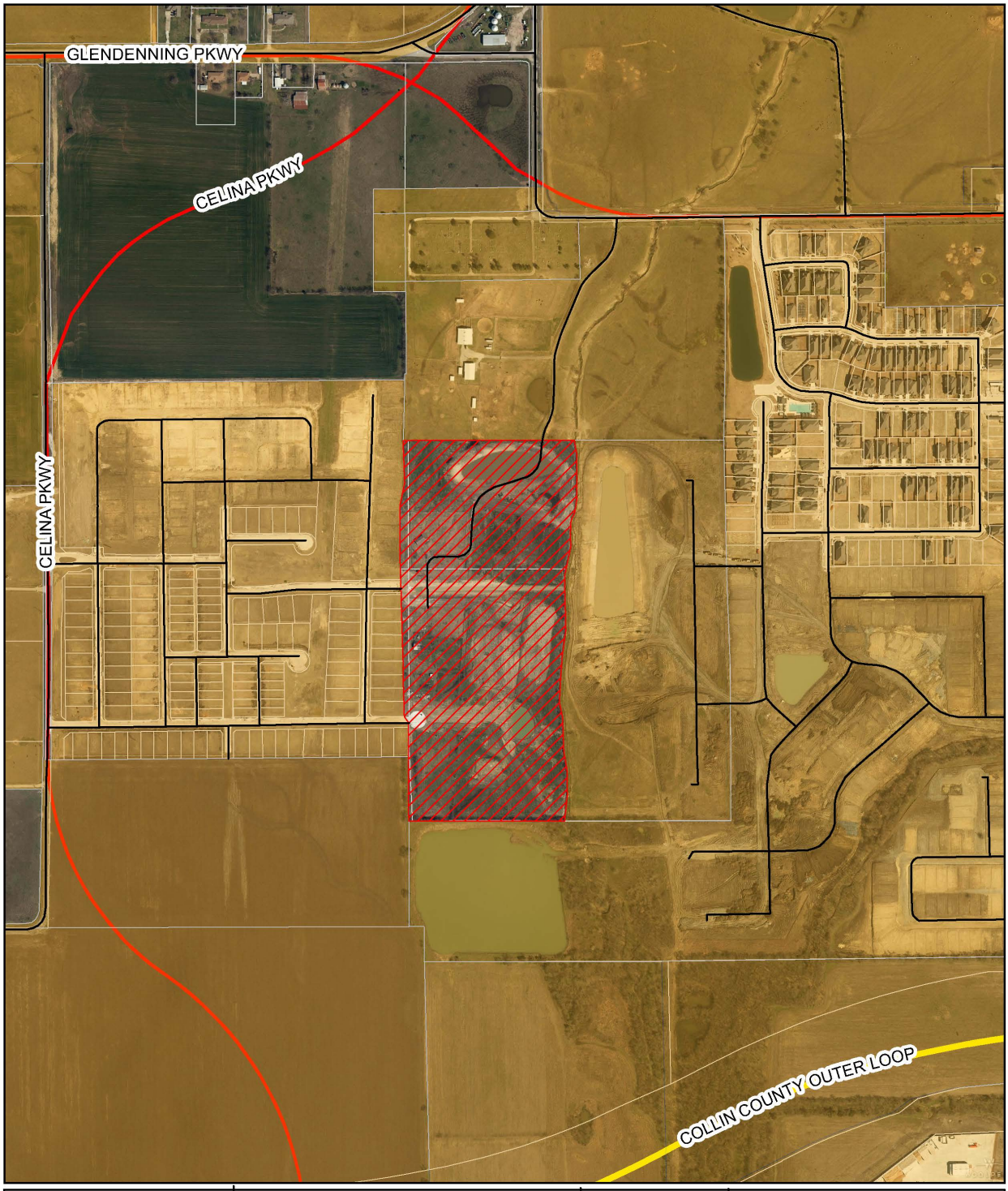
S 06°28'44" W, 119.62 FEET TO THE SOUTH LINE OF SAID CELINA TRACT 52 RECORDED IN IN INSTRUMENT NUMBER 20180131000124590;

THENCE N 89°45'48" W, 357.44 FEET DEPARTING SAID CREEK;

THENCE S 89°41'23" W, 353.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,285,658 SQUARE FEET OR 29.515 ACRES OF LAND.

"THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

Exhibit B
Depiction of Property



CELINA TEXAS
Life Connected.

Location Map
Greenway PD Zoning

Date: 10/5/2020

Legend
- Roads
- SubjectProperty
- City Limits
- Parcels

N W E S

0 425 850 Feet

Attachment: Draft Ordinance (Greenway East – PD Zoning)

Exhibit C
Concept Plan (Tract 2)

Attachment: Draft Ordinance (Greenway East – PD Zoning)

Exhibit D
Open Space Exhibit (Tract 2)

Attachment: Draft Ordinance (Greenway East – PD Zoning)

Exhibit E
Development Regulations

PROJECT LOCATION

The property is located just southeast of the intersection of two major arterial roads. This proposed Planned Development offers greater flexibility in Single Family detached development. This Planned Development will provide:

- Increased amount of single family development with an expanded range of housing choices through a diversity of lot sizes ranging from 40-60 feet in width.
- Open space and mews (a row or group of houses built adjacent or around an open space or yard maintained by the HOA) to promote neighborhood community interaction and other physical assets as amenities. Mews shall be minimum twenty-five feet (25') in width and maximum three hundred feet (300') in length.
- Internal sidewalks will be five feet (5') wide to allow two people to walk side by side.
- A twelve foot (12') wide walking trail with at least six (6) benches near streets and trail.
- Mailboxes faced away from the road, but have twelve foot (12') sidewalk or flagstone from road to cluster boxes.

PROPOSED CONDITIONS

PROPOSED LAND USES

The proposed development is in accordance with the City of Celina Comprehensive Plan dated April, 2013 by increasing Suburban Moderate-High Residential (Suburban Mix) land use category. The following land uses are proposed:

- Base zoning district SF-R
- Suburban Moderate-High Residential (Suburban Mix)
    - Single family detached dwellings with varying lot sizes with a minimum of 4,000 SF.
- Open Space/Park Space
- Amusement and Recreation Services

PROPOSED THOROUGHFARES/ACCESS

The proposed development will utilize the existing Master Thoroughfare Plan Amended October 2017. In addition to the designating Rights of Way according to the Master Thoroughfare Plan, a divided subdivision entrance will be utilized for internal traffic circulation, and street stubs to adjacent property for future connectivity.

CONCEPT PLAN

The Concept Plan locates the proposed land uses outlined within the Property. All land uses shall conform to the SF-R Regulations as they exist at the time of development. The proposed development should have unified and consistent design elements and provide an integrated development that follows the Comprehensive Plan dated April 2013 and compliments the City of Celina.

Attachment: Draft Ordinance (Greenway East – PD Zoning)

DEVELOPMENT REGULATIONS

Tracts

Single Family Residential District the intent is to allow a mixture of single-family lot sizes provided that the overall density within such SF area shall not exceed five (5) units to the gross acre or 465 lots (on all tracts). For single family lots, the permitted and conditional uses, as well as the regulations, under Section 14.03.008 of the City of Celina's zoning ordinance shall apply, except as set forth herein, and further defined as Lot Types 1, 2, and 3 below.

SINGLE-FAMILY

PERMISSIBLE USES

The following uses shall be allowed:

1. Agricultural Uses – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries.
2. Residential Uses: Single-family detached dwellings
3. Community Facility Uses
   - A. Public and private parks;
   - B. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries;
   - C. Amenity centers.
4. Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage.
5. Manufactured and/or modular homes are prohibited in this PD district.

RESIDENTIAL DESIGN GUIDELINES

I. Lot Type Regulations

The PD District will include a variety of lot types in order to achieve the goals established for the district. The lot types and requirements for each shall be as follows:

A. Lot Type 1:

1. Purpose: This lot type is designed to allow single-family detached dwellings on lots of not less than four thousand (4,000) square feet, together with the allowed incidental and accessory uses.
2. Height Regulations: No building shall exceed forty-five feet (45') or two and one-half (2-1/2) stories in height to the highest point of its roof.
3. Lot Mix Regulations: There shall be a maximum of 169 lots in the district that are Lot Type 1 (on all tracts).
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	Four thousand (4,000) square feet.
Lot Coverage:	The maximum Lot Coverage shall not exceed sixty-five percent (65%) excluding flatwork, i.e. sidewalks and driveways.

Attachment: Draft Ordinance (Greenway East – PD Zoning)

Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be fifteen hundred (1,500) square feet.
Front Yard:	Fifteen feet (15') setback line when garage doors face the alley. Covered Front Porches may extend over the front building setback line up to five feet (5'). Key lots shall have two (2) front yards.
Rear Yard:	Twelve feet (12') minimum main building for rear alley lots. Twenty feet (20') minimum garage setback measured from the Right of Way (ROW). This setback, coupled with the alley parkway, shall ensure that the alleys are passable at all times.
Side Yard:	Five feet (5') minimum. Fifteen feet (15') minimum when adjacent to street.
Lot Width:	Forty feet typical (40') at building line; thirty-five feet (35') minimum (@ right-of-way) on cul-de-sac and knuckle lots. Lot frontage along alleys shall be fifteen feet (15') minimum.
Lot Depth:	One hundred feet (100') minimum. Eighty-five feet (85') minimum on cul-de-sac and knuckle lots.
Garage Orientation:	Shall face the alley with twenty feet (20') minimum setback.

B. Lot Type 2:

1. Purpose: This lot type is designed to allow single-family detached dwellings on lots of not less than five thousand (5,000) square feet, together with the allowed incidental and accessory uses.
2. Height Regulations: No building shall exceed forty-five feet (45') or two and one-half (2-1/2) stories in height to the highest point of its roof.
3. Lot Mix Regulations: There is no maximum or minimum of lots that are Lot Type 2 in the district (on all tracts).
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	Five thousand (5,000) square feet.
Lot Coverage:	The maximum Lot Coverage shall not exceed sixty-five percent (65%) excluding flatwork, i.e. sidewalks and driveways.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be fifteen hundred (1,500) square feet.
Front Yard:	Fifteen feet (15') setback line when garage doors face the alley. Covered Front Porches may extend over the front building setback line up to five feet (5'). Key lots shall have two (2) front yards.
Rear Yard:	Twelve feet (12') minimum main building for rear alley lots. Twenty feet (20') minimum garage setback measured from the Right of Way (ROW). This setback, coupled with the alley parkway, shall ensure that the alleys are passable at all times.
Side Yard:	Five feet (5') minimum. Fifteen feet (15') minimum when adjacent to street.

Lot Width:	Fifty feet typical (50') at building line; forty feet (40') minimum (@ right-of-way) on cul-de-sac and knuckle lots. Lot frontage along alleys shall be fifteen feet (15') minimum.
Lot Depth:	One hundred feet (100') minimum. Eighty-five feet (85') minimum on cul-de-sac and knuckle lots.
Garage Orientation:	Shall face the alley with twenty feet (20') minimum setback.

C. Lot Type 3:

1. Purpose: This lot type is designed to allow single-family detached dwellings on lots of not less than six thousand six hundred (6,600) square feet, together with the allowed incidental and accessory uses.
2. Height Regulations: No building shall exceed forty-five feet (45') or two and one-half (2-1/2) stories in height to the highest point of its roof.
3. Lot Mix Regulations: There must be at least 163 in the district that are Lot Type 3 (on all tracts).
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	Six thousand six hundred (6,600) square feet.
Lot Coverage:	The maximum Lot Coverage shall not exceed sixty-five percent (65%) excluding flatwork, i.e. sidewalks and driveways.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be eighteen hundred (1,800) square feet.
Front Yard:	Twenty feet (20') setback line in all instances, however, covered Front Porches may extend over the front building setback line up to five feet (5'), but the garage door must remain at or behind the main structure. Key lots have two (2) front yards.
Rear Yard:	Ten feet (10') minimum.
Side Yard:	Five feet (5') minimum. Fifteen feet (15') minimum when adjacent to street.
Lot Width:	Sixty feet typical (60') at building line; twenty feet (20') minimum (@ right-of-way) on cul-de-sac lots and knuckle lots, flag lots are allowed.
Lot Depth:	One hundred ten feet (110') minimum. Eighty-five feet (85') minimum on cul-de-sac lots.
Garage Orientation:	May face the street. Front facing garages must be flush or setback to align with the front façade of the house. J-Swing garages are allowed. J-Swing garages can encroach the front setback up to five feet (5').

CONDITIONAL USES

Uses allowed as conditional uses in the SF-R District as outlined in the City of Celina Zoning Ordinance, as amended.

DISTRICT REGULATIONS

It is the intent of this Ordinance that all uses permitted by the Planned Development conform to the applicable City of Celina development guidelines as they exist at the time of development.

Attachment: Draft Ordinance (Greenway East – PD Zoning)

OTHER DEVELOPMENT REGULATIONS

HOMEOWNERS/PROPERTY OWNERS ASSOCIATION

Homeowner Association(s) will be established as each residential or nonresidential parcel of land is developed. The PD shall contain one or multiple Homeowner/Property Owner Association(s).

OPEN SPACE

The PD will dedicate one acre of open space for every 75 dwelling units. A minimum of 2.0 acres shall be non-floodplain open space (in all tracts). The remaining open space acreage may consist of any pervious areas including publicly accessible detention/drainage facilities (wet ponds included), natural open space areas including floodplain, open spaces with easements passing through, open spaces with walking, hiking, and/or bike trails, and public or private parks. Any detention/drainage areas counted toward the open space requirement shall be landscaped and amenitized with benches and sidewalks on a minimum of three (3) sides. The Open Space and mews shall be owned and maintained by the Homeowner Association. Trees shall be allowed in side yards on mew lots. The amenities may include, but are not limited to; community pool, restrooms, playground/children's playscape, hike and bike trail, and landscaped open areas.

CONCEPT PLAN

The Concept Plan attached hereto, and incorporated herein by references, demonstrates locations and relationships of the uses permitted under this PD. Because of anticipated development dynamics, it is anticipated that the overall Concept Plan will change from time to time.

An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures, except the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development to adjacent property, the uses permitted, increase the density, building height, coverage of site, off street parking ratio, or area regulations as indicated on the approved concept plan.

SCREENING & LANDSCAPE BUFFERS

Screening shall be required for lots adjacent to County Road 52 (Celina Parkway). Screening (8' board on board fence) shall be required for lots adjacent to the entrance street as well as lots backing the cemetery property. Black metal tubular fence shall be required on lots adjacent to or backing on open spaces. Landscape buffers shall be required for all lots adjacent to the entrance road and County Road 52 (CR 52). The landscape buffer shall be ten feet (10') in width along the entrance road. The landscape buffer shall be thirty feet (30') along CR 52 with a meandering ten-foot (10') sidewalk in width along CR 52.

