



**NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, OCTOBER 13, 2015 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Department Update for Engineering and Public Works (Johnson)
- B. Home Occupations Regulations

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.071, Consultation with Attorney, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional conduct of the State Bar of Texas clearly conflicts with this Chapter, and Section 551.072 Deliberation Regarding Real Property.

- A. Development of Old Celina Municipal Management District and requested Development Agreement.
- B. Potential Real Estate Purchases.
- C. Easement acquisitions for southeast sector water and sewer lines.
- D. Consider and act upon any items discussed in executive session.

IV. PLEDGE OF ALLEGIANCE/INVOCATION 6:00 PM:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Clothe a Child Month
- B. World Pancreatic Cancer Day
- C. Fire Prevention Month
- D. Planning Month

VI. OPEN FORUM:

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

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

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

A. Minutes Approval:

1. City Council - Special Meeting - Aug 31, 2015 5:00 PM
 2. City Council - Public Hearing and Special Meeting - Sep 1, 2015 6:00 PM
 3. City Council - Special Meeting - Sep 8, 2015 4:30 PM
 4. City Council - Regular Meeting - Sep 8, 2015 5:00 PM
- B. City Council - Public Hearing and Special Meeting - Sep 17, 2015 5:00 PM
- C. Consider and act upon an agreement to become a member of the National Joint Powers Alliance (NJPA) purchasing agreement. (Johnson)
- D. Consider and act upon an agreement to become a member of the National Cooperative Purchasing Alliance (NCPA) purchasing agreement. (Johnson)
- E. Consider and act upon appointments to City Boards, Commissions and Development Corporations. (Faulkner)
- F. Consider and act to authorize the City Manager to execute an agreement with TxDOT for Furnishing, Installing and Maintaining the Traffic Signal Preemption Equipment. (Johnson)
- G. Consider and act upon a Landscape Maintenance Agreement between the City of Celina, Texas and the Texas Department of Transportation for TX-289 (Preston Rd) and hereby authorizing the City Manager of the City of Celina, Texas, to sign such agreement. (Johnson)
- H. Consider and act upon a Task Order Authorization by and between the City of Celina and Halff Associates for Professional Services related to GIS. (Johnson)
- I. Consider and act upon a contract change order by and between the City of Celina and Raba Kistner for Easement Acquisition Services for the Southeast Sector Sewer Project. (Johnson)
- J. Consider and act to authorize the City Manager to execute an agreement with Denton County to partially fund the construction of Mobberly Bridge. (Johnson)
- K. Consider and act upon a contract by and between the City of Celina and Garver, LLC for Professional Services related to GIS. (Johnson)

- L. Consider and act upon a contract change order by and between the City of Celina and Pacheco Koch for the Engineering Design for the Southeast Sector Sewer Project. (Johnson)
- M. Consider and act to authorize the City Manager to execute an agreement with NTTA and Collin County for Dallas North Tollway ROW utility crossings. (Johnson)
- N. Consider and act on a Construction Plat for Light Farms Phase 6, The Grange Neighborhood, being a ± 17.78 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167 and the John Ragsdale Survey, Abstract No. 734, and containing forty-nine (49) residential lots and six (6) common area lots. (Light Farms-The Grange) (Liebman)
- O. Consider and act on a Construction Plat for Light Farms, Maydelle Neighborhood, Phase 2, ± 15.457 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167 and the John Ragsdale Survey, Abstract No. 734, and containing thirty-six (36) residential lots and three (3) common area lots. (Light Farms-Maydelle) (Liebman)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing, consider testimony and act upon a resolution regarding the dissolution of an existing Public Improvement District (PID) for Sutton Fields, a ± 494.29 acre tract of land. The property is generally located north of Parvin Road, east of FM 1385 and west of Smiley Road. (Sutton Fields) (Liebman)
- B. The Celina City Council will conduct a public hearing to consider testimony and take action upon a resolution authorizing and creating The Sutton Fields II Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code, a ± 622.779 acre tract of land generally located north of Parvin Road, east of FM 1385 and west of Smiley Road. (Sutton Fields PID II) (Liebman)
- C. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of an approximate 494.883 acre tract of land. The property is generally located at the northeast corner of Parvin Road and FM 1385. (Sutton Fields) (Liebman)
- D. The Celina City Council will conduct a public hearing to consider testimony and take action regarding an Extra Territorial Jurisdiction Development Agreement by and between the City of Celina, Texas and the property owners of Wells North. The property is a ± 244.1 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and is generally located south of CR 88, east of Carter Ranch, north of CR 83, and approximately 1,350 feet west of the future alignment of Coit Road. (Wells North) (Liebman)
- E. The Celina City Council will conduct a public hearing to consider testimony and act upon a zoning amendment request from an AG-Agricultural District to a PD-Planned Development District, with SF-R, Single Family Residential base zoning on a ± 2.521 acre tract of land situated in the M.E.P. & P.R.Y. Co. Survey, Abstract No. 644, Celina, Texas. The property is located at the northwest corner of Sunset Blvd (CR 56) and Utah Drive. (Westgate Section 4) (Liebman)

- F. The Celina City Council will conduct a public hearing to consider testimony and take action on a zoning amendment request for a ±4.00 acre tract of land from an AG-Agricultural zoning district to an R/O-Retail/Office zoning district. The tract is generally located on the east side of Preston Road, approximately 700 feet south of Sunset Boulevard. (Keller Williams) (Liebman)
- G. The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding an involuntary annexation of the portion of CR 83 right-of-way adjacent to Wells South, a ±11.05 acre strip of land situated in the William Wilhite Survey, Abstract No. 1002, the Lindsey Lewis Survey, Abstract No. 532, and the Jonathan Westover Survey, Abstract No. 1030. (CR 83 Annexation) (Liebman)
- H. The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding the involuntary annexation of the portion of CR 84 right-of-way adjacent to Wells South, a ±4.203 strip of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the McKinzie Wilhite Survey, Abstract No. 1008. (CR 84 Annexation) (Liebman)
- I. The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding the voluntary annexation of a ±1.60 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Tract 2-1 and a ±3.26 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Tract 2. The properties are generally located east of SH 289 (Preston Road), west of CR 97, south of CR 104 and north of CR 100, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Littell Outparcels) (Liebman)
- J. The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding proposed involuntary annexations of .589 acres situated in the Thomas Stayton Survey, Abstract 0805, Tract 3; 1.07 acres situated in the Collin County School Land #15 Survey, Abstract 0170, Blk 2, Tract 1; and 3.5 acres situated in the Collin County School Land #14 Survey, Abstract 0167, Blk 1, Tract 2. (Liebman)
- K. The Celina City Council will conduct a public hearing to consider testimony and take action regarding amendments to the City's Code of Ordinances Chapter 14: Zoning, Article 14.05: Development Standards and Use Regulations, Division 2: Off-Street Parking and Loading Requirements, to amend Section 14.05.043, Nonresidential and Multiple Family Districts – Special Off-Street Parking Provisions. (Zoning Ordinance Amendment) (Liebman)

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday, November 10, 2015 at 6:00 PM & Tuesday, November 10, 2015 at 6:05 PM) for public hearings on the proposed involuntary annexations of Rolling Meadows Estates being 51.418 acres situated in the Coleman Watson Survey Abstract No. 945 and encompassing 44 lots. (Liebman)
- B. Consider and act upon a Resolution of the City Council 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, and within the Extra Territorial 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. (Liebman)

- C. Consider and act upon a two year agreement with Focused Advocacy for legislative consultant services in the amount of \$90,000.00. Foreman
- D. Consider and act upon an ordinance approving the Reinvestment Zone Number Three, City of Celina, Texas Final Project and Finance Plan for Wells South. (Wells South) (Liebman)
- E. Consider and act upon an ordinance approving the Reinvestment Zone Number Three, City of Celina, Texas Reimbursement Agreement for Wells South. (Liebman)
- F. Consider and act upon a resolution determining the cost of authorized improvements, calling for a public hearing for November 10, 2015 on the PID Levy and Assessment, approving the preliminary Service Assessment Plan and proposed assessment roll, and directing notice of the November 10, 2015 public hearing for Wells South Public Improvement District, generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83 (Coit Road); consisting of a ±400.5 acre tract of land, setting a levy and assessment date for November 10, 2015. (Wells South) (Liebman)
- G. Consider and act upon a resolution of the City of Celina, Texas, approving the form and authorizing the distribution of a preliminary official statement for the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) and approving the form and authorizing the distribution of a Preliminary Official Statement for the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project); and resolving other matters incident and related thereto. (Liebman)

X. ADJOURNMENT:

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

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

Date Notice Removed



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: October 13, 2015
Re:

Action Requested:

Department Update for Engineering and Public Works (Johnson)

Supporting Documents:

Report

Staff Recommendation:



Department of Engineering and Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: **Gabe Johnson, PE, PH, CFM, GISP** – Director of Engineering and Public Works
CC: **Mike Foreman**, City Manager
Date: October 13, 2015
Re: Public Works Activity Report – September 2015

Action Requested:

This is an executive summary for review, informational, and statistical purposes.