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:	November 10, 2020
Re:	Greenway East Remainder - Zoning

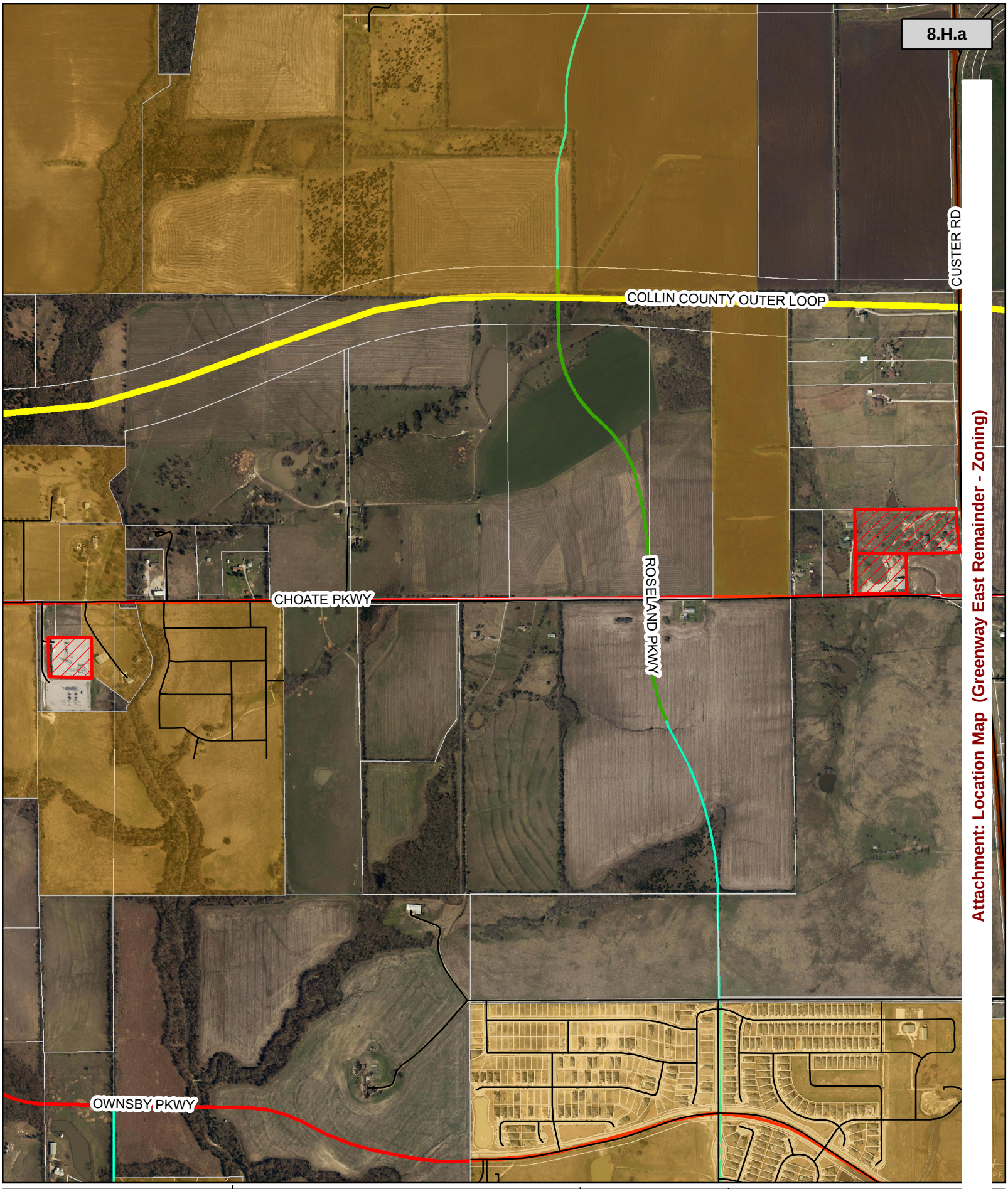
Action Requested:
The Celina City Council will conduct a public hearing to consider and act upon an ordinance amending the Comprehensive Zoning Ordinance, by zoning approximately 15 acre tracts of land to Agricultural District (AG), generally located on the north and south sides of Choate Parkway, west of Custer Road, and east of Coit Road. (Greenway East 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.



Attachment: Location Map (Greenway East Remainder - Zoning)

CELINA TEXAS EST. 1876
Life Connected.

Potential Annexations

Date: 11/4/2020

Legend

- Potential Annexations
- Roads
- City Limits
- Parcels

N W E S

0 Feet

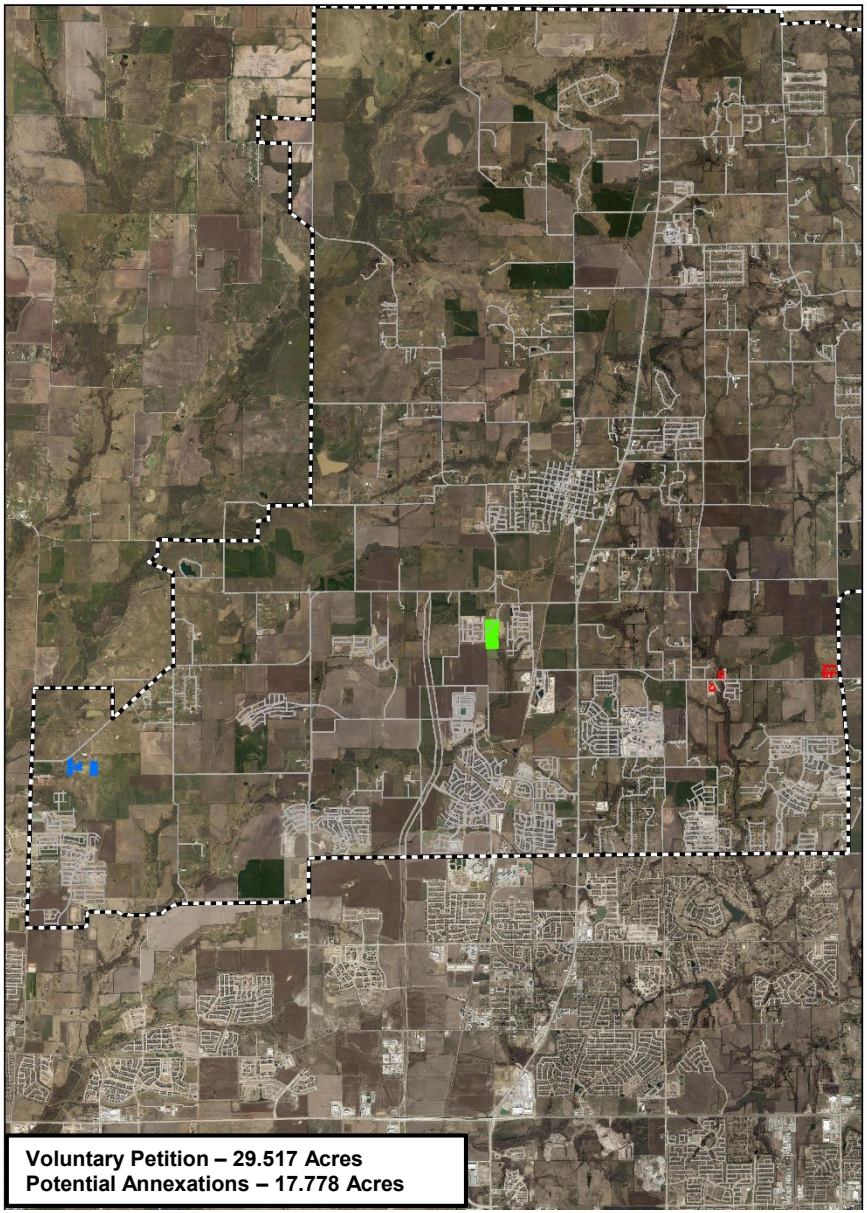
Greenway East Remainder

Zoning

City Council

November 10, 2020

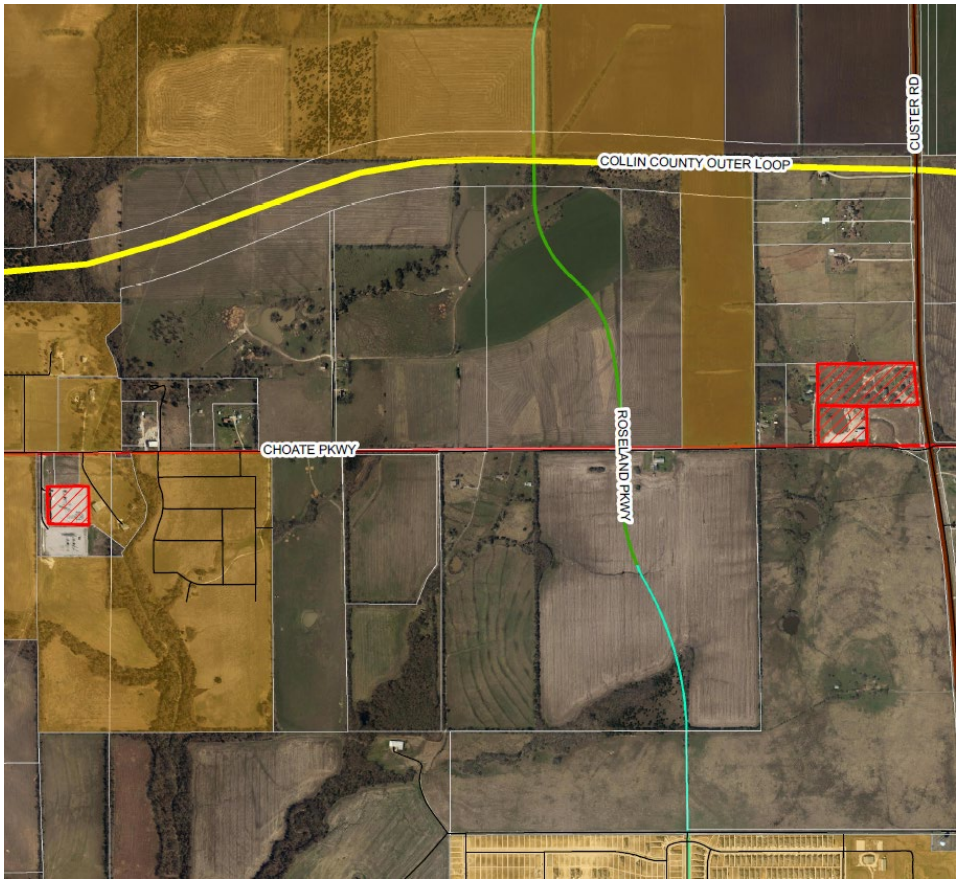
Attachment: Staff Presentation (Greenway East Remainder - Zoning)



Annexation Map

Legend

- Ultimate Boundary
- Roads
- Voluntary Petition
- Potential Annexations
- Deferrals Signed



Location Map

The subject properties are generally located on the north and south sides of Choate Parkway, west of Custer Road, and east of Coit Road

Attachment: Staff Presentation (Greenway East Remainder - Zoning)

Background

- The properties are approximately 15 acres within the Extraterritorial Jurisdiction (ETJ)
- The properties are associated with the Greenway East 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 zoning change will be considered by City Council concurrently with the associated annexation in November
- The property owners may in the future request the City to consider another zoning district

Attachment: Staff Presentation (Greenway East Remainder - Zoning)

Recommendation

- The Planning & Zoning Commission recommended approval of the zoning request at its October 20th regular meeting with a 5-1 vote
- Staff recommends approval of the Zoning as presented

Attachment: Staff Presentation (Greenway East Remainder - Zoning)

CITY OF CELINA, TEXAS

ORDINANCE 2020-____
GREENWAY EAST 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 15 ACRE TRACTS OF LAND GENERALLY LOCATED WEST OF CUSTER ROAD, EAST OF COIT RAOD, AND NORTH AND SOUTH OF CHOATE PARKWAY, 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

Attachment: Draft Ordinance (Greenway East Remainder - Zoning)

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

Attachment: Draft Ordinance (Greenway East Remainder - Zoning)

Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

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

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

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

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

Attachment: Draft Ordinance (Greenway East Remainder - Zoning)

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 10th day of November, 2020.

_____
Sean Terry, Mayor
City of Celina, Texas

ATTEST:

_____
Vicki Tarrant, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

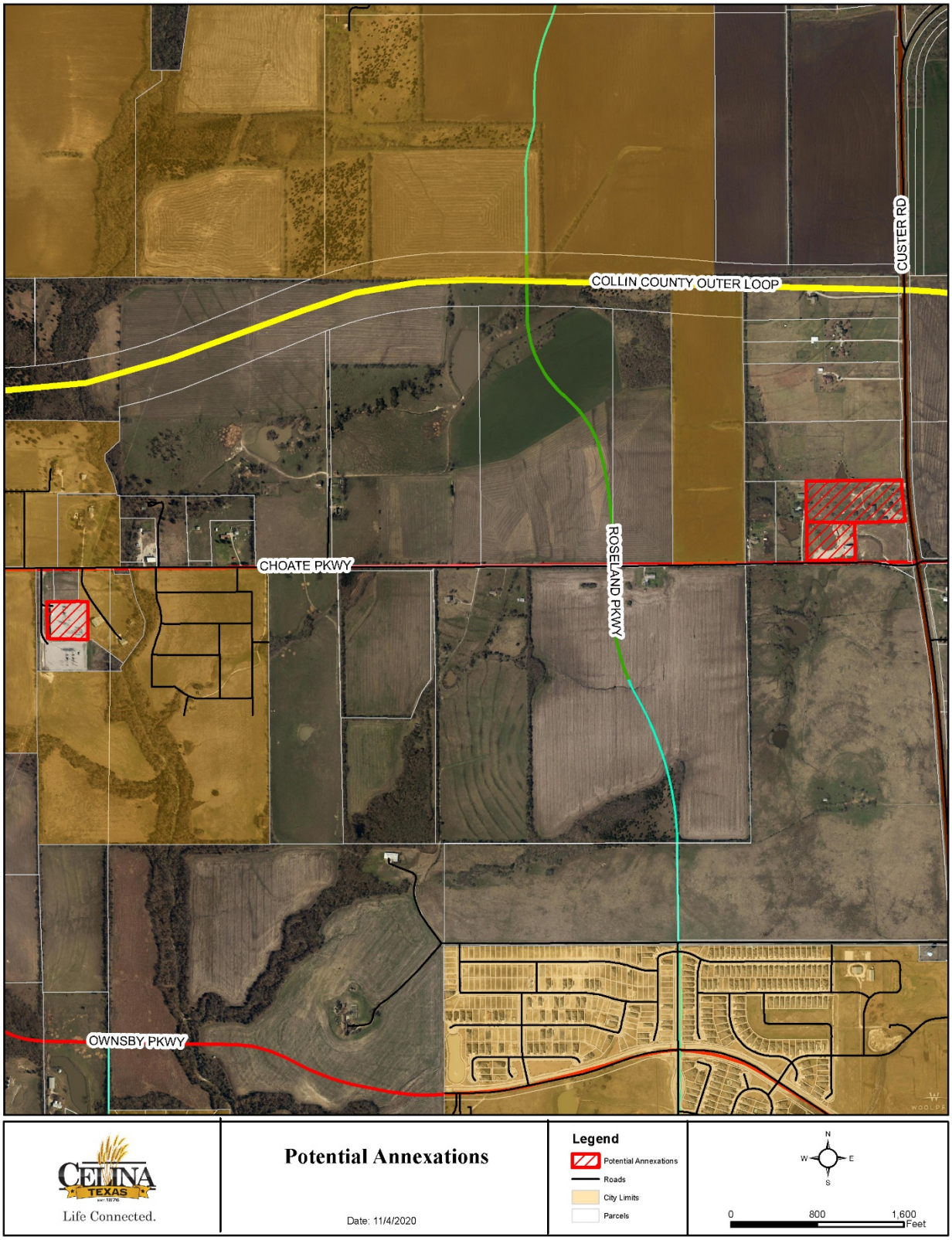
_____
City Attorney
City of Celina, Texas

Attachment: Draft Ordinance (Greenway East Remainder - Zoning)

Exhibit A
Legal Description

1) Collin CAD Property ID 2510786, being an approximate 8.00 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey, Tract 64; generally located west of Custer Road and approximately 400 feet north of Choate Parkway,
2) Collin CAD Property ID 2616659, being an approximate 3.594 acre tract of land in Collin County, Texas, legally described as Abstract No. 945 in the Coleman Watson Survey (Raelene Addition); generally located north of Choate Parkway and approximately 550 feet west of Custer Road,
3) Collin CAD Property ID 2617829, being an approximate 2.954 acre tract of land in Collin County, Texas, legally described as Abstract No. 1030 in the Jonathan Westover Survey, Tract 6; generally located approximately 300 feet south of Choate Parkway and approximately 1,300 feet east of County Road 86, and

EXHIBIT B
Property Exhibit



Attachment: Draft Ordinance (Greenway East Remainder - Zoning)

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
CC:	Jason Laumer, City Manager
Date:	November 10, 2020
Re:	ILA with Collin County for Bonfire Land Acquisition

Action Requested:
Consider and act to authorize the City Manager to an ILA between the City of Celina and Collin County for the award of $1,500,000 Park Grant to be used to purchase 187.44 acres of park property (Brawner)

Background Information:
The City of Celina 2020 Parks and Recreation Master Plan identified several goals related to park land acquisition. Goal 4 was to "Utilize parks to preserve open space and protect creek corridors". In addition, the Master Plan stated that regional parks are typically formed around a substantial natural preserve and the Action Plan associated with the Parks Master Plan expressed the desire to purchase ~100 acres of new parkland by 2024.

In November 2019, the City of Celina received a $1 million dollar grant from Collin County to purchase 53 acres of park land on CR 132 for a future park from the 2018 Collin County Park Grant. In June 2020, the City of Celina passed a resolution authorizing staff to apply for the second round of park grants from the 2018 Collin County Park Grant. On November 2, 2020, Collin County Commissioners awarded the City of Celina another $1.5 million to purchase additional park land.

Bonfire Properties Inc has agreed to allow the city to purchase 187.44 acres of land for a future park. The land will be comprised of approximately 55 acres of usable ball field space and approximately and approximately 132 acres of natural space with ponds, heavy tree coverage and future trails which meets the Parks Master Plan goal of preserving open space and protecting creek corridors. The County's grant $1.5 million will be used to help fund this land purchase.

Board Review/Citizen Input:
N/A

Alternatives:
Council can decide not to execute the agreement between Collin County and the City of Celina.

Financial Considerations:
The City will use bond funds to match the County's contribution.

Legal Review:
This agreement has been reviewed by the City Attorney.

Supporting Documents:
- Proposed interlocal agreement
- Commissioner's Court Award notice
- Location map
- images

Staff Recommendation:
Staff recommends approval.

2018 Bond Parks/Open Space
Project Funding Assistance Program
2nd Series - 2020

	Applicant / Project Title / Description	Contact Person / Phone Number	Total Project Cost	Requested Amount	RECOMMEND	Project Code	Comments
1	**Myer's Park and Event Center** Fence repair, replace and paint	Judy Moody 972-548-4792	$60,000.00	$60,000.00	**$60,000.00**	**OI0718PG07** **OI18PG07**	2007 Funding $55,200 2018 Funding $4,800
2	**Heard Natural Science Museum & Wildlife Sanctuary** Animal Exhibit Trail Upgarde existing decomposed granite trail to concrete	Sy Shahid 972-562-5566	$40,000.00	$20,000.00	**$16,000.00**	**OI18PG08**	
3	**City of Allen** Stephen G Terrell Community Park Trails Construct the Rowlett Creek trail segments with the Stephen G Terrell Community Park	Kelly McGinnis 214-509-4722	$759,700.00	$379,200.00	**$379,200.00**	**OI18PG09**	
4	**City of Anna** Downtown Slayter Creek Park Trail Extension Design, Construction of 8' wide trail approx .30 miles	Marc Marchand 972-924-3325	$78,000.00	$39,000.00	**$0.00**		Project not yet designed; were seeking construction elements
5	**City of Anna** Phase I Slayter Creek Park and Natural Springs Park Connection Design, Construction of 8' wide trail approx .40 miles	Marc Marchand 972-924-3325	$104,000.00	$52,000.00	**$0.00**		Project not yet designed; were seeking construction elements
6	**City of Anna** Phase 2 Slayter Creek Park and Natural Springs Park Connection Design, Construction of 8' wide trail approx .70 miles	Marc Marchand 972-924-3325	$182,000.00	$91,000.00	**$0.00**		Project not yet designed; were seeking construction elements
7	**City of Anna** Phase 1 (Option A) Pecan Grove Park Trail Extension Design, Construction of 8' wide trail approx 1.35 miles	Marc Marchand 972-924-3325	$351,000.00	$175,500.00	**$0.00**		Project not yet designed; were seeking construction elements
8	**City of Anna** Phase 1 (Option B) Pecan Grove Park Trail Extension Design, Construction of 8' wide trail approx 1.60 miles	Marc Marchand 972-924-3325	$416,000.00	$208,000.00	**$0.00**		Project not yet designed; were seeking construction elements
9	**City of Celina** Bonfire Properties Acquisition Project Land Purchase 189.18 acres	Andy Glasgow 972-382-2682	$5,300,000.00	$2,000,000.00	**$1,500,000.00**	**OI18PG10**	
10	**City of Frisco** Parvin Branch Trail Connector Hike/Bike trail underneath Preston Rd/SH289	Brennon Peltier 972-292-6514	$351,255.00	$175,627.50	**$100,000.00**	**OI18PG11**	funding items 7, 8, 9
11	**City of McKinney** Old Settler's Park Renovation Splash pad (equipment, surfacing, and drainage)	Michael Kowski 972-547-7480	$12,500,000.00	$1,000,000.00	**$0.00**		Board not in favor of project elements
12	**City of Plano** Preston Ridge Trail Connector Recreational trail connector from Preston Ridge Trail to Tradition Trail	Lance Knox 972-941-7819	$549,637.82	$227,252.00	**$200,000.00**	**OI07PG105**	2007 Funding
13	**City of Princeton** Princeton Crossroads Municipal Park Phase I Restroom facility, Shade Structure, Sidewalk, Planting & Irrigation	Chase Bryant 469-704-5646	$2,499,486.00	$1,000,000.00	**$0.00**		Board not in favor of project elements
14	**Town of Prosper** Hays Park Capital Improvements Project Pavilion, playground, decomposed granite walking trail; playground	Paul Naughton 972-569-1163	$350,137.50	$175,000.00	**$0.00**		Neighborhood Park
15	**City of Richardson** Spring Creek Nature Area Wayfinding Sign Project Design, fabrication, installation of custom wayfinding signage	Kurt Beilharz 972-744-4307	$70,000.00	$35,000.00	**$0.00**		Project is for signage; board not in favor of project elements
	Totals		**$23,611,216.32**	**$5,637,579.50**	**$2,255,200.00**		
					$2,000,000.00		
				balance	**-$255,200.00**		

Approved
Court Order

Attachment: 49353_49353_2nd Series - recommended (2020) (ILA between the City of Celina & Collin for

CELINA TEXAS EST. 1876
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Bonfire Properties LP
Total Acres: 187.44

Date: 11/2/2020

Legend

- Roads
- Bonfire Properties LP
- Parcels

N W E S

0 625 1,250 Feet

Attachment: BonfireProperties_LocationMap (ILA between the City of Celina & Collin for Park Land)

INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY
AND THE
CITY OF CELINA

WHEREAS, the County of Collin, Texas ("County") and the City of Celina ("City") desire to enter into an Agreement concerning the acquisition of land in the City of Celina's Extra Territorial Jurisdiction (ETJ), Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the land acquisition may be performed most economically by implementing this Agreement; and

WHEREAS, the City and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all County residents; and

WHEREAS, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan;

NOW, THEREFORE, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange to purchase land located on the west side of State Highway 289 (Preston Road) described as the 2020 Bonfire Properties Acquisition Project, hereinafter called the "Project". The Project shall consist of the acquisition of property identified in Exhibit "A".

ARTICLE II.

The City shall prepare and execute all documents necessary to purchase land and in such activities, shall comply with all state statutory requirements. The City shall supply the County with a copy of the executed documents. Changes to the project which alter the initial funding request referenced in Exhibit "A" must be reviewed by The Parks Foundation Advisory Board and approved by Commissioners Court.

ARTICLE III.

The City will not expend funds to acquire easements or real property for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of land identified for purchase to be $5,300,000.00. The County agrees to fund a portion of the purchase price in an amount not to exceed **$1,500,000.00** as shown on Exhibit "A". The County shall remit payment to the City for land purchases after closing. The City shall provide the County a copy of contracts and closing documents indicating the final purchase price and a copy of the deed(s) showing the City received ownership of such land.

ARTICLE V.

Collin County's participation in this project shall not exceed $1,500,000.00 as indicated in Article IV above. The City shall be responsible for any costs, which exceed the total estimated project cost.

ARTICLE VI.

The City shall also provide **quarterly progress reports** in electronic format to the contact identified on Exhibit "A". Following completion of the project, the City shall provide **an itemized final accounting of expenditures** including the City's match, in-kind services or donations for the project. All projects for which the County has provided funds through its 2018 Parks and Open Space Bond Program must remain open and accessible to all County residents. Upon development of the property, the City shall install a **project sign** identifying the project as being partially funded by the Collin County 2018 Parks and Open Space Bond Program.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party. The City acknowledges that the County's source of funding for the property acquisition is 2018 Parks and Open Space Bonds. The City further acknowledges that property acquired with these funds must be utilized for Parks and Open Space purposes and be available for use by all county citizens.

Attachment: ILA_City of Celina 2020 Land Acquisition revised (ILA between the City of Celina & Collin for Park Land)

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgements and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

Attachment: ILA_City of Celina 2020 Land Acquisition revised (ILA between the City of Celina & Collin for Park Land)

ARTICLE XIV.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project.

ARTICLE XV.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

APPROVED AS TO FORM:

By:_____
Name:_____
Title:_____
Date:_____

COUNTY OF COLLIN, TEXAS

By:_____
Name: Chris Hill
Title: County Judge
Date:_____
Executed on this ____ day of_____, 20 __, by the County of Collin, pursuant to Commissioners' Court Order No._____.

ATTEST:

By:_____
Name:
Title:
Date:_____

CITY OF CELINA

By:_____
Name:
Title:
Date:_____
Executed on behalf of the City of Celina pursuant to City Council Resolution No._____

APPROVED AS TO FORM:

By:_____
Name:
Title:
Date:_____

EXHIBIT "A"

The County will provide funding assistance for the following:

- Approximately 187.44 acres of land depicted on Exhibit "B" (Attached)

Total funding **$1,500,000.00**

Contact Information

Request for reimbursement submitted to:

Collin County Engineering
Tracy Homfeld
4690 Community Avenue, Suite 200
McKinney, Texas 75071
972-548-3733

Submission of electronic photos and quarterly reports:

Tracy Homfeld
thomfeld@collincountytx.gov

Project Manager Contact: (must be able to answer specific questions regarding project)

Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Email:_____

Attachment: ILA_City of Celina 2020 Land Acquisition revised (ILA between the City of Celina & Collin for Park Land)

Pg. 62

A

Pg. 62

A

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Finance Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Jason Laumer, City Manager
Date:	November 10, 2020
Re:	Budget Amendment FY2020 - 2021

Action Requested:
Consider and act upon an ordinance of the City of Celina, Texas amending ordinance 2020-77 which adopted and approved the budget for fiscal year beginning October 1, 2020 and ending September 30, 2021, and make appropriations for each department, project and account, by adopting an amended 2020-2021 budget for the City of Celina, Texas, reallocating funds between accounts, attached hereto and incorporated into this ordinance. (Bromiley)

Background Information:
A FY2021 budget amendment is requested for the Park Fees Fund (109) operating budget to cover the ILA with Collin County provided in the previous agenda item (A).The amendment includes the grant revenue receipt and expenditures related to the purchase of the 187.44 acres of land for a future park.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:
The land purchase is being partially funded by an ILA between the City of Celina and Collin County for the award of a $1,500,000 Park Grant. Other funding for the Park land purchase will come from park fees collected and bond proceeds.

Legal Review:

Supporting Documents:
Ordinance Amending Budget
Exhibit A

Staff Recommendation:

Approval

CITY OF CELINA, TEXAS
ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2020-77, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2020-2021 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT "A", ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2020-2021, heretofore previously adopted by Ordinance 2020-77; and

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

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

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

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

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

SECTION 2. The City's budget for the fiscal year ending September 30, 2021, heretofore previously adopted by Ordinance 2020-77 duly enacted by the City Council of the City of Celina on the 8th day of September, 2020, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

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

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

Attachment: 2020-xx Amend Budget ordinance November 2020 (Budget Amendment November 2020 FY 21)

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

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

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

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

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 10th day of November, 2020.

_____
Sean Terry, Mayor

ATTEST:

_____
Vicki Tarrant, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

Attachment: 2020-xx Amend Budget ordinance November 2020 (Budget Amendment November 2020 FY 21)

Exhibit A

Meeting date: October 13, 2020
FY2021 Budget Amendment Detail

BUDGET AMENDMENT					
				Budget Change #	
Account #	**Account Name**	**Description**	**Approved Budget**	**Adjustment**	**Updated Budget**
Revenue Adjustment					
109-400-000-4520	Collin County Park Grant	$1.5 million Collin County Park Grant for park land purchase of 189.18 acres		(1,500,000.00)	(1,500,000.00)
Expenditure Adjustment					
109-113-000-8600	Land Acquisition	Land purchase of 189.18 acres for park land		2,800,000.00	2,800,000.00
				1,300,000.00	1,300,000.00
Description					
Budget Amendment Ordinance 11/10/2020					
Created By		Date		Yes	No
Robin Bromiley		11/10/2020			
Reviewed By		Date		Approved by Council	
Entered By		Date		Date	

Attachment: 2020-xx Amend Budget ordinance November 2020 (Budget Amendment November 2020 FY

Life Connected.