Engineering Projects:

- Creeks of Legacy Off-Sites – Phase 2 Off-Sites have been submitted for plan review.
- Fire Station is complete
- SE Sector Water and Sewer – Water project has been bid, Sewer will be bid in 4 phases. Phases 1 and 2 have been bid and Phase 3 and 4 will be bid on August 18th. Initial easement offers for water and sewer have gone out. Still working to secure the easements needed for construction.
- Ash Street – Planned to be opened by end of October.
- Willock Hills – Engineering and survey contract has been approved. Preliminary engineering and survey have been completed.
- Celina Parkway Alignment – Still working with property owners.
- CIP – Developing costs for FY16 roadway improvement projects.
- Special Events – Balloon Fest and Fun Day
- Keller Williams Sewer Extension – Working on agreement with owner and engineer to begin the engineering and survey.
- Traffic Signals at Carter Ranch and Sunset – Carter Ranch is working and Sunset is under testing. Opticomms have been installed at both locations and is going to be installed at CR 88.
- Water System – Water department has been working overtime to address the major leaks and system issues that are present in the system.
- SH 289 – Drainage is complete. Phase 2 paving is currently underway and to be completed in November 2015. Phase 2 anticipated to be open to traffic in January 2016.

Construction Inspections:

- Sunset/Utah
 - o Still needing force main to be completed and tested and a portion of 8 inch water main needs to be lowered at bar ditch. GTI will be removing a panel of pavement in order to find a lost valve.
- Parkside Phase 1
 - o Lift station installation is 85% Wet and Dry wells have been installed and a portion of force main.
- Ash Street Rehab
 - o Sanitary sewer 95% complete. Still need to remove a portion of pavement to raise one manhole to grade that was paved over.
 - o Storm Sewer pipe 95%, have to lower a section of storm at New Mexico. Inlets 75% poured, box culvert is complete Road construction, 85% waiting for electrical poles and one fire hydrant to be relocated.
 - o Estimating completion of 90% by October 16 As of September 30 we are on day 241.
- Light Farms Phase 5
 - o Water is 85% complete
 - o Sanitary sewer is 90% complete
- Creeks of Legacy off-site
 - o Water is complete
 - o Sanitary sewer is complete
 - o Storm drain is 90% complete
 - o Frontier paving is 90% still need to put asphalt transitions at both ends. And remove rock Road.
 - o Doe Branch paving 85%
- Creeks of Legacy Phase 1A
 - o Water is complete
 - o Sewer is 95% complete
 - o Storm drain is 90% complete
 - o Paving has started.
- Creeks of Legacy Phase 1B
 - o Water is complete
 - o Sewer is complete

- o Storm drain is complete
 - o Paving is complete
 - o Franchise utilities are installing gas and electric
- Creeks of Legacy Phase 1C
 - o Water is 95% complete
 - o Sewer is 95% complete
 - o Storm drain is 90% complete
 - o Paving is complete
 - o Franchise will be moving in
- Lakes at Mustang Ranch
 - o Sanitary sewer is 90% complete
 - o Water is 85% complete
 - o Storm drain is 75% complete
 - o Paving has started
- O'Reilly's
 - o No work performed on public improvements this month
- Carter Ranch Phase 2
 - o Water is 0% complete
 - o Sanitary sewer is 10% complete
 - o Drainage is 0% complete
 - o Paving is 0% complete
 - o Franchise is 0% complete

Public Works:

- **Water Treatment:**
 - o Produced from wells: 11,631,000 gallons
 - o Purchased from Upper Trinity: 50,875,000 gallons
 - o Total production: 62,506,000 gallons.
 - o Water peak day: 2.768 MGD
- **Water distribution:**
 - o 10 leaks repaired
 - o 8 samples
 - o 180 residuals
 - o 30 dead end flushes
- **Water meters:**
 - o 48 meters installed
 - o 41 meters replaced
 - o 44 investigations
- **Wastewater Treatment:**
 - o Treated wastewater: 7.892 million gallons
 - o Treated wastewater peak day: 0.340 MGD
 - o Treated wastewater average day: 0.263 MGD
 - o Total rainfall: 0.4 inches
- **Wastewater Collections:**
 - o Performed 59 video inspections
 - o 8 re-inspections
 - o 11 service calls
 - o Performed 7 sewer repairs
 - o Installed 2 new taps
- **Streets:**
 - o 7.00 tons of asphalt used for patching/repairs
 - o Delivered 50 trash cans
 - o 45 stop/street signs installed or replaced
 - o Hauled spoil and scrap from Downtown Pump Station
 - o Regraded access to Willock Hills Lift Station
 - o Assisted Water, Meter, Police, and Fire Departments
 - o Provided traffic control for homecoming parade
- **Total completed work orders: Total 329**

Additional supporting documents are available upon request. Thank you for your consideration of this item. if I can be of any support, please contact me on at 972-382-2682 Ext 1081, or by email at Gjohnson@celina-tx.gov.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: October 13, 2015
Re: Review of Home Based Business Regulations

Action Requested:

Home Occupations Regulations

Background Information:

Review of Home Based Business Regulations

Staff Recommendation:



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: October 13, 2015
Re: Old Celina Limited Development Agreement

Action Requested:

Development of Old Celina Municipal Management District and requested Development Agreement.

Staff Recommendation:



**NOTICE OF
CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS 302 W. WALNUT ST., CELINA, TX 75009
MONDAY, AUGUST 31, 2015 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE OF QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Wayne Nabors	City of Celina	Place 2	Absent	
Carmen Roberts	City of Celina	Place 4	Absent	
Lori Vaden	City of Celina	Place 5	Present	
Chad Anderson	City of Celina	Place 6	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Erik Geiger	City of Celina	Place 1	Absent	
Sean Terry	City of Celina	Mayor	Present	

II. CONSENT AGENDA:

Mayor Terry called the meeting to order at 5:19 PM. Mayor Terry pulled item E from the Consent Agenda. Item E was not considered or acted upon.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Vaden, Anderson, Hopkins
ABSENT:	Nabors, Roberts, Geiger

- A. Consider and act on an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 2.995 acre tract of land located in the Samuel Queen Survey, Abstract Number 731, Collin County, Texas, being all of a ±2.995 Acre Tract Of Land Conveyed To Lawrence T. Brenner In instrument number 0020610000827790 of the deed records of Collin County, Texas, such tract is generally located east of SH 289 (Preston Road), north of E. Sunset Blvd and west of County Road 90 and south of FM 455. (Kerr Inn) (Liebman)
- B. Consider and act on an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 4.00 acre tract of land located in the Collin County School Land Survey #14, Abstract Number 167, Block 1, Tract 26, of the Real Property Records of Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, such tract is generally located on the east side of Preston Road, approximately 700 feet south of Sunset Boulevard. (Liebman)

- C. Consider and act on an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 114.1 acre tract of land located in the Richard Alderson Survey, Abstract Number 7, Collin County, Texas, being all of a $\pm$ 114.1 acre tract of land conveyed to Jerry Glen Hansel and wife, Sally Haggard Hansel in Document Number 92-0077846 of the Real Property Records of Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, such tract is generally located east of County Road 6 (Legacy Drive), north of County Road 7 and west of County Road 50. (Cambridge Crossing) (Liebman)
- D. Consider and act on an ordinance of the City of Celina, Texas, adopting the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 6.027 acre tract of land located in the Collin County School Land Survey #14, Abstract Number 167, Collin County, Texas, and being more particularly described by metes and bounds in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and incorporated herein, such tract is generally located generally located on the west side of Preston Road and north of CR 5 (Frontier Parkway).(Hallford Annexation) (Leibman)
- E. Consider and act to institute the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately $\pm$ 400.5 acre tract of land W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas; such tract is generally located north of FM 1461 (Frontier Parkway), south and west of CR 84, and east of CR 83 (Coit Road), within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells South) (Liebman)

III. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 5:23 PM.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Aug 31, 2015 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL PUBLIC HEARING AND SPECIAL MEETING
CELINA COUNCIL CHAMBERS 302 W. WALNUT ST., CELINA, TX 75009
TUESDAY, SEPTEMBER 1, 2015 AT 6:00 PM**

MINUTES

I. CALL TO ORDER:

Mayor Terry called the meeting to order at 6:00 PM.