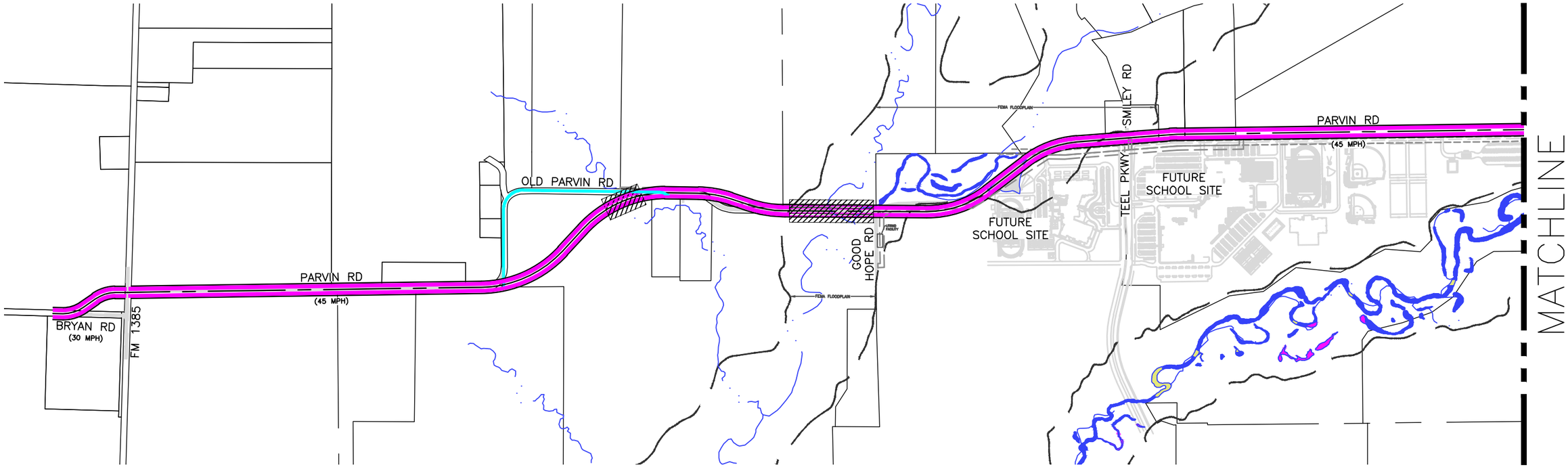
Engineering
City of Celina, Texas

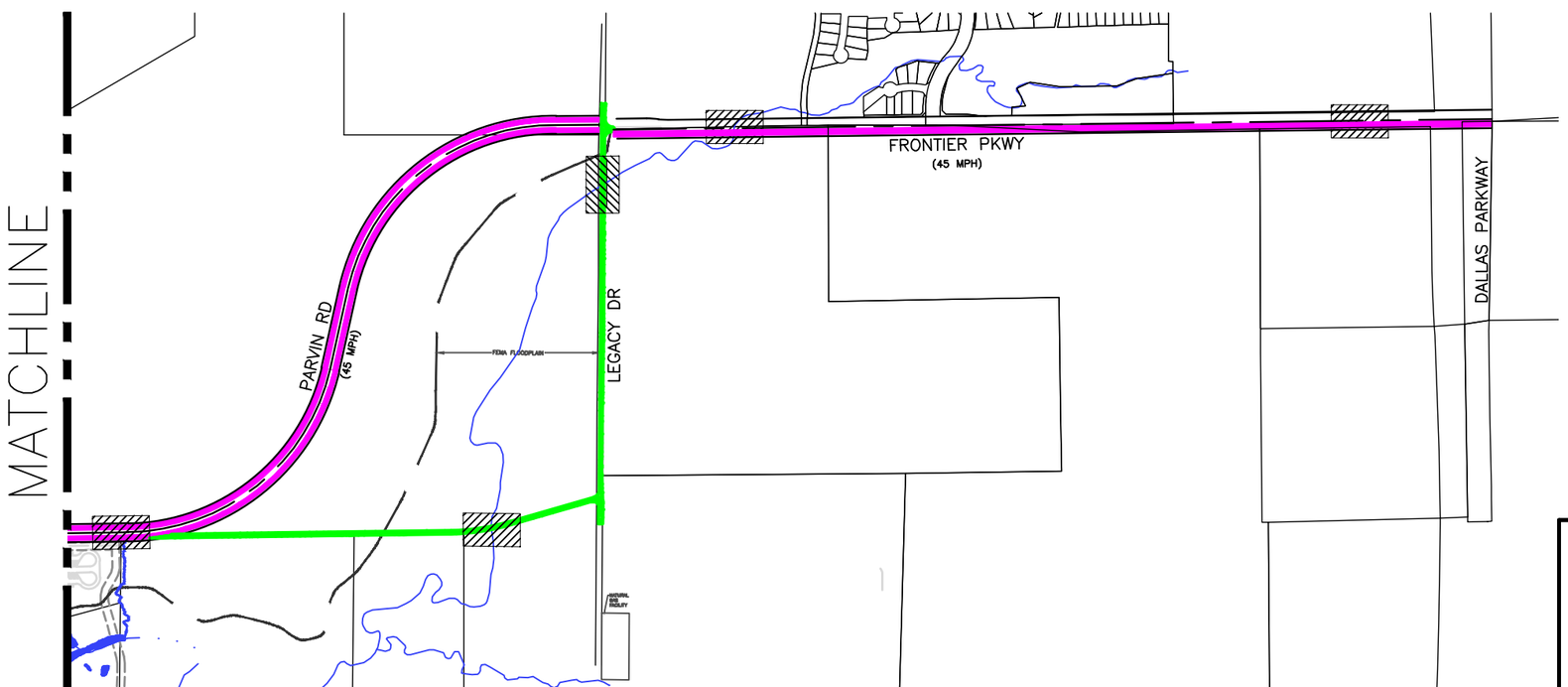
Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Executive Director of Public Services
Date: November 10, 2020
Re:

Action Requested:
Consider and act upon an Interlocal Agreement between Denton County, Town of Prosper, 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

PARVIN ROAD/FRONTIER PARKWAY
(APPROX. 25,570 LF ~ 4.84 MI)

CELINA TEXAS est.1876

CobbFendley
TBPE Firm Registration No. 274
TBPLS Firm Registration No. 100467
2601 Network Boulevard, Suite 800
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbfendley.com

1000 500 0 1000 2000
SCALE : 1" = 1000'

Attachment: 20190515_ParvinExhibit_COG (Interlocal with Prosper, Celina, Denton County)

THE STATE OF TEXAS §

§

COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, THE TOWN OF PROSPER, 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," the Town of Prosper, Texas, a duly incorporated municipality, hereinafter "the Town", and the City of Celina, Texas, a duly incorporated municipality, hereinafter "the City", the County, the Town, and the City are collectively referred to herein as "the Parties."

WHEREAS, the County, the Town, 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, the Town, 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, the Town, and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County, the Town, 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, the Town, and the City upon and for the mutual consideration stated herein:

Attachment: Prosper FINAL Celina-Prosper-Denton County Interlocal Agreement 11-02-20 (Interlocal with Prosper, Celina, Denton County)

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County, the Town, 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, the Town, 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).

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 Town of Prosper hereby agrees to contribute an amount which shall not exceed EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS ($800,000.00) toward satisfactory completion of the Project, provided that any and all funding is approved by formal action of the Town of Prosper Town Council.

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.

IV.

The Town and the City agree to provide all necessary design required for satisfactory completion of the Project.

V.

This exchange of in-kind services between the County, the Town, and the City is deemed

Attachment: Prosper FINAL Celina-Prosper-Denton County Interlocal Agreement 11-02-20 (Interlocal with Prosper, Celina, Denton County)

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.

Upon invoice by the City, the Town shall pay the City SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00) on November 1, 2021, and TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00) on November 1, 2022. The foregoing amounts reflect the Town's proportionate share of the costs for the Project.

In the event that this Agreement is terminated for any reason the Town shall reimburse the City for the Town's prorated share of costs that have been paid up to the time of termination.

VIII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's and City's representative below, the governing bodies of the Town and the City by the execution of and approval of this Agreement hereby approve of the expenditure of County money

Attachment: Prosper FINAL Celina-Prosper-Denton County Interlocal Agreement 11-02-20 (Interlocal with Prosper, Celina, Denton County)

to finance the schematic design and environmental impact study of Frontier Parkway/Parvin Road from FM 1385 to Dallas Parkway.

IX.

This Agreement may be terminated in whole or in part by the County, the Town, or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

X.

This Agreement represents the entire integrated agreement between the County, the Town, 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 Town: Harlan Jefferson
Town Manager
PO BOX 307
Prosper, TX 75078

Copy To: Hulon Webb, P.E.
Director of Engineering Services
PO BOX 307
Prosper, TX 75078

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

XI.

Attachment: Prosper FINAL Celina-Prosper-Denton County Interlocal Agreement 11-02-20 (Interlocal with Prosper, Celina, Denton County)

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.

XII.

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 Town.

XIII.

The Town and the City agree and understand that the Town and the City, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the County.

XIV.

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.

XV.

The Town agrees to accept full responsibility for the acts, negligence or omissions of all Town employees, agents, subcontractors or contract laborers doing work under a contract or agreement with the Town.

XVI.

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 Town.

XVII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County, the Town, 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.

Attachment: Prosper FINAL Celina-Prosper-Denton County Interlocal Agreement 11-02-20 (Interlocal with Prosper, Celina, Denton County)

XVIII.

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.

XIX.

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.

XX.

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 ___ day of November 13, 2020.

Attachment: Prosper FINAL Celina-Prosper-Denton County Interlocal Agreement 11-02-20 (Interlocal with Prosper, Celina, Denton County)

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

TOWN OF PROSPER

PO Box 307

Prosper, TX 75078

By: _____

Ray Smith

Mayor

ATTEST:

By: _____

Melissa Lee

Town Secretary

Attachment: Prosper FINAL Celina-Prosper-Denton County Interlocal Agreement 11-02-20 (Interlocal with Prosper, Celina, Denton County)

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

_____

Denton County Auditor

Attachment: Prosper FINAL Celina-Prosper-Denton County Interlocal Agreement 11-02-20 (Interlocal with Prosper, Celina, Denton County)

INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, THE TOWN OF PROSPER, 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 TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($2,200,000.00), whereby 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), hereby gives its specific written approval to the Project prior to beginning the Project in satisfaction of Texas Government Code §791.014. The Town of Prosper hereby agrees to contribute an amount which shall not exceed EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS ($800,000.00) toward satisfactory completion of the Project, provided that any and all funding is approved by formal action of the Town of Prosper Town Council. 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.

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 Town of Prosper, Texas, 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, the City of Celina, and the Town of Prosper, Texas.

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

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	November 10, 2020
Re:	Master Fee Chart Revision Ordinance

Action Requested:
Consider and act upon an ordinance amending the City's Code of Ordinances, Appendix A: Fee Schedule, providing a comprehensive fee authority update to enable the adoption of a master fee chart. (Master Fee Chart Revision Ordinance) (McAfee)

Background Information:
Refer to the attached documents for further information.

Legal Review:
This item has been reviewed by the City Attorney. The ordinance will be provided at the City Council meeting.

Supporting Documents:
- Staff Presentation
- Red-lined Fee Chart

Staff Recommendation:
Staff recommends approval.

Master Fee Chart

Annual Update

City Council

November 10, 2020

Attachment: Staff Presentation (Master Fee Chart Revision Ordinance)

Background

- The Master Fee Chart serves many departments, including Public Safety, Library, Parks, Utility Billing, Animals, Development Services, and others
- Best practice advises to routinely update the Master Fee Chart
- All proposed changes are within regional standard

Justification

- Remove duplicate and/or abandoned fees
- Monitor for improved cost recovery opportunities
- Better match regional standard
- Codify fees created by new ordinances or agreements (e.g. trash rates, carriages)
- Reflect changes in the market or State law
- Clarify internal policies (e.g. meters)
- General clean-up purposes

Proposed Fee Changes

- Decreasing permit fees for home owner projects, such as fences and accessory structures ($75 to $50 a permit)
- Increasing the penalty fee for excessive repeat plan reviews
- Adjusting the CO and Temporary CO fee structure
- Building permit fees:
  - Residential: $0.92 to $0.95 per sf
  - Commercial: $6.50 to $6.75 per sf

Attachment: Staff Presentation (Master Fee Chart Revision Ordinance)

Next Steps

Staff recommends approval of the accompanying ordinance as presented.

Attachment: Staff Presentation (Master Fee Chart Revision Ordinance)

CITY OF CELINA
MASTER FEE CHART

UPDATED NOVEMBER 10, 2020

CELINA
TEXAS
EST. 1876

Life Connected.

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Table of Contents

MISCELLANEOUS FEES 2
LIBRARY FEES 3
PARKS & RECREATION FEES 4
DEVELOPMENT SERVICES FEES 5
FIRE DEPARTMENT PERMIT / INSPECTION FEES 14
ALARM FEES 15
BUSINESS RELATED FEES 16
UTILITY RATES & CHARGES 16
WASTEWATER MONTHLY RATES AND CHARGES 20
Residential *20*
Commercial *21*
GARBAGE COLLECTION (RESIDENTIAL / SENIOR CITIZEN) + 8.25% SALES TAX . 22
COMMERCIAL RATE SCHEDULE 22
ROLL OFF RATE SCHEDULE (20, 30, 40 CUBIC YARD) 22
WATER & SEWER SERVICE CHARGES 22
METER FEES 23
RE-INSPECTION FEES 23
WATER/WASTEWATER CONNECTION FEES 23
MUNICIPAL DRAINAGE UTILITY SYSTEM FEES 25
RIGHT-OF-WAY MANAGEMENT FEES 26
EMS BILLING FEES 27

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

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

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Library Fees	
Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item is added to the borrower's record.	
Overdue books, audio books, music CDs and magazines	$0.25 per day
Overdue DVDs	$1.00 per day
Maximum Fine	Replacement cost of the item documented in the library database record
Replacement library card	$1.00
Damaged audio/visual cases	$3.00
Lost or damaged material	Replacement cost of the item documented in the library database record.
Copies and printing	$0.10 per page
Fax (sending and receiving)	$1.00 for first page and $0.50 for each additional page

MASTER FEE CHART

Parks & Recreation Fees

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

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

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

Pavilion (per four (4) hours)	
Less than 50 attendees	$50
51-100 attendees	$75
More than 100 attendees	$125
Downtown Event Center Wedding	$400 (+ $150 security deposit)

MASTER FEE CHART

Development Services Fees	
New 1 & 2 Family Dwellings	
Application	$50
Plan Review	$3~~00~~25 + $200 each additional review after 2
Revised plan review	$175
Building Permit Fee	$0.9~~2~~5 per square foot under roof
Certificate of Occupancy	$7~~6~~5 (Temp CO is $~~1~~200 each 10 days)
Building Fee	$75 per (plumbing, electrical, mechanical)
T-Pole	$50
Irrigation	$185
Fence	$75
Expired Permits	50% refund on permit fee prior to work beginning
Re-inspection Fee	$75 per failed inspection after 2nd failed inspection
Re-instated Permit Fee	25% (same plan) or 50% (revised) of original fee
Parkland Dedication Fee	1 acre each 50 lots (or $2 per sf of land of that acreage or appraisal)
Park Improvement Fee	$1,500 per unit~~lot~~
Building Activity Fee	$500 if / when applicable
Technology Fee	$500 if / when applicable
Outdoor Warning Device	$35 per unit (SF) / $10 per unit (MF)
Capital Recovery Fees	if / when applicable
Impact Fees (water, sewer, roadway)	See impact fee chart: varies per subdivision
Residential Remodels & Additions	
Application	$50
Plan Review	$100 + $100 each additional review after 2
Revised Plan Review	$~~100~~125
Building Permit Fee	$0.~~92~~ 65 per square foot under roof ($75.00 minimum)
Building Fee	$75 per (plumbing, electrical, mechanical)
Re-inspection Fee	$75 per failed inspection after 2nd failed inspection
Work Without Permit	Double Permit Fee

MASTER FEE CHART

Residential Building Permits - Mechanical, Electrical, Plumbing	
Building Permit Mechanical	$75
Building Permit Electrical	$75
Building Permit Plumbing	$75
Work Without Permit	Double Permit Fee

Residential Miscellaneous Permit	
After hours inspection	$80 per hour / 4 hour minimum
Demolition or Foundation Repair	$50 application + $100 permit
Curb cut / Driveway / Flatwork	$50 application + $100 permit
Fence	$50 application + $~~75~~ 50 permit
Solar Panel / Storm Shelter / Windows	$50 application + $100 permit
House Moving	$50 application + $400 permit
Irrigation	$50 application + $185 permit
Irrigation Repair	$75
Manufactured Home	$50 application + $100 permit + trades ($75. ea)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, etc.)	$50 application + $75 review + $200 permit
Pool / Spa	$50 application + $75 review + $200 permit
Refund policy	80% permit fee when no work has been done
Re-inspection Fee	$75
Retaining Wall	$50 application + $100 permit
Roof / Roof repair	$50 application + $100 permit
Simple Grading - single lot	$50 application + $ 75 permit
T-Pole	$50
Unauthorized Cover-up Fee	$100
Water well drilling	$50 application + $100 permit
Work Without Permit Fee	Double permit fee

MASTER FEE CHART

New Commercial & Multi-Family Dwellings	
Application	$150
Plan Review	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review.
Fourth (or more) Plan Review Fee	$1000 + $1,000 for each additional review round
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	$500
Commercial Building Permit Fee	Current ICC square foot construction costs table fee for appropriate construction type - (gross area X square foot construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit Fee	$0.85 per square foot under roof
Re-inspection Fee	$75 per failed inspection after 2nd failed inspection
Building Fee - Mechanical / Electrical / Plumbing	Square footage of bldg. floor area: separate fee in addition to: a. 1 - 3,000 square feet: $75 b. 3,001 - 10,000 square feet: $125. c. 10,000 - 100,000 square feet: $150. d. over 100,000 square feet: $175
Building Activity Fee	$500 (per wastewater connection)
Technology Fee	$50 (per Multi-Family Unit)
Parkland Dedication Fee	$500 per unit (when applicable)
Park Improvement Fee	$1,000 per unit (when applicable)
Certificate of Occupancy	$~~100~~250
Temporary CO	$3~~1~~00 every 10 business days (+ $0.10 per sf after 30 days)
Impact Fees (water, sewer, roadway)	See impact fee chart

MASTER FEE CHART

Finish-out & Miscellaneous Commercial / Multi-Family Permit Fees	
Application	$150
Plan Review	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Revised Plan Check Fee	50% of original plan review fee
Revised plan review	$175
Commercial Building Permit Fee	$6.75~~0~~ per $1,000 in value. Minimum $100.
Multi-Family Building Permit Fee	$0.37 per square foot
Minor Plan Revisions	$500
Building Fee – (M, E, P)	$5.00 per $1,000 in value. $75 minimum
Clean & show / meter release	$75
Demolition	$150 application + $100 permit
Commercial Pool	$150 application + $500 permit
Curb cut / driveway / flatwork	$150 application + $100 permit
Retaining wall / Screen wall / Fence	$150 application + $5.00 per $1,000 valuation ($100 minimum)
T-Pole	$75~~0~~
Unauthorized Cover-up	$100
Refund policy	80% permit fee when no work has been done
Re-inspection Fee	$75 per inspection
Work without permit Fee	Double permit fee
After hours inspection	$80 per hour / 4 hour minimum
Certificate of Occupancy	$100
Temporary CO	$~~1~~200 ~~+ $100 per additional 30~~every 10 business days
Temporary Trailer	$150 application + $200 permit + Trades

MASTER FEE CHART

Annual Contractor Registration	
Electrical Contractor	no charge - State law
General Contractor	$100
Irrigator Contractor	$100
Mechanical Contractor	$100
Plumbing Contractor	no charge - State law
Sign Contractor	$100
Utility Franchise Contractor	no charge
Work without Permit Fee	Double Permit Fee
Signs / Promotional Event Permits	
Wall Sign	$150 application + $50 permit + ($75 electrical)
Monument Sign	$150 application + $50 permit + ($75 electrical)
Banners	$50 permit (2 week period) ~~- allowed 3 times per year~~
~~Human Sign~~	~~$100 per day per person~~
Promotional Event	$50 permit + $50 food if applicable

MASTER FEE CHART

Site Development Fees (Civil Permit) – Alternative Process	
Application	$150
Plan Review - Private	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $~~85~~ 90 per lot 101 - 200 lots: $~~75~~ 80 per lot 201 - 300 lots: $~~65~~ 70 per lot Greater than 300 lots: $~~55~~ 60 per lot
Fourth (& more) Plan Review	$1,000 each
Landscape / Hardscape Plan Review	$5~~3~~00
Revised Plan Check Fee	50% of original plan review fee
Civil Permit Fee - Private	$6.50 per $1,000 in value. $100 minimum.
Civil Permit Fee - Public	3% of paving / site utility valuation
Engineering Permit Fees – Alternative Process	
Franchise / Utility companies	No Fee
Non-Franchise	$150 application + $75 permit
After-Hour Inspection	$80 per hour (4 hour minimum)
Floodplain Permit	$150 application + 3rd party review fee (if applicable) + 0 – 3 acres: $300 3.01 – 20 acres: $500 20+ acres: $1,000 + $10 per acre
Earthwork / Grading Permit	$150 application + 0 – 5 acres: $100 5.1 – 10 acres: $200 10+ acres: $500 + $10 per acre

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Site Development Fees (Civil Permit) – Chapter 212 Process	
Application	$300
Plan Review - Private	100% of building permit fee for projects valued at two million dollars or less, 50% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $1~~7~~80 per lot 101 - 200 lots: $1~~5~~60 per lot 201 - 300 lots: $14~~3~~0 per lot Greater than 300 lots: $12~~1~~0 per lot
Fourth (& more) Plan Review	$2,000 each
Landscape / Hardscape Plan Review	$~~6~~1,000
Revised Plan Check Fee	100% of original plan review fee
Civil Permit Fee - Private	$13.00 per $1,000 in value. $200 minimum.
Civil Permit Fee - Public	6% of paving / site utility valuation
Engineering Permit Fees – Chapter 212 Process	
Franchise / Utility companies	No Fee
Non-Franchise	$300 application + $150 permit
After-Hour Inspection	$160 per hour (4 hour minimum)
Floodplain Permit	$300 application + 3rd party review fee (if applicable) + 0 – 3 acres: $600 3.01 – 20 acres: $1,000 20+ acres: $2,000 + $20 per acre
Earthwork / Grading Permit	$300 application + 0 – 5 acres: $200 5.1 – 10 acres: $400 10+ acres: $1,000 + $20 per acre

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Planning & Zoning Fees	
Site Plan Review	$~~500~~750
Minor / Amending / Conveyance Plats	$400
Preliminary / Replat / Final Plats	$500 + $10 per lot
Chapter 212 Plat Process	$1,000 + $20 per lot
Plat Filing Fee	$150
Development Agreement (Minor)	$1,000
Development Agreement	$2,500
Development Agreement (Major)~~with PID~~	$5,000
Fourth (or more) Review Fee	$1000 + $1,000 for each additional review round
Annexations / PDs / Zoning Change	$750
Specific~~al~~ Use Permit	$500
Zoning Verification Letter	$15~~0~~0
Variance (BOA) / HPC	$~~25~~300
Zoning Signage	$3~~0~~50
Alley Abandonment	$300
Prints of Long-Range Plans	$30
Tree Removal	
Tree Removal Permit	$150 (+ mitigation – see Tree Valuation Schedule)
6” – 10” (DBH)	$600 x (multiplier)
11” – 20” (DBH)	$1,600 x (multiplier)
21” – 30” (DBH)	$4,000 x (multiplier)
31” + (DBH)	$5,000 x (multiplier)
Illegal Tree Removal	$1,000 + mitigation costs

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Health Department Annual Permits	
Food Service Establishment	$350
Food Service - Limited Purpose / Private School	$100
Food Service - Non-profit / Public school	No Charge
Food Truck (hot or cold)	$~~250~~300 (includes fire inspection)
Grocery Store - major	$600
Grocery Store - minor	$250
Late Annual Renewal	$100
Re-inspection Fee	$100
Seasonal Food	$150
Temp. Food / Event vendor	$75~~0~~ (includes fire inspection)
Other Annual Permits	
Alcohol	Half of the state fee (TABC Regulated)
Pool (Public or semi-private)	$200
Peddler / Solicitor / Vendor	$100 per year per person
Liquid Waste Transporter	$50 each vehicle
~~Rental~~ Sustainability ~~Permit~~Registration (multi-family)	$150 + $20 per unit
Sustainability Registration (single family & duplex)	$50 per unit
COSI Program	$50
Carriage Operator License	$50
Carriage Driver License	$25

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Fire Department Permit / Inspection Fees	
Application	$150 per permit
Fire Alarm	1 to 150 devices: $150 Over 150 devices: $300 Additional floors (over one): $50 each
Fire Sprinkler (new commercial or MF)	0 to 100,000 sf: $0.04 per sf > 100,000 sf: $0.02 per sf
Fire Sprinkler (tenant finish-out / remodel)	1 to 150 devices: $150 Over 150 devices: $300 Additional floors (over one): $50 each Foam system: + $50
Fire Sprinkler - single family	$150 (+ $50 foam system)
Fire Vertical Release	$150
Fire Pump / Fire Works	$300
Stand Pipe System Underground Fire Main Remote FDC (each) Access Control System (per unit) Gate Access Control (per gate) Hood System (per hood) FM 200 System / Spray Booth Fire Lane Modification / Alteration LPG or Compressed Gases Flammable / Combustible Storage Tank Fire Lane Traffic Control Device Temp. Tent or Canopy structure Battery Systems	$150
Burn Permit	$100 per area
Work without Permit Fee	Double Permit Fee
Annual re-inspection failed fee	$75 per inspection
Red Tag / Failed Inspection / Stop Work Order	$250 (each occurrence)

MASTER FEE CHART

Fire Department Permit / Inspection Fees (cont.)	
After Hours Inspection	$80 per Hour – Minimum of four (4) hours
Fire Watch Personnel	$50 per Hour – Minimum of four (4) hours per each fire watch

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

MASTER FEE CHART

Business Related Fees	
~~Video games and other amusement devices; arcades~~	~~Investigation and processing fee:~~ ~~(1) Nonrefundable investigation fee: $35.00.~~ ~~(2)~~(1) ~~Each applicant for one, two or three licenses for video games or pool tables not to be in an arcade shall pay a nonrefundable investigation fee of $35.00.~~
	~~Renewal: An investigation fee of $35.00 shall be charged in connection with a renewal and shall be due on or before January 1st of each year.~~
~~Farmer's Market potentially hazardous food vendor fee~~	~~$ 50 minimum for the year~~
Marilee SUD decertification	$1,750 (per acre) or $2,500 (per meter) (No. 401-01829-00)
Liquid propane portable container permit (retail)	Display: $150.00 per display.
	A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection and a permit. If a red tag is issued to the contractor during an inspection, there will be a reinspection fee of up to $250.00 for each reinspection.
~~Auto related business regulation fees~~	~~Yearly inspection fee for all automotive-related businesses: $200.00 annually~~
	~~Bulk storage fee: $50.00 annually.~~
	~~A failed inspection will be subject to a reinspection fee of $50.00 for subsequent inspections.~~

Utility Rates & Charges

Water Deposits	
Residential	$200 per each living unit
Business – fewer than 5 employees	$150

MASTER FEE CHART

Business – 5 employees or more	$200
Cleaners/Laundromats	$250
Grocery Store - minor	$250
All two-inch meters	$250, plus $100 for each inch over 2”

Water Rates			
Residential			
Inside City (W1 Residential) – Monthly Minimum Charge			
	Effective Feb-19	**Effective Jan-20**	**Effective Jan-21**
3/4"	$23.84	$24.56	$25.30
1"	$40.10	$41.30	$42.54
1-1/2"	$80.21	$82.61	$85.09
2"	$128.33	$132.18	$136.14
Inside City (W1 Residential) – Volume Rate/1,000 Gal			
	Effective Feb-19	**Effective Jan-20**	**Effective Jan-21**
2,001–10,000	$5.21	$5.37	$5.53
10,001–20,000	$7.89	$8.13	$8.37
20,001–30,000	$9.29	$9.57	$9.86
30,001 above	$13.41	$13.81	$14.23

MASTER FEE CHART

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

MASTER FEE CHART

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

- Temporary water service: Temporary water service may be established at a residential structure for cleaning at the rate of $15.00 per day.

- Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. ~~A hydrant meter deposit will be collected in the amount of $1,000.00, returnable upon settlement of the account.~~ Anyone caught obtaining water without permission will be charged with a criminal offense.