Attendee Name	Organization	Title	Status	Arrived
Wayne Nabors	City of Celina	Place 2	Absent	
Carmen Roberts	City of Celina	Place 4	Absent	
Lori Vaden	City of Celina	Place 5	Absent	
Chad Anderson	City of Celina	Place 6	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Erik Geiger	City of Celina	Place 1	Present	
Sean Terry	City of Celina	Mayor	Present	

II. PUBLIC HEARING:

Mayor Terry opened the hearing. No public comment was received. Mayor Terry closed the hearing.

1. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed 2015 Ad Valorem (property tax) rate for the City of Celina. Toutouchian

III. CONSENT AGENDA:

RESULT: ADOPTED [UNANIMOUS]
MOVER: Chad Anderson, Place 6
SECONDER: Andy Hopkins, Place 3
AYES: Anderson, Hopkins, Geiger
ABSENT: Nabors, Roberts, Vaden

1. Consider and act upon approval of the 2015 Annual Service Plan Update including the collection of the 2015-16 Annual Installments for the Creeks of Legacy Public Improvement District. Toutouchian
2. Consider and act upon approval of the 2015 Annual Service Plan Update including the collection of the 2015-16 Annual Installments for the Lakes at Mustang Ranch Public Improvement District. Toutouchian

IV. ADJOURN:

There being no further comment Mayor Terry closed the meeting at 6:02 PM.

Minutes Acceptance: Minutes of Sep 1, 2015 6:00 PM (Minutes Approval)

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Sep 1, 2015 6:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL SPECIAL MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, SEPTEMBER 8, 2015 AT 4:30 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE OF QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Wayne Nabors	City of Celina	Place 2	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Lori Vaden	City of Celina	Place 5	Present	
Chad Anderson	City of Celina	Place 6	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Erik Geiger	City of Celina	Place 1	Present	
Sean Terry	City of Celina	Mayor	Present	

Mayor Terry called the meeting to order at 4:30 PM.

II. DISCUSSION:

A. Discussion regarding opportunities and challenges related to creating a Gigabit City.

Executive Director of the Celina Economic Development Corporation Corbett Howard introduced Board Member Scott Stawski. Mr. Stawski explained to the City Council what Gigabit Cities are and the economic opportunities available to Celina should they choose to implement a program. Mr. William Hadala, CEO of I Wire 365 continued the presentation with some additional technical information.

B. Discussion regarding Celina Economic Development Corporation FY 2015/2016 Budget.

Economic Development President Kyle Rose presented the highlights of their proposed FY 2015/2016 budget to the City Council.

III. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 4:59 PM.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Sep 8, 2015 4:30 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL REGULAR MEETING
FIRST UNITED METHODIST CHURCH 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, SEPTEMBER 8, 2015 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

Attendee Name	Organization	Title	Status	Arrived	Departed
Wayne Nabors	City of Celina	Place 2	Present		
Carmen Roberts	City of Celina	Place 4	Present		6:24 PM
Lori Vaden	City of Celina	Place 5	Present		
Chad Anderson	City of Celina	Place 6	Present		
Andy Hopkins	City of Celina	Place 3	Present		
Erik Geiger	City of Celina	Place 1	Present		
Sean Terry	City of Celina	Mayor	Present		

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Certificate of Excellence in Planning. Liebman

Mayor Terry presented the Certificate of Excellence to the planning department.

B. Engineering Update, Stormwater Utility Fees. Johnson

Trey Shanks with Freese and Nichols Engineering presented the Study.

C. Budget/Tax Rate Presentation. Toutounchian

III. EXECUTIVE SESSION:

The City Council convened into executive session at 5:47 PM with City Manager Mike Foreman and City Attorney Trey Sargent.

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

A. Cary T. Carroll vs. City of Celina

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

City Council reconvened into open session at 6:10 PM. Councilman Nabors moved to ratify actions as discussed in executive session.

Minutes Acceptance: Minutes of Sep 8, 2015 5:00 PM (Minutes Approval)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

IV. PLEDGE OF ALLEGIANCE/INVOCATION 6:00 PM:

Mayor Terry led the pledges of allegiance. Corbett Howard gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. Lieutenant Tony Griggs Masters Degree Recognition
- B. Library Card Sign-Up Month Proclamation
- C. Constitution Week Proclamation
- D. Childhood Cancer Awareness Month Proclamation

VI. OPEN FORUM:

No public comment was received.

VII. CONSENT AGENDA:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Chad Anderson, Place 6
AYES:	Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

A. Minutes Approval:

- 1. City Council - Regular Meeting - Aug 11, 2015 5:00 PM
- 2. City Council - Public Hearing and Special Meeting - Aug 25, 2015 6:00 PM
- B. Consider and act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the City Manager of the City of Celina, Texas, to execute a License, Indemnification and Hold Harmless Agreement by and between the City of Celina and Old Celina LTD., Rex Glendenning, Sherese Glendenning, Clay Glendenning, Alex Snodgrass, and Madison Glendenning for setting up and launching a fireworks display for Celina and its guests, patrons and invitees. Montgomery

Minutes Acceptance: Minutes of Sep 8, 2015 5:00 PM (Minutes Approval)

- C. Consider and act upon a resolution of the City Council of The City of Celina, Texas, authorizing the Texas Coalition for Affordable Power, INC. (TCAP) to negotiate an electric supply agreement for three years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing City Manager to execute an electric supply agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2020 and to honor the City's commitments to purchase power for its electrical needs in 2018 through 2020 through TCAP (Foreman)
- D. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement between the City of Celina and 9.8 Partners Ltd. Liebman
- E. Consider and act to authorize the City Manager to sign a Chapter 43 Pre-Annexation agreement between the City of Celina and Light Brothers Partnership.
- F. Consider and act to authorize the City Manager to execute an agreement with NTTA and Collin County for Dallas North Tollway ROW utility crossings.
- G. Consider and act upon a petition for annexation and set public two hearing dates on October 13, 2015 at 6:05 p.m. and October 13, 2015 at 6:05 p.m. for a 1.60 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Tract 2-1; and a 3.26 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Tract 2 the properties are generally located east Of SH289 (Preston Road), west of CR 97, south of CR 104 and north of CR 100, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Littell Outparcels) Liebman

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and receive public input regarding the proposed FY2015/2016 City Budget. Toutounchian

Public Hearing items were taken in the following order: Item B, Item D, Action Item R, Item D, Item C, Item E and Item F.

Mayor Terry opened the hearing for Item A. Dale Bainum of 3521 Heritage Trail asked where the proposed stormwater fees, and the fee he pays on his electric bill show up in the budget. City Manager Mike Foreman stated these fees were in general revenues. Mayor Terry closed the hearing at 6:31 PM.

- B. The Celina City Council will conduct a public hearing to consider testimony and take action regarding the amended and restated Development Agreement by and between the City of Celina, Texas and Hillwood Communities for Wells South. The property is a ±403.34 acre tract of land generally north of FM 1461 (Frontier Parkway), east of CR 83 (Coit Road) and south and west of CR 84, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. The property is generally located on the north side of FM 1461 (Frontier Parkway), east of CR 83 and south and west of CR 84. (Wells South) (Liebman)

Mayor Terry opened the hearing. Daile Bainum of 3521 Heritage Trail asked what changes were made to the development agreement. City Attorney Julie Fort mentioned the deadline to close, approval of a series of PID bonds, larger residential lots (70') on the west side of the development adjacent to residents and updated engineering information on water and sewer lines. Mayor Terry closed the hearing at 6:24 PM. Councilwoman Roberts left the meeting at this time.

Minutes Acceptance: Minutes of Sep 8, 2015 5:00 PM (Minutes Approval)

RESULT: APPROVED [UNANIMOUS]
MOVER: Carmen Roberts, Place 4
SECONDER: Andy Hopkins, Place 3
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

- C. The Celina City Council will conduct a public hearing to consider testimony and take action regarding a Development Agreement by and between the City of Celina, Texas and the Cambridge Company for The Parks at Wilson Creek. The property is a ±669 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. The property is located north and south of the future alignment of Carl Darnall Parkway (formerly Sunset Boulevard), east of the future alignment of Coit Road, and north of the future alignment of the Collin County Outer Loop. (Parks at Wilson Creek) (Liebman)

Mayor Terry opened the hearing. Dale Bainum of 3521 Heritage Trail suggested the city add Gigabit accommodations in development agreements. Mayor Terry closed the hearing at 6:36 PM. Mayor Pro Tem Anderson moved to approve with recommendations (per staff report).