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Wastewater Monthly Rates and Charges			
Residential			
Inside City – Monthly Minimum Charge			
	Effective Feb-19	**Effective Jan-20**	**Effective Jan-21**
3/4"	$23.44	$25.54	$27.84
1"	$42.11	$45.90	$50.03
1-1/2"	$78.59	$85.66	$93.37
2"	$134.72	$146.85	$160.07
Inside City – Volume Rate/1,000 Gal			
	Effective Feb-19	**Effective Jan-20**	**Effective Jan-21**
2,001–5,000	$5.84	$6.37	$6.94
5,001-Maximum	$7.23	$7.88	$8.59
Maximum Gallons	*13,000*	*12,000*	*11,000*
Outside City – Monthly Minimum Charge			
	Effective Feb-19	**Effective Jan-20**	**Effective Jan-21**
3/4"	$35.15	$38.32	$41.76
1"	$63.16	$68.84	$75.04
1-1/2"	$117.88	$128.49	$140.06
2"	$202.09	$220.27	$240.10
Outside City – Volume Rate/1,000 Gal			
	Effective Feb-19	**Effective Jan-20**	**Effective Jan-21**
2,001–5,000	$8.76	$9.55	$10.41
5,001–Maximum	$10.85	$11.82	$12.88
Maximum Gallons	*13,000*	*12,000*	*11,000*

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

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

MASTER FEE CHART

Garbage Collection (Residential / Senior Citizen) + 8.25% sales tax	
Trash	$~~10.69~~13.39 / $~~9.25~~11.85
Recycling	$2.96 / $2.~~57~~86
Extra cart	$~~5.37 / $5.37~~7.20
Garbage Collection (Mustang SUD Customers) + 8.25% sales tax	
Trash	~~$10.69~~$13.39
Recycling	$2.96
Extra cart	~~$5.37~~$7.20

Commercial Rate Schedule				
Size/Frequency	1 lift per week	2 lifts per week	3 lifts per week	Extra Lift
2 Cubic Yd	70.54	144.42	194.67	50.07
3 Cubic Yd	98.44	218.55	271.69	58.40
4 Cubic Yd	130.45	262.52	360.06	66.73
6 Cubic Yd	146.65	292.72	404.76	91.76
8 Cubic Yd	179.24	322.61	495.06	100.09

Roll off Rate Schedule (20, 30, 40 Cubic Yard)	
Haul	*398.45*
Delivery	*104.87*
Daily Rent	*4.20*
Disposal	*36.36 per ton*

Water & Sewer Service Charges	
Disconnect/Reconnect Fee	$50 ($75 if incurred outside of the City's normal business hours.)
Transfer Fee	$25
Trip Fee	$15 ($30 if incurred outside of the City's normal business hours.)
Reread	$20
Profile History	$25 plus $0.10 per page
Temporary disconnect/reconnect	$25
Meter Test	$40

MASTER FEE CHART

Tamper Fee	$500
Returned Check Fee	$25
Meter Fees	
¾”	$330 (existing meters only)
1”	$440 (minimum meter size)
1 ½”	$770
2”	$1080
Fire Hydrant Meter Deposit	$2050 (+ $50 monthly administrative fee)
Meter Change Out (Customer Request)	A meter change-out fee will be indexed according to the age of the meter, with a 10% reduction in the actual cost of replacement, including labor and materials, for each year that the existing meter has been installed.
Re-inspection Fees	
First	$50
Second	$75
Third	$100
Water/Wastewater Connection Fees	
Water	
~~¾” Tap~~	~~$950~~
1” Tap	~~$1060~~$2,175
1 ½” Tap	~~$1260~~$2,475
2” Tap	~~$1450~~$2,475
Boring Fee	$1,000
• All taps and meters greater than two inches will ~~be priced at time of installation~~need to be installed by the contractor, ~~and~~ shall require a meter vault, and shall meet the most current engineering design standards. Contractors will purchase meters greater than 2” directly from the City’s current meter vendor. No 3 inch meters or taps allowed (i.e. only 2” increments beyond 2” meters). • Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Sewer	
4” Tap	~~$810~~$1,500

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Boring Fee	$1,000
• All taps greater than four inches will ~~be priced at time of installation~~need to be installed by the contractor. • Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring, manholes and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Pro-rata charges The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.	
Impact Fees Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.	
Repair fees Repair to a city-owned infrastructure will be charged to the party responsible for disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, labor and repair to streets and easements.	
Review fees for permits Individual wastewater discharge permit. A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars ($7,500.00). No permit will be issued until this fee is paid by the applicant.	

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Municipal Drainage Utility System Fees The drainage utility fee set forth in this section shall be collected through the city's bill for public utilities pursuant to the act	
Impervious Area; Fee Assessed	
- Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property. - The drainage utility fee, payable monthly, shall be established with respect to all property within the according to the following schedule:	
Single Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sqft IA)	$4.90
Tier 2 (middle 60%, 3,750–6,400 sq ft IA)	$7.90
Tier 3 (largest 20%, > 6,400 sq ft IA)	$13.25
Non Single Family Residential	
Monthly Rate per ERU	$7.75
*ERU (Equivalent Residential Unit) = 5,000 square feet impervious area. A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.	
Impervious Exemptions	
• Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance; • A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city; • Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system; - State property; - School district property; - City property; - Tax-exempt religious institution property; and - County property; - Public or private institutions of higher education property.	

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

Right-of-Way Management Fees	
Streets, sidewalks and other public places, right-of-way management:	
Permit Application Fee	$100
Expedited Application Fee	$250
Saturday Inspection Fee; each Saturday	$200
Permit expiration fee; each permit for incomplete work on expiration date if not extended	$30
Electronic maps submittal fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (minimum fee of 2 hours)	$80
Registration per right-of-way user per year	$50
Inspection fee	$1.00/LF or $150/day of anticipated construction time, whichever is greater
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)	$500.00 (1–5 network notes)
	$500.00 (1–5 network notes)
	$1,000.00 per pole.
Small cell user fees (this penalty shall not exceed and is capped by statutory limits)	$250.00 annually for each network node
	$20.00 per year for city pole attachment.

Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-10 days	>100 days
Sidewalk	Per sq. foot	$0.0026	$0.0052	$0.0078	$0.0104
Driveway	Per each	$39.00	$78.00	$117.00	$156.00

Attachment: Red-lined Fee Chart (Master Fee Chart Revision Ordinance)

MASTER FEE CHART

EMS Billing Fees	
BLS Nonemergency	$1,150
BLS Emergency	$1,150
ALS Nonemergency	$1,350
ALS Emergency	$1,350
ALS Level 2	$1,450
Specialty Care Transport	$1,350
Oxygen	$125
ALS Disposables	$400
BLS Disposables	$300
Medications	$100
Additional Crew Member	$40
Refusal/No Transport Fee	N/A
Definitive Care Fee *(treatment by IV or IM meds with no transport)*	$200

Life Connected.

Development Services
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Dusty McAfee AICP, Director of Development Services
CC:	Jason Laumer, City Manager
Date:	November 10, 2020
Re:	Master Fee Chart Revision Resolution

Action Requested:
Consider and act upon a resolution adopting a Master Fee Chart. (Master Fee Chart Revision Resolution) (McAfee)

Background Information:
Refer to the attached documents for further information.

Legal Review:
This item has been reviewed by the City Attorney. The resolution will be provided at the City Council meeting.

Supporting Documents:
- Draft Resolution
- Red-lined Fee Chart

Staff Recommendation:
Staff recommends approval.

CITY OF CELINA
MASTER FEE CHART

UPDATED NOVEMBER 10, 2020

CELINA
TEXAS
EST. 1876

Life Connected.

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Table of Contents

MISCELLANEOUS FEES 2
LIBRARY FEES 3
PARKS & RECREATION FEES 4
DEVELOPMENT SERVICES FEES 5
FIRE DEPARTMENT PERMIT / INSPECTION FEES 14
ALARM FEES 15
BUSINESS RELATED FEES 16
UTILITY RATES & CHARGES 16
WASTEWATER MONTHLY RATES AND CHARGES 20
Residential *20*
Commercial *21*
GARBAGE COLLECTION (RESIDENTIAL / SENIOR CITIZEN) + 8.25% SALES TAX . 22
COMMERCIAL RATE SCHEDULE 22
ROLL OFF RATE SCHEDULE (20, 30, 40 CUBIC YARD) 22
WATER & SEWER SERVICE CHARGES 22
METER FEES 23
RE-INSPECTION FEES 23
WATER/WASTEWATER CONNECTION FEES 23
MUNICIPAL DRAINAGE UTILITY SYSTEM FEES 25
RIGHT-OF-WAY MANAGEMENT FEES 26
EMS BILLING FEES 27

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

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

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Library Fees	
Library material that is 60 days or more overdue is considered lost, and the replacement cost of the item is added to the borrower's record.	
Overdue books, audio books, music CDs and magazines	$0.25 per day
Overdue DVDs	$1.00 per day
Maximum Fine	Replacement cost of the item documented in the library database record
Replacement library card	$1.00
Damaged audio/visual cases	$3.00
Lost or damaged material	Replacement cost of the item documented in the library database record.
Copies and printing	$0.10 per page
Fax (sending and receiving)	$1.00 for first page and $0.50 for each additional page

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Parks & Recreation Fees

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

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

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

Pavilion (per four (4) hours)	
Less than 50 attendees	$50
51-100 attendees	$75
More than 100 attendees	$125
Downtown Event Center Wedding	$400 (+ $150 security deposit)

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Development Services Fees	
New 1 & 2 Family Dwellings	
Application	$50
Plan Review	$3~~00~~25 + $200 each additional review after 2
Revised plan review	$175
Building Permit Fee	$0.9~~2~~5 per square foot under roof
Certificate of Occupancy	$7~~6~~5 (Temp CO is $~~1~~200 each 10 days)
Building Fee	$75 per (plumbing, electrical, mechanical)
T-Pole	$50
Irrigation	$185
Fence	$75
Expired Permits	50% refund on permit fee prior to work beginning
Re-inspection Fee	$75 per failed inspection after 2nd failed inspection
Re-instated Permit Fee	25% (same plan) or 50% (revised) of original fee
Parkland Dedication Fee	1 acre each 50 lots (or $2 per sf of land of that acreage or appraisal)
Park Improvement Fee	$1,500 per unit~~lot~~
Building Activity Fee	$500 if / when applicable
Technology Fee	$500 if / when applicable
Outdoor Warning Device	$35 per unit (SF) / $10 per unit (MF)
Capital Recovery Fees	if / when applicable
Impact Fees (water, sewer, roadway)	See impact fee chart: varies per subdivision
Residential Remodels & Additions	
Application	$50
Plan Review	$100 + $100 each additional review after 2
Revised Plan Review	$~~100~~125
Building Permit Fee	$0.~~92~~ 65 per square foot under roof ($75.00 minimum)
Building Fee	$75 per (plumbing, electrical, mechanical)
Re-inspection Fee	$75 per failed inspection after 2nd failed inspection
Work Without Permit	Double Permit Fee

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Residential Building Permits - Mechanical, Electrical, Plumbing	
Building Permit Mechanical	$75
Building Permit Electrical	$75
Building Permit Plumbing	$75
Work Without Permit	Double Permit Fee

Residential Miscellaneous Permit	
After hours inspection	$80 per hour / 4 hour minimum
Demolition or Foundation Repair	$50 application + $100 permit
Curb cut / Driveway / Flatwork	$50 application + $100 permit
Fence	$50 application + $~~75~~ 50 permit
Solar Panel / Storm Shelter / Windows	$50 application + $100 permit
House Moving	$50 application + $400 permit
Irrigation	$50 application + $185 permit
Irrigation Repair	$75
Manufactured Home	$50 application + $100 permit + trades ($75. ea)
Accessory Structures (patio covers, decks, outdoor kitchens, detached garages, shade structures, carports, etc.)	$50 application + $75 review + $200 permit
Pool / Spa	$50 application + $75 review + $200 permit
Refund policy	80% permit fee when no work has been done
Re-inspection Fee	$75
Retaining Wall	$50 application + $100 permit
Roof / Roof repair	$50 application + $100 permit
Simple Grading - single lot	$50 application + $ 75 permit
T-Pole	$50
Unauthorized Cover-up Fee	$100
Water well drilling	$50 application + $100 permit
Work Without Permit Fee	Double permit fee

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

New Commercial & Multi-Family Dwellings	
Application	$150
Plan Review	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review.
Fourth (or more) Plan Review Fee	$1000 + $1,000 for each additional review round
Revised Plan Check Fee	50% of original plan review fee
Minor Plan Revision	$500
Commercial Building Permit Fee	Current ICC square foot construction costs table fee for appropriate construction type - (gross area X square foot construction cost X permit fee multiplier (.0075) = permit fee
Multi-Family Building Permit Fee	$0.85 per square foot under roof
Re-inspection Fee	$75 per failed inspection after 2nd failed inspection
Building Fee - Mechanical / Electrical / Plumbing	Square footage of bldg. floor area: separate fee in addition to: a. 1 - 3,000 square feet: $75 b. 3,001 - 10,000 square feet: $125. c. 10,000 - 100,000 square feet: $150. d. over 100,000 square feet: $175
Building Activity Fee	$500 (per wastewater connection)
Technology Fee	$50 (per Multi-Family Unit)
Parkland Dedication Fee	$500 per unit (when applicable)
Park Improvement Fee	$1,000 per unit (when applicable)
Certificate of Occupancy	$~~100~~250
Temporary CO	$3~~1~~00 every 10 business days (+ $0.10 per sf after 30 days)
Impact Fees (water, sewer, roadway)	See impact fee chart

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Finish-out & Miscellaneous Commercial / Multi-Family Permit Fees	
Application	$150
Plan Review	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Revised Plan Check Fee	50% of original plan review fee
Revised plan review	$175
Commercial Building Permit Fee	$6.75~~0~~ per $1,000 in value. Minimum $100.
Multi-Family Building Permit Fee	$0.37 per square foot
Minor Plan Revisions	$500
Building Fee – (M, E, P)	$5.00 per $1,000 in value. $75 minimum
Clean & show / meter release	$75
Demolition	$150 application + $100 permit
Commercial Pool	$150 application + $500 permit
Curb cut / driveway / flatwork	$150 application + $100 permit
Retaining wall / Screen wall / Fence	$150 application + $5.00 per $1,000 valuation ($100 minimum)
T-Pole	$75~~0~~
Unauthorized Cover-up	$100
Refund policy	80% permit fee when no work has been done
Re-inspection Fee	$75 per inspection
Work without permit Fee	Double permit fee
After hours inspection	$80 per hour / 4 hour minimum
Certificate of Occupancy	$100
Temporary CO	$~~1~~200 ~~+ $100 per additional 30~~every 10 business days
Temporary Trailer	$150 application + $200 permit + Trades

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Annual Contractor Registration	
Electrical Contractor	no charge - State law
General Contractor	$100
Irrigator Contractor	$100
Mechanical Contractor	$100
Plumbing Contractor	no charge - State law
Sign Contractor	$100
Utility Franchise Contractor	no charge
Work without Permit Fee	Double Permit Fee
Signs / Promotional Event Permits	
Wall Sign	$150 application + $50 permit + ($75 electrical)
Monument Sign	$150 application + $50 permit + ($75 electrical)
Banners	$50 permit (2 week period) ~~- allowed 3 times per year~~
~~Human Sign~~	~~$100 per day per person~~
Promotional Event	$50 permit + $50 food if applicable

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Site Development Fees (Civil Permit) – Alternative Process	
Application	$150
Plan Review - Private	50% of building permit fee for projects valued at two million dollars or less, 25% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $~~85~~ 90 per lot 101 - 200 lots: $~~75~~ 80 per lot 201 - 300 lots: $~~65~~ 70 per lot Greater than 300 lots: $~~55~~ 60 per lot
Fourth (& more) Plan Review	$1,000 each
Landscape / Hardscape Plan Review	$5~~3~~00
Revised Plan Check Fee	50% of original plan review fee
Civil Permit Fee - Private	$6.50 per $1,000 in value. $100 minimum.
Civil Permit Fee - Public	3% of paving / site utility valuation
Engineering Permit Fees – Alternative Process	
Franchise / Utility companies	No Fee
Non-Franchise	$150 application + $75 permit
After-Hour Inspection	$80 per hour (4 hour minimum)
Floodplain Permit	$150 application + 3rd party review fee (if applicable) + 0 – 3 acres: $300 3.01 – 20 acres: $500 20+ acres: $1,000 + $10 per acre
Earthwork / Grading Permit	$150 application + 0 – 5 acres: $100 5.1 – 10 acres: $200 10+ acres: $500 + $10 per acre

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Site Development Fees (Civil Permit) – Chapter 212 Process	
Application	$300
Plan Review - Private	100% of building permit fee for projects valued at two million dollars or less, 50% of permit fee for projects valued greater than two million dollars, or amount as required by 3rd party review
Plan Review – Public and Other Subdivisions	0 - 100 lots: $1~~7~~80 per lot 101 - 200 lots: $1~~5~~60 per lot 201 - 300 lots: $14~~3~~0 per lot Greater than 300 lots: $12~~1~~0 per lot
Fourth (& more) Plan Review	$2,000 each
Landscape / Hardscape Plan Review	$~~6~~1,000
Revised Plan Check Fee	100% of original plan review fee
Civil Permit Fee - Private	$13.00 per $1,000 in value. $200 minimum.
Civil Permit Fee - Public	6% of paving / site utility valuation
Engineering Permit Fees – Chapter 212 Process	
Franchise / Utility companies	No Fee
Non-Franchise	$300 application + $150 permit
After-Hour Inspection	$160 per hour (4 hour minimum)
Floodplain Permit	$300 application + 3rd party review fee (if applicable) + 0 – 3 acres: $600 3.01 – 20 acres: $1,000 20+ acres: $2,000 + $20 per acre
Earthwork / Grading Permit	$300 application + 0 – 5 acres: $200 5.1 – 10 acres: $400 10+ acres: $1,000 + $20 per acre

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Planning & Zoning Fees	
Site Plan Review	$~~500~~750
Minor / Amending / Conveyance Plats	$400
Preliminary / Replat / Final Plats	$500 + $10 per lot
Chapter 212 Plat Process	$1,000 + $20 per lot
Plat Filing Fee	$150
Development Agreement (Minor)	$1,000
Development Agreement	$2,500
Development Agreement (Major)~~with PID~~	$5,000
Fourth (or more) Review Fee	$1000 + $1,000 for each additional review round
Annexations / PDs / Zoning Change	$750
Specific~~al~~ Use Permit	$500
Zoning Verification Letter	$15~~0~~0
Variance (BOA) / HPC	$~~25~~300
Zoning Signage	$3~~0~~50
Alley Abandonment	$300
Prints of Long-Range Plans	$30
Tree Removal	
Tree Removal Permit	$150 (+ mitigation – see Tree Valuation Schedule)
6” – 10” (DBH)	$600 x (multiplier)
11” – 20” (DBH)	$1,600 x (multiplier)
21” – 30” (DBH)	$4,000 x (multiplier)
31” + (DBH)	$5,000 x (multiplier)
Illegal Tree Removal	$1,000 + mitigation costs

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Health Department Annual Permits	
Food Service Establishment	$350
Food Service - Limited Purpose / Private School	$100
Food Service - Non-profit / Public school	No Charge
Food Truck (hot or cold)	$~~250~~300 (includes fire inspection)
Grocery Store - major	$600
Grocery Store - minor	$250
Late Annual Renewal	$100
Re-inspection Fee	$100
Seasonal Food	$150
Temp. Food / Event vendor	$75~~0~~ (includes fire inspection)
Other Annual Permits	
Alcohol	Half of the state fee (TABC Regulated)
Pool (Public or semi-private)	$200
Peddler / Solicitor / Vendor	$100 per year per person
Liquid Waste Transporter	$50 each vehicle
~~Rental~~ Sustainability ~~Permit~~Registration (multi-family)	$150 + $20 per unit
Sustainability Registration (single family & duplex)	$50 per unit
COSI Program	$50
Carriage Operator License	$50
Carriage Driver License	$25

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Fire Department Permit / Inspection Fees	
Application	$150 per permit
Fire Alarm	1 to 150 devices: $150 Over 150 devices: $300 Additional floors (over one): $50 each
Fire Sprinkler (new commercial or MF)	0 to 100,000 sf: $0.04 per sf > 100,000 sf: $0.02 per sf
Fire Sprinkler (tenant finish-out / remodel)	1 to 150 devices: $150 Over 150 devices: $300 Additional floors (over one): $50 each Foam system: + $50
Fire Sprinkler - single family	$150 (+ $50 foam system)
Fire Vertical Release	$150
Fire Pump / Fire Works	$300
Stand Pipe System Underground Fire Main Remote FDC (each) Access Control System (per unit) Gate Access Control (per gate) Hood System (per hood) FM 200 System / Spray Booth Fire Lane Modification / Alteration LPG or Compressed Gases Flammable / Combustible Storage Tank Fire Lane Traffic Control Device Temp. Tent or Canopy structure Battery Systems	$150
Burn Permit	$100 per area
Work without Permit Fee	Double Permit Fee
Annual re-inspection failed fee	$75 per inspection
Red Tag / Failed Inspection / Stop Work Order	$250 (each occurrence)

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Fire Department Permit / Inspection Fees (cont.)	
After Hours Inspection	$80 per Hour – Minimum of four (4) hours
Fire Watch Personnel	$50 per Hour – Minimum of four (4) hours per each fire watch

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

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Business Related Fees	
~~Video games and other amusement devices; arcades~~	~~Investigation and processing fee:~~ ~~(1) Nonrefundable investigation fee: $35.00.~~ ~~(2)~~(1) ~~Each applicant for one, two or three licenses for video games or pool tables not to be in an arcade shall pay a nonrefundable investigation fee of $35.00.~~
	~~Renewal: An investigation fee of $35.00 shall be charged in connection with a renewal and shall be due on or before January 1st of each year.~~
~~Farmer's Market potentially hazardous food vendor fee~~	~~$ 50 minimum for the year~~
Marilee SUD decertification	$1,750 (per acre) or $2,500 (per meter) (No. 401-01829-00)
Liquid propane portable container permit (retail)	Display: $150.00 per display.
	A plan submittal by the owner is required prior to inspection. Fees include plan review, one final inspection and a permit. If a red tag is issued to the contractor during an inspection, there will be a reinspection fee of up to $250.00 for each reinspection.
~~Auto related business regulation fees~~	~~Yearly inspection fee for all automotive-related businesses: $200.00 annually~~
	~~Bulk storage fee: $50.00 annually.~~
	~~A failed inspection will be subject to a reinspection fee of $50.00 for subsequent inspections.~~

Utility Rates & Charges

Water Deposits	
Residential	$200 per each living unit
Business – fewer than 5 employees	$150

MASTER FEE CHART

Business – 5 employees or more	$200
Cleaners/Laundromats	$250
Grocery Store - minor	$250
All two-inch meters	$250, plus $100 for each inch over 2”

Water Rates			
Residential			
Inside City (W1 Residential) – Monthly Minimum Charge			
	Effective Feb-19	**Effective Jan-20**	**Effective Jan-21**
3/4"	$23.84	$24.56	$25.30
1"	$40.10	$41.30	$42.54
1-1/2"	$80.21	$82.61	$85.09
2"	$128.33	$132.18	$136.14
Inside City (W1 Residential) – Volume Rate/1,000 Gal			
	Effective Feb-19	**Effective Jan-20**	**Effective Jan-21**
2,001–10,000	$5.21	$5.37	$5.53
10,001–20,000	$7.89	$8.13	$8.37
20,001–30,000	$9.29	$9.57	$9.86
30,001 above	$13.41	$13.81	$14.23

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

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

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

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

- Temporary water service: Temporary water service may be established at a residential structure for cleaning at the rate of $15.00 per day.

- Bulk water sales: Bulk water sales via a fire hydrant connection will be billed at the most current commercial rate. ~~A hydrant meter deposit will be collected in the amount of $1,000.00, returnable upon settlement of the account.~~ Anyone caught obtaining water without permission will be charged with a criminal offense.

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Wastewater Monthly Rates and Charges			
Residential			
Inside City – Monthly Minimum Charge			
	Effective Feb-19	**Effective Jan-20**	**Effective Jan-21**
3/4"	$23.44	$25.54	$27.84
1"	$42.11	$45.90	$50.03
1-1/2"	$78.59	$85.66	$93.37
2"	$134.72	$146.85	$160.07
Inside City – Volume Rate/1,000 Gal			
	Effective Feb-19	**Effective Jan-20**	**Effective Jan-21**
2,001–5,000	$5.84	$6.37	$6.94
5,001-Maximum	$7.23	$7.88	$8.59
Maximum Gallons	*13,000*	*12,000*	*11,000*
Outside City – Monthly Minimum Charge			
	Effective Feb-19	**Effective Jan-20**	**Effective Jan-21**
3/4"	$35.15	$38.32	$41.76
1"	$63.16	$68.84	$75.04
1-1/2"	$117.88	$128.49	$140.06
2"	$202.09	$220.27	$240.10
Outside City – Volume Rate/1,000 Gal			
	Effective Feb-19	**Effective Jan-20**	**Effective Jan-21**
2,001–5,000	$8.76	$9.55	$10.41
5,001–Maximum	$10.85	$11.82	$12.88
Maximum Gallons	*13,000*	*12,000*	*11,000*

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

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

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Garbage Collection (Residential / Senior Citizen) + 8.25% sales tax	
Trash	$~~10.69~~13.39 / $~~9.25~~11.85
Recycling	$2.96 / $2.~~57~~86
Extra cart	$~~5.37 / $5.37~~7.20
Garbage Collection (Mustang SUD Customers) + 8.25% sales tax	
Trash	~~$10.69~~$13.39
Recycling	$2.96
Extra cart	~~$5.37~~$7.20

Commercial Rate Schedule				
Size/Frequency	1 lift per week	2 lifts per week	3 lifts per week	Extra Lift
2 Cubic Yd	70.54	144.42	194.67	50.07
3 Cubic Yd	98.44	218.55	271.69	58.40
4 Cubic Yd	130.45	262.52	360.06	66.73
6 Cubic Yd	146.65	292.72	404.76	91.76
8 Cubic Yd	179.24	322.61	495.06	100.09

Roll off Rate Schedule (20, 30, 40 Cubic Yard)	
Haul	*398.45*
Delivery	*104.87*
Daily Rent	*4.20*
Disposal	*36.36 per ton*

Water & Sewer Service Charges	
Disconnect/Reconnect Fee	$50 ($75 if incurred outside of the City's normal business hours.)
Transfer Fee	$25
Trip Fee	$15 ($30 if incurred outside of the City's normal business hours.)
Reread	$20
Profile History	$25 plus $0.10 per page
Temporary disconnect/reconnect	$25
Meter Test	$40

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Tamper Fee	$500
Returned Check Fee	$25
Meter Fees	
¾”	$330 (existing meters only)
1”	$440 (minimum meter size)
1 ½”	$770
2”	$1080
Fire Hydrant Meter Deposit	$2050 (+ $50 monthly administrative fee)
Meter Change Out (Customer Request)	A meter change-out fee will be indexed according to the age of the meter, with a 10% reduction in the actual cost of replacement, including labor and materials, for each year that the existing meter has been installed.
Re-inspection Fees	
First	$50
Second	$75
Third	$100
Water/Wastewater Connection Fees	
Water	
~~¾” Tap~~	~~$950~~
1” Tap	~~$1060~~$2,175
1 ½” Tap	~~$1260~~$2,475
2” Tap	~~$1450~~$2,475
Boring Fee	$1,000
• All taps and meters greater than two inches will ~~be priced at time of installation~~need to be installed by the contractor, ~~and~~ shall require a meter vault, and shall meet the most current engineering design standards. Contractors will purchase meters greater than 2” directly from the City’s current meter vendor. No 3 inch meters or taps allowed (i.e. only 2” increments beyond 2” meters). • Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Sewer	
4” Tap	~~$810~~$1,500

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Boring Fee	$1,000
• All taps greater than four inches will ~~be priced at time of installation~~need to be installed by the contractor. • Standard fees reference herein do not include extraordinary costs incurred by the city, including but not limited to the cost of labor and materials related to boring, manholes and repairs to streets and easements. The city will provide an itemized list detailing the actual costs of such labor and materials.	
Pro-rata charges The rate of recovery will be calculated at the time of installation, however, will not exceed the actual amount of the line installed. The time period for recovery is five years past the date of the end of the maintenance bond.	
Impact Fees Impact fees for water and sewer service units shall be charged in accordance with the current impact fee ordinance.	
Repair fees Repair to a city-owned infrastructure will be charged to the party responsible for disruption of service. The fees associated with the repair charge will be actual cost of materials, equipment, labor and repair to streets and easements.	
Review fees for permits Individual wastewater discharge permit. A review fee and administration fee will be due at time of application in the amount of seven thousand five hundred dollars ($7,500.00). No permit will be issued until this fee is paid by the applicant.	

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Municipal Drainage Utility System Fees The drainage utility fee set forth in this section shall be collected through the city's bill for public utilities pursuant to the act	
Impervious Area; Fee Assessed	
- Drainage utility fees shall be charged based on a property's contribution to the public drainage utility system. The contribution shall be based on the impervious area for the property. - The drainage utility fee, payable monthly, shall be established with respect to all property within the according to the following schedule:	
Single Family Residential	
Tier 1 (smallest 20%, 0 – 3,750 sqft IA)	$4.90
Tier 2 (middle 60%, 3,750–6,400 sq ft IA)	$7.90
Tier 3 (largest 20%, > 6,400 sq ft IA)	$13.25
Non Single Family Residential	
Monthly Rate per ERU	$7.75
*ERU (Equivalent Residential Unit) = 5,000 square feet impervious area. A minimum charge of one (1) ERU shall be applied to each nonexempt non-single family residential developed property, regardless of classification.	
Impervious Exemptions	
• Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the city in which the property is located for maintenance; • A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city; • Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system; - State property; - School district property; - City property; - Tax-exempt religious institution property; and - County property; - Public or private institutions of higher education property.	