RESULT: APPROVED [UNANIMOUS]
SECONDER: Chad Anderson, Place 6
AYES: Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT: Roberts

- D. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±400.524 acre tract of land located in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030; Collin County, Texas. The property is generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83. (Wells South) (Liebman)

Councilman Hopkins moved to table and continue the hearing to the September 17th special meeting.

RESULT: TABLED [UNANIMOUS] **Next: 9/17/2015 5:00 PM**
MOVER: Andy Hopkins, Place 3
SECONDER: Chad Anderson, Place 6
AYES: Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT: Roberts

- E. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed Tax Increment Reinvestment Zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±113.548 acre tract of land. The property is generally located west of SH 289 (Preston Road), north of Frontier Parkway (CR 5), south and east of CR 53. (Ownsby Farms) (Liebman)

Mayor Terry recused himself from the meeting at this time (6:36 PM) due to a conflict of interest. Mayor Pro Tem Anderson opened the hearing. Dale Bainum of 3521 Heritage Trail said it seemed to him that this action puts the cart before the horse since no one lives here. City Attorney Julie Fort explained the TIRZ is a cost share for infrastructure. Mayor Pro Tem Anderson closed the hearing at 6:41 PM.

- F. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±494.883 acre tract of land. The property is generally located at the northeast corner of Parvin Road and FM1385. (Sutton Fields) (Liebman)

Councilman Hopkins moved to table the hearing and continue to the October 13th regular meeting.

RESULT:	TABLED [UNANIMOUS]	Next: 10/13/2015 5:00 PM
MOVER:	Andy Hopkins, Place 3	
SECONDER:	Erik Geiger, Place 1	
AYES:	Nabors, Vaden, Anderson, Hopkins, Geiger	
ABSENT:	Roberts	

IX. ACTION ITEM:

- A. Consider and act upon a resolution of the City of Celina, Texas ratifying and approving the fiscal year 2015/2016 budget for the Celina Economic Development Corporation. (Toutouchian)

Action Items were taken in the following order: Item R was taken during the public hearing portion, Item F, Item G, Item H, Item M, Item N, Item O, Item Q, Item A, Item B, Item C, Item D, Item E, Item I, Item J, Item K, Item L, Item P. (Mayor Terry recused himself from items F, G, H, M, N, O and Q).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chad Anderson, Place 6
SECONDER:	Lori Vaden, Place 5
AYES:	Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT:	Roberts

- B. Consider and act upon a resolution of The City of Celina, Texas ratifying and approving the fiscal year 2015-2016 budget for the Celina Community Development Corporation; and providing an effective date. Toutouchian

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT:	Roberts

- C. Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year beginning October 1, 2015, and ending September 30, 2016, and making appropriations for each department, project and account; providing for expenditures of funds; providing for filing of documents. Roll Call Vote Toutouchian

Mayor Terry called the question on Item C with a roll call vote.

Minutes Acceptance: Minutes of Sep 8, 2015 5:00 PM (Minutes Approval)

RESULT: APPROVED [UNANIMOUS]
AYES: Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT: Roberts

- D. Consider and act upon ratification of a property tax rate increase reflected in the FY2015 budget.
 Roll Call Vote

Mayor Terry called the question on item D with a roll call vote.

RESULT: ADOPTED [UNANIMOUS]
AYES: Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT: Roberts

- E. Consider and act upon an ordinance of the City of Celina, Texas, fixing and levying municipal Ad Valorem taxes for the fiscal year beginning October 1, 2015 and ending September 30, 2016, and for each fiscal year thereafter until otherwise provided, at a rate of \$.645 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the city; this tax rate will raise more taxes for maintenance and operations than last year's tax rate; the tax rate will effectively be raised by 11.22 percent and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$0.77; directing the assessment thereof to provide revenues for the payment of current operation and maintenance expenses and indebtedness of the city; providing for due and delinquent dates together with penalties and interest; providing for collection by the Collin and Denton county tax assessor/collector. Roll Call Vote Toutouchian

Mayor Pro Tem Anderson moved that the property tax rate be increased by the adoption of a tax rate of 0.645000, which is effectively an 11.03 percent increase in the tax rate. Mayor Terry called the roll for a vote.

RESULT: APPROVED [UNANIMOUS]
MOVER: Chad Anderson, Place 6
SECONDER: Lori Vaden, Place 5
AYES: Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT: Roberts

- F. Consider and take action on a Final Plat for Clear Creek Parkway and Doe Branch Boulevard, being ±14.097 acres situated in the William Davenport survey, Abstract No. 262, and the F.D. Gary survey Abstract No. 361 The property is generally located north of Frontier Parkway, west of the Dallas North Tollway east of the Denton/Collin County Line, and South of County Road 7. (Creeks of Legacy)

RESULT: APPROVED [UNANIMOUS]
MOVER: Lori Vaden, Place 5
SECONDER: Andy Hopkins, Place 3
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

- G. Consider and take action on a Final Plat for Creeks of Legacy Model Home Park, being ±2.712 acres situated in the William Davenport survey, Abstract No. 262, and the F.D. Gary survey Abstract No. 361, and containing nine (9) residential lots. The property is generally located north of Frontier Parkway, west of the Dallas North Tollway east of the Denton/Collin County Line, and South of County Road 7. (Creeks of Legacy)

RESULT: APPROVED [UNANIMOUS]
MOVER: Erik Geiger, Place 1
SECONDER: Lori Vaden, Place 5
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

- H. Consider and take action on a Final Plat for Creeks of Legacy Phase 1B, being ±14.097 acres situated in the William Davenport survey, Abstract No. 262, and the F.D. Gary survey Abstract No. 361, and containing 115 residential lots and 5 open space lots. The property is generally located north of Frontier Parkway, west of the Dallas North Tollway east of the Denton/Collin County Line, and South of County Road 7. (Creeks of Legacy)

Councilwoman Vaden moved to approve Item H with the correction on the land to 30.428 acres.

RESULT: APPROVED [UNANIMOUS]
MOVER: Lori Vaden, Place 5
SECONDER: Andy Hopkins, Place 3
AYES: Nabors, Roberts, Vaden, Anderson, Hopkins, Geiger

- I. Consider and Act upon a resolution of the City Council of the City of Celina, Texas, hereby authorizing the City Manager to execute an agreement between the City of Celina, Texas and JP Morgan Chase regarding Purchasing Cards for City Departments with a limit not to exceed \$200,000 annually. (Toutouchian)

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Chad Anderson, Place 6
AYES: Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT: Roberts

- J. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday October 13, 2015 at 6:00 PM & Tuesday October 13, 2015 at 6:05 PM) for public hearings on the proposed annexations of .589 Acres situated in the Thomas Stayton Survey, Abstract 0805, tract 3; , 1.07 Acres situated in the Collin County School Land #15 Survey, Abstract 0170, Blk 2, Tract 1; and 3.5 acres situated in the Collin County School Land #14 Survey, Abstract 0167, Blk 1, Tract 2.

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Lori Vaden, Place 5
AYES: Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT: Roberts

- K. The Celina City Council will consider testimony and take action regarding an amendment to the City's Code of Ordinances Chapter 12: Traffic and Vehicles; Article 14.03: Operation of Vehicles; Division 1: Generally; Section 12.03.001 Golf Carts. (Liebman)

RESULT:	APPROVED [4 TO 1]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Vaden, Anderson, Hopkins, Geiger
NAYS:	Nabors
ABSENT:	Roberts

- L. Consider and act to authorize staff to move forward with the development of a draft stormwater utility ordinance and fee resolution for Council consideration of adoption, subsequent to a Public Hearing for each. Direct staff to publish three (3) times in a paper of local community circulation, beginning at least 30 days prior to the Public Hearings, the draft ordinance and fee resolution. Prepare for implementation of the stormwater utility fee on or after January 1, 2016, pending Council approval.

Councilman Hopkins moved to approve Item L with a service level of 3 and no exemptions at this time.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Chad Anderson, Place 6
AYES:	Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT:	Roberts

- M. Consider and act upon a resolution accepting a petition from CADG Sutton Fields, LLC, a Texas limited liability company, seeking to dissolve the existing Sutton Fields Public Improvement District (PID), calling for a public hearing and directing the statutory notices to be given. The property, Sutton Fields, is a ±510.80 acre tract of land located in the F. Wilkerson Survey, Abstract Number 1411, H. Rue Survey, Abstract Number 1111, T. Cox Survey, Abstract Number 309, J. Rue Survey, Abstract Number 1109, and the C. Jackson Survey, Abstract Number 1546, Denton County, Texas. The Property Is Generally Located At The Northeast Corner Of Parvin Road and FM1385. (Sutton Fields) (Liebman)

Councilman Hopkins moved to approve Item M with different acreage (approximately 494 acres).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Erik Geiger, Place 1
AYES:	Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT:	Roberts

- N. Consider and act upon a resolution accepting a petition from CADG Sutton Fields, LLC, a Texas limited liability company, seeking to create a new Sutton Fields Public Improvement District II, calling for a public hearing on October 13, 2015 and directing the statutory notices to be given. The current ±510.80 acre tract of land, Sutton Fields, will incorporate an additional ±128 acre tract of land into the new PID boundary. The tracts of land are located in the F. Wilkerson Survey, Abstract Number 1411, the H. Rue Survey, Abstract Number 1111, the J. Rue Survey, Abstract Number 1109, the T. Cox Survey, Abstract Number 309, the C. Jackson Survey, Abstract Number 1546, Denton County, Texas and the Thomas H. McIntyre Survey, Abstract Number 903, Denton County, Texas. The property is generally located on the east side of FM 1385, north of Parvin Road and south of FM 428. (Sutton Fields II PID) (Liebman)

Minutes Acceptance: Minutes of Sep 8, 2015 5:00 PM (Minutes Approval)

Councilman Geiger moved to approve with amended acreage of approximately 622 acres and direct staff for necessary notices.

RESULT: APPROVED [UNANIMOUS]
MOVER: Erik Geiger, Place 1
SECONDER: Andy Hopkins, Place 3
AYES: Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT: Roberts

- O. Consider and take action on a Construction Plat for Carter Ranch Phase IIC-2, being ±26.536 acres situated in the Shelby Glass Survey, Abstract No. 346, and containing seventy (70) residential lots and five (5) common area lots. The property is generally located south of County Road 88, east of Preston Road “SH 289” west of County Road 86, and north of Cripple Creek Drive. (Carter Ranch)

RESULT: APPROVED [UNANIMOUS]
MOVER: Lori Vaden, Place 5
SECONDER: Erik Geiger, Place 1
AYES: Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT: Roberts

- P. Consider and act upon a sixth amendment to the Amended and Restated Development Agreement with Light Farms regarding sex offender residency restrictions.

RESULT: APPROVED [UNANIMOUS]
MOVER: Lori Vaden, Place 5
SECONDER: Chad Anderson, Place 6
AYES: Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT: Roberts

- Q. Consider and institute the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 127.897 acre tract of land located in the Thomas H. McIntyre Survey, Abstract Number 903, Denton County, Texas; such tract is generally located on the east side of FM 1385, north and west of Crutchfield Road and south of FM 428. (Denton County) (Liebman)

Councilman Geiger moved to institute the annexation process for action Item Q. (Future Sutton Fields)

Minutes Acceptance: Minutes of Sep 8, 2015 5:00 PM (Minutes Approval)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erik Geiger, Place 1
SECONDER:	Wayne Nabors, Place 2
AYES:	Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT:	Roberts

- R. Consider and act to institute the annexation of certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately ± 400.5 acre tract of land W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030, Collin County, Texas, being all of a called 18.531 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 478, all of a called 127.069 acre tract of land and a called 26.99 acre tract of land described in a Special Warranty Deed to The George White Limited Partnership recorded in Volume 5834, page 461, and all of a called 214.659 acre tract of land described in Special Warranty Deeds to The George White Limited Partnership recorded in Volume 5834, page 483, Volume 5834, Page 488, Volume 5834, Page 493, Volume 5834, Page 498, Volume 5834, Page 503 and Volume 5946, Page 693, all of the Official Public Records of Real Property of Collin County, Texas; such tract is generally located north of FM 1461 (Frontier Parkway), south and west of CR 84, and east of CR 83 (Coit Road), within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wells South) (Liebman)

Councilman Nabors moved to institute the annexation process for Wells South.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Chad Anderson, Place 6
AYES:	Nabors, Vaden, Anderson, Hopkins, Geiger
ABSENT:	Roberts

X. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 7:18 PM

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Sep 8, 2015 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL PUBLIC HEARING AND SPECIAL MEETING
CELINA COUNCIL CHAMBERS 302 W. WALNUT ST., CELINA, TX 75009
THURSDAY, SEPTEMBER 17, 2015 AT 5:00 PM**

MINUTES

I. CALL TO ORDER:

Attendee Name	Organization	Title	Status	Arrived
Wayne Nabors	City of Celina	Place 2	Present	
Carmen Roberts	City of Celina	Place 4	Absent	
Lori Vaden	City of Celina	Place 5	Absent	
Chad Anderson	City of Celina	Place 6	Absent	
Andy Hopkins	City of Celina	Place 3	Present	
Erik Geiger	City of Celina	Place 1	Present	
Sean Terry	City of Celina	Mayor	Present	

Mayor Terry called the meeting to order at 5:10 PM.

II. PUBLIC HEARING:

- A. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of a ±400.524 acre tract of land located in the W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030; Collin County, Texas. The property is generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83. (Wells South) (Liebman)

Mayor Terry opened the hearing. No public comment was received. Mayor Terry closed the hearing at 5:10 PM.

III. ACTION ITEMS:

- A. Consider and act upon a resolution of the City Council of the City of Celina, Texas, authorizing the use of facsimile signatures by authorized signators on checks and drafts on all city accounts. Toutouchian

Minutes Acceptance: Minutes of Sep 17, 2015 5:00 PM (Consent Agenda)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Andy Hopkins, Place 3
AYES: Nabors, Hopkins, Geiger
ABSENT: Roberts, Vaden, Anderson

- B. Consider all matters incident and related to the issuance and sale of “City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015,” including the adoption of an ordinance authorizing the issuance of such certificates of obligation and approving and authorizing related agreements. (Liebman)

RESULT: APPROVED [UNANIMOUS]
MOVER: Andy Hopkins, Place 3
SECONDER: Erik Geiger, Place 1
AYES: Nabors, Hopkins, Geiger
ABSENT: Roberts, Vaden, Anderson

- C. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, designating a contiguous geographic area within the City as a Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as the Wells South Reinvestment Zone Number Three, City of Celina, describing the boundaries of the zone; creating a Board of Directors for the Zone; establishing a Tax Increment Fund of the Zone; containing Findings related to the creation of the Zone; providing a date for the termination of the Zone; providing that the Zone take effect immediately upon passage of the Ordinance. The zone is comprised of a ±400.524 Acre Tract Of Land Located In The W. Wilhite Survey, Abstract No. 1002 and the Jonathan Westoven Survey, Abstract No. 1030; Collin County, Texas. (Liebman)

RESULT: APPROVED [UNANIMOUS]
MOVER: Erik Geiger, Place 1
SECONDER: Andy Hopkins, Place 3
AYES: Nabors, Hopkins, Geiger
ABSENT: Roberts, Vaden, Anderson

- D. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday October 13, 2015 at 6:00 p.m. and Tuesday October 13, 2015 at 6:05 p.m., 112 N. Colorado, Celina, Texas) for public hearings on the proposed annexation of the portion of CR 83 right-of-way adjacent to the annexation for Wells South, a ±11.05 acre strip of land situated in the William Wilhite Survey, Abstract No. 1002, the Lindsey Lewis Survey, Abstract No. 532, and the Jonathan Westover Survey, Abstract No. 1030. (Liebman)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Andy Hopkins, Place 3
AYES:	Nabors, Hopkins, Geiger
ABSENT:	Roberts, Vaden, Anderson

- E. Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday October 13, 2015 at 6:00 p.m. and Tuesday October 13, 2015 at 6:05 p.m., 112 N. Colorado, Celina, Texas) for public hearings on the proposed annexation of the portion of CR 84 right-of-way adjacent to the annexation for Wells South, a ±4.203 acre strip of land situated in the Jonathan Westover Survey, Abstract No. 1030, the Coleman Watson Survey, Abstract No. 945 and the McKinzie Wilhite Survey, Abstract No. 1008. (CR 84 ROW) (Liebman)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andy Hopkins, Place 3
SECONDER:	Wayne Nabors, Place 2
AYES:	Nabors, Hopkins, Geiger
ABSENT:	Roberts, Vaden, Anderson

IV. ADJOURN:

There being no further comment Mayor Terry adjourned the meeting at 5:20 PM.

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Sep 17, 2015 5:00 PM (Consent Agenda)



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: October 13, 2015
Re:

Action Requested:

Consider and act upon an agreement to become a member of the National Joint Powers Alliance (NJPA) purchasing agreement. (Johnson)

Background Information:

NJPA's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint Powers laws enable members to legally purchase through our awarded contracts.

NJPA offers Members contract purchasing solutions that are leveraged nationally to enable contracted suppliers and member agencies to work smarter and more efficient as they do business with each other. NJPA does this by establishing a business and service alliance between member buyers and contracted suppliers ensuring a valued and successful national cooperative contract program.

Located in Minnesota, NJPA is one of 9 Minnesota Service Cooperatives that offers programs for government and education members. NJPA successfully aid local members in the planning, development and provision of valued services in a vast array of fields.

NJPA Vision: The National Joint Powers Alliance provides member-centered solutions that enable Government, Education, and Non-Profit agencies to work more efficiently and leverages its resources to effectively re-invest in the communities we serve as an invaluable Service Cooperative partner.

NJPA Mission: To build valued relationships, deliver innovative solutions with integrity, and exceed the expectations of our members.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Membership in the National Joint Powers Alliance is free.

Legal Review:

NJPA advertises the posting of the RFP/RFQ in a manner that meets the state of Texas requirements.

Supporting Documents:

NJPA Agreement Form

Staff Recommendation:

Approve

COOPERATIVE PURCHASING ENROLLMENT AGREEMENT
PARTICIPATING MEMBER



NATIONAL JOINT POWERS ALLIANCE
COOPERATIVE PURCHASING ENROLLMENT AGREEMENT

This Agreement, made effective on the date hereof, by and between National Joint Powers Alliance® (hereinafter referred to as "NJPA") and _____ (hereinafter referred to as the "Participating Member").

Agreement

1. NJPA, a public entity created by Minnesota Statute 123A.21, has followed procurement procedures for products and/or services offered by this Agreement in accordance with Minnesota Statute §471.345. NJPA is permitted to engage in cooperative purchasing pursuant to Minnesota Statute 123A.21, subd. 7(23).
2. It is the sole responsibility of each Participating Member to follow their state and local procurement statutes and rules as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of- state public agencies.
3. NJPA makes their cooperative purchasing contracts available to Participating Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Participating Member. Participating Members are permitted to negotiate and agree to additional terms and conditions with NJPA Vendors directly.
4. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
5. The use of each contract by the Participating Member will adhere to the terms and conditions of the NJPA Contract.
6. Any dispute which may arise between the Participating Member and the NJPA Vendor are to be resolved between the Participating Member and the NJPA Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between NJPA and the Participating Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date hereof.

Member Name:

National Joint Powers Alliance®

By _____
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Its _____
TITLE

TITLE

DATE

DATE

Attachment: NJPA Agreement (1266 : NJPA Agreement)

COOPERATIVE PURCHASING ENROLLMENT AGREEMENT
PARTICIPATING MEMBER



ORGANIZATION INFORMATION (Required Information)**

Applicant Name: ** _____
Address: ** _____
City, State, Zip ** _____
Federal ID Number: _____
Contact Person: ** _____
Title: ** _____
E-mail: ** _____
Phone: _____
Website: _____

Please indicate an address to which your
Membership materials may be delivered.

Thank you.

APPLICANT ORGANIZATION TYPE(Required):

- ☐ Public or non-profit K-12
☐ Government or Municipality (please specify: _____)
☐ Public or non-profit Higher Education
☐ Other (please specify: _____)

I WAS REFERRED BY: (please specify)

- ☐ Advertisement _____
☐ Current NJPA Member _____
☐ Vendor Representative _____
☐ Trade Show _____
☐ NJPA Website _____
☐ Other _____

Completed applications may be returned to:

National Joint Powers Alliance ®
202 12TH Street NE
Staples, MN 56479

Duff Erholtz

Phone 218-894-5490
Fax 218-894-3045
E-mail duff.erholtz@njpacoop.org

Attachment: NJPA Agreement (1266 : NJPA Agreement)



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: October 13, 2015
Re:

Action Requested:

Consider and act upon an agreement to become a member of the National Cooperative Purchasing Alliance (NCPA) purchasing agreement. (Johnson)

Background Information:

NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

NCPA's Process

NCPA works with a lead public agency, who competitively solicits master contracts. Contracts are based on quality, performance, and most importantly pricing. These contracts are established using the following process:

- The Lead Agency issues a competitive solicitation for a product or service on behalf of NCPA and all public agencies.
- The solicitation is advertised nationally for a minimum of 30 days. You can view our current solicitations on our website.
- The solicitation contains language that allows the contract to be accessible nationally to public agencies in states whose laws allow for intergovernmental contract use (also known as "piggybacking" or "adopting")
- Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.
- The Lead Agency evaluates the responses based on "Identified Evaluation Criteria" and

awards contracts.

Who Can Use NCPA's Contracts

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize NCPA's cooperative purchasing contracts. These include, but are not limited to the following agency types:

- School Districts (including K-12, Charter schools, and Private K-12)
- Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities, Counties, and any Local Government
- State Agencies
- Healthcare Organizations
- Church/Religious
- Nonprofit Corporations

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Membership in the National Joint Powers Alliance is free.

Legal Review:

NCPA advertises the posting of the RFP/RFQ in a manner that meets the state of Texas requirements.

Supporting Documents:

NCPA Agreement Form

Staff Recommendation:

Approve



INTERLOCAL AGREEMENT

Contracting Parties

(Participating Agency)

Region 14 Educational Service Center
(Lead Agency)

(Federal Tax ID Number)

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Participating Agency:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

Authorization:

Region 14 Education Service Center and the National Cooperative Purchasing Alliance (NCPA) executed a contract to provide cooperative purchasing opportunities to public and nonprofit agencies nationwide.

Please send a signed Interlocal Agreement by email to membership@ncpa.us, fax to (888) 543-6515, or mail to NCPA, P.O. Box 701273, Houston, TX 77270. A facsimile or email transmission of an executed signature page of the agreement shall have the same force and effect as an original signature page.

Participating Agency

By _____
Authorized Signature

Title

Date

Contact Person

Title of Contact

Street Address

City, State Zip

Contact's Telephone Number

Email Address

Region 14 Education Service Center

By _____
Authorized Signature

Title

Date

Contact Person

Telephone Number

Email Address

Attachment: NCPA Agreement (1267 : NCPA Agreement)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Mike Foreman, City Manager
Date: October 13, 2015
Re: Boards and Commission Nominations

Action Requested:

Consider and act upon appointments to City Boards, Commissions and Development Corporations. (Faulkner)

Background Information:

Annual consideration of appointments, re-appointments and removals to/from city boards, commissions and development corporations.

Board Review/Citizen Input:

Mayor Terry met with staff liaisons on September 9th to review applications and prepare nominations.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Nominations list

Staff Recommendation:

N/A

Opening	Board & Commission Nominations 2015	Term	Expires
	<u>Planning and Zoning (3year term)</u>		
appoint	Scott Cromwell	full	2018
re-appoint	Jace Ousley	full	2018
re-appoint	Charles Haley	full	2018
	<u>Board of Adjustments (2 year term)</u>		
appoint	Stephen Chambers	full	2017
re-appoint	Jay Williams	full	2017
re-appoint	Lee Waddell	full	2017
	<u>Building & Standards (2 year term)</u>		
appoint	Trevor Ford	full	2017
re-appoint	Jeff Green	full	2017
re-appoint	Dick Smith	full	2017
	<u>Library (2year term)</u>		
appoint	Cyndi Graves	full	2017
appoint	Janet Jaworski	full	2017
	<u>Parks and Recreation (3 year term)</u>		
appoint	Nicole Ball	full	2018
re-appoint	Mark Palmer	full	2018
re-appoint	Tawnia King	full	2018
	<u>Mainstreet (2 year term)</u>		
appoint	Lori Rolfe	full	2017
appoint	Lori Vaden	full	2017
re-appoint	Buddy Minett	full	2017
re-appoint	Melissa Cromwell	full	2017
re-appoint	Amanda Webber	full	2017
			2017
	<u>Historic Preservation (2year term)</u>		
appoint	Lori Self	full	2017
appoint	James Hass	full	2017
appoint	Susan Clark	full-alternate	2017
re-appoint	Jane Huddleston	full	2017
	<u>Economic Development (2 year term)</u>		
re-appoint	Scott Stawski	full	2017
re-appoint	Kyle Rose	full	2017
	<u>Community Development (2 year term)</u>		
re-appoint	Mark Palmer	full	2017
re-appoint	Amy Fortenberry	full	2017
re-appoint	Kelly Osburn	full	2017



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: October 13, 2015
Re:

Action Requested:

Consider and act to authorize the City Manager to execute an agreement with TxDOT for Furnishing, Installing and Maintaining the Traffic Signal Preemption Equipment. (Johnson)

Background Information:

This is an update to an original agreement that was executed on October 12th, 2012 that allowed the City to install an emergency vehicle preemption system (Opticom) at the SH 289 and FM 455 intersection. This agreement allows the city to install and maintain three additional locations: Sunset, CR 88 and Carter Ranch Blvd. The Opticom systems recognizes when an emergency vehicles is in response to a situation (i.e. the lights are flashing) and will automatically change to a green light to allow the emergency response vehicle to safely pass through the intersection. Staff has been working with TxDOT for the past few years to get the system implemented.

Board Review/Citizen Input:

None

Alternatives:

None

Financial Considerations:

Public Works and Fire have budgeted for the purchase cost and installation of the systems in the FY15 budgets. Fire is leading the effort on hiring a contractor to purchase and install the hardware. Public Works and Fire will be coordinating the budgets to address future maintenance items.

Legal Review:

Staff has been working with the City Attorney to draft the agreement.

Supporting Documents:

- Agreement

Staff Recommendation:

Approve

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE FURNISHING, INSTALLING AND MAINTENANCE OF TRAFFIC
SIGNAL PREEMPTION EQUIPMENT
AMENDMENT #1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and City of Celina, acting by and through its duly authorized officials, called the City.

W I T N E S S E T H

WHEREAS, the State and the City executed a contract on October 12th of 2012 to effectuate their agreement to allow the City or its contractor to install emergency vehicle preemption systems at the locations listed on Exhibit A; and,

WHEREAS, the City has requested to install emergency vehicle preemption systems at SH 289 at Carter Ranch Rd, SH 289 at Sunset Blvd and SH 289 at CR 88; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the City do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Exhibit A shall be voided in its entirety and replaced with Exhibit A-1.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Attachment: SH 289 Opticom Maintenance Agreement (1295 : Opticom Maintenance Agreement)

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

James K. Selman, P.E.
Dallas District Engineer

Date



Attachment: SH 289 Opticom Maintenance Agreement (1295 : Opticom Maintenance Agreement)

EXHIBIT A-1

SH 289 at FM 455
SH 289 at Carter Ranch Rd
SH 289 at Sunset Blvd
SH 289 at CR 88

Attachment: SH 289 Opticom Maintenance Agreement (1295 : Opticom Maintenance Agreement)



Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
CC: Gabe Johnson, Director of Public Works
Date: October 13, 2015
Re:

Action Requested:

Consider and act upon a Landscape Maintenance Agreement between the City of Celina, Texas and the Texas Department of Transportation for TX-289 (Preston Rd) and hereby authorizing the City Manager of the City of Celina, Texas, to sign such agreement. (Johnson)

Background Information:

The Texas Department of Transportation is nearing the completion of its installation of landscape on TX-289 (Preston Rd). Once the installation is complete, it is the responsibility of the City of Celina to maintain the landscape.

Financial Considerations:

This item has been budgeted for Fiscal Year 2015-16

Legal Review:

The City Attorney has reviewed and approved this agreement.

Supporting Documents:

TxDOT LMA

Staff Recommendation:

Approve



Texas Department of Transportation

4777 US Highway 80 East, Mesquite TX 75150-6643

June 24, 2014

Landscape Maintenance Agreement
City of Celina
Collin County

Ms. Helen-Eve Liebman
Director of Planning & Development Services
142 N. Ohio Street
Celina, TX 75009

Dear Ms. Liebman:

Thank you for the City's interest in landscape development along SH 289 within the city limits of Celina. Upon the completion of the landscape development, the City will be required to perform the landscape maintenance on the project. The City and TxDOT need to execute a *Landscape Maintenance Agreement* for this roadway section.

Enclosed are two original counterparts of the agreement with Attachment A (plan set developed for the project) for signature. Please have the appropriate official execute both sets of the proposed agreement and return them to our office for final execution. We will return one original to the City for your files.

Feel free to contact Ms. Erin Bishop, RLA, 214-320-6636, if needed.

Sincerely,

Mykol C. Woodruff, P.E.
Director of Operations

Attachments

- 1) *Landscape Maintenance Agreement*

cc:  Oberlander/Green
Heard

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer



LANDSCAPE MAINTENANCE AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 20____, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of Celina, Collin County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated September 13, 1994, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

Form 2043 (Rev. 04/12)
Page 2 of 3

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the installation and maintenance of landscape elements on non-controlled access state highways, as defined in the Municipal Maintenance Agreement, and described and graphically shown as "State Maintained and Operated" in that agreement.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

Form 2043 (Rev. 04/12)
Page 3 of 3

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Celina on the _____ day of _____, year _____, and the Texas Department of Transportation, on the _____ day of _____, year _____.

ATTEST:

CITY OF Celina
By _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
District Engineer

Dallas
District

Attachments

FINAL PLANS

NAME OF CONTRACTOR: _____
 DATE OF LETTING: _____
 DATE WORK BEGAN: _____
 DATE WORK COMPLETED: _____
 DATE WORK ACCEPTED: _____
 SUMMARY OF CHANGE ORDERS: _____

STATE OF TEXAS
 DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
 STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT

STP 2014(761)
 CSJ: 0091-04-059

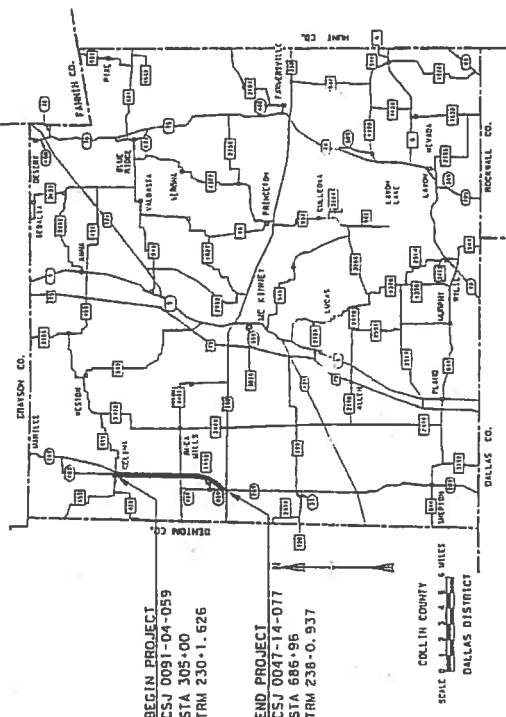
SH 289

COLLIN COUNTY

LIMITS: FROM: North of US 380
 TO: FM 455

ROADWAY - 38196 FT. = 7.234 MI.
 BRIDGE - 3000 FT. = 0.562 MI.
 TOTAL - 38196 FT. = 7.234 MI.

TYPE OF WORK: LANDSCAPE DEVELOPMENT TO
 INCLUDE TREE & SHRUB PLANTING, AND IRRIGATION



EQUATIONS: NONE
 CROSSINGS: NONE
 RAILROAD CROSSINGS: NONE

WORK WAS COMPLETED ACCORDING
 TO THE PLANS AND CONTRACT.

Signature of Registrar: _____ P.E. _____ Date _____

DESIGN XXX	STP NO.	FEDERAL AID OR STATE PROJECT NO.	PROJECT NO.
COMPLET XXX	6	STP 2014(761)	SH 289
STATE XXX	DISTRICT	COUNTY	SHEET NO.
TEXAS	DALLAS	COLLIN	1
CONTRACT XXX	SECTION	JOB	
0091	04	059	

DESIGN SPEEDS - N/A

NOTE:
 SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION,
 JUNE 1, 2004, AND THE CONTRACT PROVISIONS LISTED AND DATED AS
 FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS
 FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY,
 2012)

TEXAS DEPARTMENT OF TRANSPORTATION

SUBMITTED
 FOR LETTING
 7/20/14
 P. E.
 LANDSCAPE ARCHITECT

RECOMMENDED
 FOR LETTING
 4-29-2014
 P. E.
 AREA ENGINEER

RECOMMENDED
 FOR LETTING
 4-29-2014
 P. E.
 DIRECTOR OF OPERATIONS

RECOMMENDED
 FOR LETTING
 4-29-2014
 P. E.
 DISTRICT ENGINEER

APPROVED
 FOR LETTING
 20
 P. E.
 DIRECTOR, TRAFFIC OPERATIONS DIVISION

APPROVED
 FOR LETTING
 20
 P. E.
 DIRECTOR, DESIGN DIVISION

INDEX OF SHEETS

SHEET	DESCRIPTION
<u>I. GENERAL</u>	
1	TITLE SHEET
2	INDEX OF SHEETS
3 - 38	GENERAL NOTES
4	ESTIMATE AND QUANTITY SHEET

SHEET	DESCRIPTION
<u>V. DRAINAGE DETAILS</u>	
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SHEET	DESCRIPTION
<u>VIII. TRAFFIC ITEMS</u>	
21 - 25	ED (1) - ED (5) -03
26	ED (6) - 03

<u>II. TRAFFIC CONTROL PLAN</u>	
5	TCP (1-5) 12
6	TCP (2-4) 12
7	TCP (2-6) 12
8	TCP (6-2) 12
9 - 20	BC (1-12) 13

<u>VI. UTILITIES</u>	
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<u>IX. ENVIRONMENTAL ISSUES</u>	
27	ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS (EPIC)
28	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
29	STORM WATER POLLUTION PREVENTION PLAN SHEET
30 - 31	EROSION CONTROL LOSS (IDL)

<u>III. ROADWAY DETAILS</u>	
NONE	

<u>VII. BRIDGES</u>	
NONE	

<u>X. MISCELLANEOUS ITEMS</u>	
32 - 57	LANDSCAPE PLANTING PLANS
58	LANDSCAPE PLANTING DETAILS
59 - 84	LANDSCAPE IRRIGATION PLANS
85	IRRIGATION DETAILS
86	IRRIGATION GENERAL NOTES & MATERIAL SPECIFICATIONS

<u>IV. RETAINING WALL DETAILS</u>	
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THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN
REVIEWED BY THE ENGINEER RESPONSIBLE SUPERVISION AS BEING
APPLICABLE TO THIS PROJECT.

James D. Morren P.E. 4-28-14
Signature of Registrant & Date



INDEX OF SHEETS

DESIGN	DIV. NO.	FEDERAL AID PROJECT NO.	PROJECT
XXX	6	(see title sheet)	SH 289
STATE	TEXAS	DISTRICT	COMPTON
COUNTY	DALLAS	SECTION	COLLIN
JOBS	0091	DATE	059
2			

CSJ: 0091-04-059

Sheet 3

County: Collin

Highway: SH 289

General Notes: *Revised on November 5, 2013***SW3P RESPONSIBILITIES****TxDOT Area of Responsibility**

Responsible for the area defined by the limits of the subject project, except for those areas utilized and operated by the contractor. These areas include, though are not limited to, areas used for field offices, equipment and/or material storage, and concrete or asphalt plants.

TxDOT Operational Responsibility

Responsible for seeking coverage under the TPDES Construction General Permit (CGP) and operating the project within the requirements of the CGP for discharging storm water from the subject project and to notify MS4 permit holders of the intent to discharge storm water.

File a Notice of Termination with TCEQ upon completion of the project when the exposed areas have been stabilized with a vegetative cover of at least 70%.

Contractor Area of Responsibility

Responsible for all areas under their direct operational control which includes, though not limited to, areas used for field offices, equipment and/or material storage, and concrete or asphalt plants. These areas may be located on or off the subject project's R.O.W.

Contractor Operational Responsibility

Responsible for seeking coverage under the TPDES Construction General Permit (CGP) and adhering to all requirements of the permit for discharging storm water from the areas under their operational control. Perform regular inspections, prepare a written report of deficiencies, and repair deficiencies within the time frame set forth by the permit. File a Notice of Termination with TCEQ upon completion of the project when the exposed areas have been stabilized with a vegetative cover of at least 70%.

Responsible under contractual obligations to TxDOT to install, clean, repair, replace or remove sediment and erosion control devices as indicated on TxDOT's Inspection Reports, or as required by daily construction practices, within the time frame set forth by the permit.

Access will be provided to all business and residences at all times. Where turning radii are limited during phased construction at intersections, provide all weather surfaces such as RAP or base in turning movements to accommodate and to protect the traffic from edge drop-offs. Materials, labor, maintenance and removal for these temporary accesses and radii will not be paid for directly but will be considered subsidiary to the various bid items.

The construction, operation and maintenance of the proposed project will be consistent with the state implementation plan as prepared by the Texas Commission on Environmental Quality.

The disturbed area for this project, as shown on the plans is 1.1 acres. However, the Total Disturbed Area (TDA) will establish the required authorization for storm water discharges. The

General Notes

Sheet A

CSJ: 0091-04-059

Sheet 3

County: Collin

Highway: SH 289

TDA of this project will be determined by the sum of the disturbed area in all project locations in the contract, and all disturbed area on all Project-Specific Locations (PSL) located in the project limits and/or within 1 mile of the project limits. The department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction site as shown on the plans, according to the TDA of the project. The contractor will obtain any required authorization from the TCEQ for the discharge of storm water from any PSL for construction support activities on or off of the project row according to the TDA of the project. When the TDA for the project exceeds 1 acre, provide a copy of the appropriate application of permit (NOI, or Construction Site Notice) to the engineer, for any PSL located in the project limits or within 1 mile of the project limits. Follow the directives and adhere to all requirements set forth in the TCEQ, Texas Pollution Discharge Elimination System, Construction General Permit (TPDES, CGP).

Leave all right of way areas undisturbed until actual construction is to be performed in said areas.

Use established industry and utility safety practices to erect poles, luminaries, signs or structures near any overhead or underground utility. Consult with the appropriate utility company prior to beginning such work.

Underground utilities owned by the Texas Department of Transportation may be present within the Right-Of-Way on this project. For signal, illumination, surveillance, and communications & control maintained by TxDOT, call the TxDOT Traffic Signal Office (214-320-6682) for locates a minimum of 48 hours in advance of excavation. For irrigation systems, call TxDOT Maintenance Landscape Office (214-320-6205) for locates a minimum of 48 hours in advance of excavation. If city or town owned irrigation facilities are present, call the appropriate department of the local city or town a minimum of 48 hours in advance of excavation. The Contractor is liable for all damages incurred to the above mentioned utilities when working without having the utilities located prior to excavation.

For the project to be deemed complete, permanently stabilize all unpaved disturbed areas of the project with a vegetative cover at a minimum of 70% density for the control of erosion.

Repair or replace any structures and utilities that might have been damaged by negligence or a failure to have utility locates performed.

Perform all electrical work in accordance with the National Electrical Code and Texas Department of Transportation Specifications.

Consult with appropriate electric company representatives according to their respective area to coordinate electrical services installations.

Meet weekly with the engineer to notify him or her of planned work for the upcoming week.

Submit pre-letting questions, by email only, to the attention of Area Engineer or Assistant Area Engineer.

Email: barry.hearce@txdot.gov or brennan.honey@txdot.gov

Answers will be provided by email.

General Notes

Sheet B

CSJ: 0091-04-059
County: Collin
Highway: SH 289

Sheet 3A

Do not commence work on the road before sunrise. Do not operate or park any equipment/machinery closer than 30 feet from the traveled roadway after sunset unless authorized by the engineer.

When moving unlicensed equipment on or across any pavement or public highways, protect the pavement from all damage using an acceptable method.

Freeway Lane Closures				
Category of Work	Number of Rdwy Lanes per direction	Peak Times Monday-Friday 6:00 am - 9:00 am 3:30 pm - 7:00 pm Major Events and Major Holidays**	Off Peak Times Monday-Friday 9:00 am - 3:30pm 7:00 pm - 10:30 pm and Saturday	Lowest Volume Time Monday-Friday 10:30 pm to 6:00 am and Sunday
Placement of CTB & Bridge Beams, Pavement Markings, Full Depth Roadway Repair, Bridge or Similar Demolitions*	5	None	2	3
	4	None	2	3
	3	None	1	2
	2	None	1	2
	5	None	1	2
Adjacent Construction, Lanes for Construction Traffic or Similar Operations	4	None	1	2
	3	None	1	1
	2	None	None	1

* Provide a traffic control plan where bridge demolition cannot be accomplished with lane closures. Freeway closures will only be done during Lowest Volume Times.

** Major Holidays are defined under Item 1.82 and also include the Easter Weekend.

*** The Table above is only to be used when traffic counts do not exceed 2000 Vehicles per Lane per Hour. (The capacity of all remaining open lanes must not exceed 2000 Vehicles per Lane per Hour). When traffic counts do or will exceed 2000 Vehicles per Lane per Hour, Director of Construction, Assistant District Engineer or District Engineer approval will be required for lane closures.

Additional lanes may be closed during Off Peak Times or Lowest Times with written permission of the Engineer. Lane Closures during Off Peak Times may be started earlier or be extended later with written permission of the Engineer.

Traffic Control Plans with Lane Closures causing backups of 20 minutes or greater in duration will be modified by the Engineer.

General Notes

Sheet D

CSJ: 0091-04-059
County: Collin
Highway: SH 289

Sheet 3A

An electronic file containing pre-telling questions and TxDOT answers will be provided upon email request.

Material On Hand (MOH) will not be used in calculating partial payments for Mobilization.

Provide the Engineer with a copy of all Disadvantage Business Enterprise (DBE) subcontractor agreements prior to commencing