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

Right-of-Way Management Fees	
Streets, sidewalks and other public places, right-of-way management:	
Permit Application Fee	$100
Expedited Application Fee	$250
Saturday Inspection Fee; each Saturday	$200
Permit expiration fee; each permit for incomplete work on expiration date if not extended	$30
Electronic maps submittal fee; per hour of labor necessitated by hard copy submittal in lieu of electronic format (minimum fee of 2 hours)	$80
Registration per right-of-way user per year	$50
Inspection fee	$1.00/LF or $150/day of anticipated construction time, whichever is greater
Small Cell Application Fee (this penalty shall not exceed and is capped by statutory limits)	$500.00 (1–5 network notes)
	$500.00 (1–5 network notes)
	$1,000.00 per pole.
Small cell user fees (this penalty shall not exceed and is capped by statutory limits)	$250.00 annually for each network node
	$20.00 per year for city pole attachment.

Public Inconvenience Penalty

Public inconvenience penalties are assessed and calculated from the date of expiration of the permit until date of completion of work or repair or of final backfill if turned over to the department for repair. This penalty shall not exceed and is capped by statutory limits.

Type of Facility	Unit of Cost	Penalty (per day)			
		31-75 days	79-90 days	90-10 days	>100 days
Sidewalk	Per sq. foot	$0.0026	$0.0052	$0.0078	$0.0104
Driveway	Per each	$39.00	$78.00	$117.00	$156.00

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

MASTER FEE CHART

EMS Billing Fees	
BLS Nonemergency	$1,150
BLS Emergency	$1,150
ALS Nonemergency	$1,350
ALS Emergency	$1,350
ALS Level 2	$1,450
Specialty Care Transport	$1,350
Oxygen	$125
ALS Disposables	$400
BLS Disposables	$300
Medications	$100
Additional Crew Member	$40
Refusal/No Transport Fee	N/A
Definitive Care Fee *(treatment by IV or IM meds with no transport)*	$200

Attachment: 20.11.10-Master Fee Chart Red Lined (Master Fee Chart Revision Resolution)

Life Connected.

Mainstreet Department
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Rebecca Barton, Downtown Development Manager
CC:	Dusty McAfee AICP, Director of Development Services
Date:	November 10, 2020
Re:	Supporting Celina Businesses Update and Two29 DIP

Action Requested:
Consider and act to authorize the City Manager to execute an agreement by and between the City of Celina and Autumn Sadler for economic incentive funding under Chapter 380 of the Texas Local Government Code. (Supporting Celina Businesses Update and Two29 On The Square – DIP) (Barton).

Background Information:
Refer to the attached documents for further information.

Legal Review:
This item has been reviewed by the City Attorney.

Supporting Documents:
- Staff Presentation
- Draft Agreement

Staff Recommendation:
Staff recommends approval.

Supporting Celina Businesses Update

City Council

November 10, 2020

Attachment: Business Support Update (Supporting Celina Businesses Update and Two29

Importance

- Benefit of supporting businesses:
  - Increase economic health (sales tax and jobs)
  - Creates community identity
  - Creating community partners
  - Important to citizens - survey responses

Supporting Businesses in 2020

- Downtown Investment Program (DIP) – Approved $75,000 of incentives to Downtown businesses
- Free Wi-Fi on the Square
- Holiday decorations and updating/maintaining rooftop lights
- Special Event Programming to bring people to Celina and Celina businesses
- Modernizing codes and regulations

Supporting Businesses in 2020

- COVID Response
  - Disbursed over $126,000 in Collin County CARES funding to 8 businesses.
  - Business Parade (joint w/ Chamber and EDC)
  - Celina Business Community Zoom Meeting to keep business informed (joint w/ Chamber, and EDC)
  - Corbett Howard, Director of Government Affairs, personally called 200 businesses
  - Business Resources on website
  - Mayor Facebook Lives highlighting businesses

Example: Two29 On The Square

- Received maximum Business Assistance Grant from CARES funding ($25,000)
- Facility is incorporated into downtown events when possible
- City utilizes the facility for various employee events
- Agreement to host weddings on the square
- Action Item: provide Downtown Investment Program (DIP) funding to increase facility's occupancy level

CHAPTER 380 GRANT AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS AND S & S EVENT RENTALS, LLC

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Celina, Texas ("City") and S & S Event Rentals, LLC(the "Company"), acting by and through their respective authorized officers and representatives.

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

WHEREAS, the City Council of the City of Celina, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the City of Celina desires to initiate a program that will promote and expand existing and future businesses in the City's downtown commercial district; and

WHEREAS, the City Council has determined that a grant program that assists businesses in funding the costs of necessary building improvements to make the venue safely accessible to the public; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the promotion of new and existing businesses.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

1.1 Term. The term of this Agreement shall begin on the Effective Date and continue until the obligations of both parties have been fulfilled.

1.2 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

Attachment: 380 Agreement with S&S Event Rentals (Supporting Celina Businesses Update and Two29 DIP)

ARTICLE II
ECONOMIC DEVELOPMENT GRANT

2.1 Grant. Subject to the Company's continued compliance with: (a) of all the terms and conditions of this Agreement, and (b) all of the City's Codes, rules and regulations regarding the operation of their businesses within the City's corporate limits the City agrees to provide Company with an economic development grant from lawful available funds payable as provided in the attached Exhibit A and as approved by the City Manager or his designee. The Grant will be paid at the time the construction of necessary improvements is inspected and approved by the City. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

ARTICLE III
TERMINATION

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

(a) by mutual written agreement of the parties;

(b) by City or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the City or Company, as the case may be; or

(c) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE IV
MISCELLANEOUS

4.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of City, which consent shall not be unreasonably withheld or delayed.

4.2 Limitation on Liability. It is understood and agreed between the parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the City from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

Attachment: 380 Agreement with S&S Event Rentals (Supporting Celina Businesses Update and Two29 DIP)

4.3 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

4.4 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

4.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

Attn: Jason Laumer
Celina City Manager
142 N. Ohio St.
Celina, TX 75009

With a copy to:

Attn:

If intended for the Company:

Attn:

With a copy to:

Attn:

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

4.7 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

4.8 Amendment. This Agreement may only be amended by the mutual written

Attachment: 380 Agreement with S&S Event Rentals (Supporting Celina Businesses Update and Two29 DIP)

agreement of the parties.

4.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

4.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

4.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

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

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

[Signature Pages Follow]

Attachment: 380 Agreement with S&S Event Rentals (Supporting Celina Businesses Update and Two29 DIP)

EXECUTED as of the_____day of_____, 2020.

THE CITY OF CELINA, TEXAS

By: _____
Jason Laumer, City Manager

ATTEST:

_____
Vicki Tarrant, City Secretary

EXECUTED as of the_____day of_____, 2020.

By:

By: _____
Name:
Title:

Attachment: 380 Agreement with S&S Event Rentals (Supporting Celina Businesses Update and Two29 DIP)

EXHIBIT "A"

BGL Services, LLC DBA Poche' Construction Group
2750 N. Preston Rd. STE 116-117
Celina, TX 75009 US
214-869-4035
pocheconstructiongroup@gmail.com

Estimate

ADDRESS
Autumn Sadler
229 Pecan
Celina, TX 75009

ESTIMATE 1059
DATE 10/14/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Replace back doors at 229 On the Square. Doors will swing out to meet fire code egress. Both doors will lock automatically, close automatically, have door stops to allow you to prop the doors open for loading, one door will have a door code for easy access. Price includes materials and labor. Doors also to include the push bar panic release to open the doors when pushed.	1	3,540.00	3,540.00
	Sales	Poured concrete handicapped ramp at front and back doors. To include adhesive so the concrete bonds to existing concrete. We will also fill the holes in the concrete at the entry.	1	450.00	450.00T

SUBTOTAL	3,990.00
TAX	0.00
TOTAL	**$3,990.00**

Accepted By

Accepted Date

Attachment: 380 Agreement with S&S Event Rentals (Supporting Celina Businesses Update and Two29 DIP)

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	November 10, 2020
Re:	2021 Certificates of Obligation NOI

Action Requested:
Consider and act upon all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto. (Stovall)

Background Information:
The Notice of Intent is provided for Council consideration to approve the issuance of 2021 Certificates of Obligation.

It is anticipated to allocate the Bond proceeds to the following areas:
Parks
Roadway
Public Safety
Building
Water
Wastewater

Board Review/Citizen Input:

Alternatives:

Financial Considerations:
Issuance of Certificate of Obligation Bonds in the amount of $30 million for the Water/ Wastewater Utility projects and $32 million for General Government projects.

Legal Review:
Bond Counsel has provided the Resolution

Supporting Documents:
Resolution
Exhibit A

Staff Recommendation:
Approval

RESOLUTION NO. 2020-____R

A RESOLUTION Approving and Authorizing Publication of Notice of Intention to Issue Certificates of Obligation.

WHEREAS, the City Council of the City of Celina, Texas (the "City"), has determined that certificates of obligation should be issued under and pursuant to the provisions of Subchapter C of Chapter 271, Texas Local Government Code, as amended, for the purpose of paying contractual obligations to be incurred for: (i) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (ii) constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iv) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (v) constructing, equipping and improving existing municipal buildings, including the acquisition of land and rights-of-way therefor, (vi) acquiring land for future City Hall, (vii) constructing a downtown community municipally owned parking lot, including the acquisition of land and rights-of-way therefor, (viii) designing, constructing, improving and equipping a municipal government complex, including the acquisition of land and rights-of-way therefor and (ix) professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the certificates are to be issued and (iv) the manner in which the Council proposes to pay the certificates; now, therefore,

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

SECTION 1: That the City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation in one or more series in the principal amount not to exceed SIXTY-TWO MILLION DOLLARS ($62,000,000) for the purpose of paying contractual obligations to be incurred for: (i) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (ii) constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iv) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (v) constructing, equipping and improving existing municipal buildings, including the acquisition of land therefor, (vi) acquiring land for future City Hall, (vii) constructing a downtown community municipally owned parking lot, including the acquisition of land and rights-of-way therefor, (viii) designing, constructing, improving and equipping a municipal government complex, including the acquisition of land and rights-of-way therefor and (ix) professional services rendered in connection therewith; and; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

Attachment: CELINA CO 2021 - Intent Resolution 11102020 (2021 Certificates of Obligation NOI)

SECTION 2: That the City Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.

Attachment: CELINA CO 2021 - Intent Resolution 11102020 (2021 Certificates of Obligation NOI)

PASSED AND ADOPTED, this November 10, 2020.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

Attachment: CELINA CO 2021 - Intent Resolution 11102020 (2021 Certificates of Obligation NOI)

EXHIBIT A

CITY OF CELINA, TEXAS
NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Celina, Texas, shall convene at 5:00 p.m. on January 12, 2021, at the City Council chambers located at 112 N. Colorado Street, in the City of Celina, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation in one or more series in an amount not to exceed SIXTY-TWO MILLION DOLLARS ($62,000,000) for the purpose of paying contractual obligations to be incurred for: (i) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (ii) constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iv) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (v) constructing, equipping and improving existing municipal buildings, including the acquisition of land therefor, (vi) acquiring land for future City Hall, (vii) constructing a downtown community municipally owned parking lot, including the acquisition of land and rights-of-way therefor, (viii) designing, constructing, improving and equipping a municipal government complex, including the acquisition of land and rights-of-way therefor and (ix) professional services rendered in connection therewith; and; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined waterworks and sewer system. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is $134,130,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is $181,230,248; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is $79,226,307; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is September 1, 2041. The certificates are to be issued, and this notice is given, pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

City Secretary
City of Celina, Texas

Attachment: CELINA CO 2021 - Intent Resolution 11102020 (2021 Certificates of Obligation NOI)

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Jason Laumer, City Manager
Date:	November 10, 2020
Re:	2021 CO's Reimbursement Resolution

Action Requested:
Consider and act upon all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto. (Stovall)

Background Information:
The City intends to make certain capital expenditures and expects to reimburse them later with proceeds from the Certificates of Obligations.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:
Resolution provided by Bond Counsel

Supporting Documents:
Resolution

Staff Recommendation:
Approval

RESOLUTION NO. 2020-___R

A RESOLUTION Declaring Expectation to Reimburse Expenditures With Proceeds of Future Debt.

WHEREAS, the City of Celina, Texas (the "City"), intends to issue debt for the following purposes, to wit: (i) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (ii) constructing, equipping and improving public safety facilities, including the acquisition of land and rights-of-way therefor, (iii) acquiring, constructing, improving and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and including public art projects and enhancements, (iv) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (v) constructing, equipping and improving existing municipal buildings, including the acquisition of land and rights-of-way therefor, (vi) acquiring land for future City Hall, (vii) constructing a downtown community municipally owned parking lot, including the acquisition of land and rights-of-way therefor, (viii) designing, constructing, improving and equipping a municipal government complex, including the acquisition of land and rights-of-way therefor and (ix) professional services rendered in connection therewith (collectively, the "Project"); and

WHEREAS, the City further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations; now, therefore,

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

SECTION 1: The City reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of tax-exempt obligations hereafter to be incurred by the City, and this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $62,000,000.

SECTION 2: This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this November 10, 2020.

CITY OF CELINA, TEXAS

ATTEST:

_____
Mayor

_____
City Secretary

(City Seal)

101274344.2/1001140805

Attachment: CELINA CO 2021 - Reimbursement Resolution 11102020 (2021 CO's Reimbursement Resolution)

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:	November 10, 2020
Re:	General Election Canvass

Action Requested:
Consider and act upon approval of canvass documents for the November 3, 2020, General Election results. (Tarrant)

Background Information:
The annual General Election was held on Tuesday, November 3, 2020, for the purpose of electing a mayor, a Council Member for Place 4, and a Council Member for Place 5. Unofficial tabulations from Collin and Denton Counties are listed below.

Mayor	Total Votes Received
Sean Terry	

Place 4	Total Votes Received
Wendie Wigginton	
Carmen Roberts	
Ben Hangartner	

Place 5	Total Votes Received
Lanford Rodgers	
Mindy Koehne	

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Canvass documents certified by Collin County and Denton County Election Administrators.

Staff Recommendation:

Life Connected.

City Secretary
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Vicki Tarrant, City Secretary
Date:	November 10, 2020
Re:	General Election Run-Off

Action Requested:
Consider and act upon approval of a resolution calling a Run-Off Election for Place 4 on December 6, 2020. (Tarrant)

Background Information:
<Insert Background Info Here>

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

Alternatives:
<Insert Alternative here>

Financial Considerations:
<Insert Financial Considerations here>

Legal Review:
<Insert Legal Review Here>.

Supporting Documents:
<Insert Supporting Documents Here>

Staff Recommendation: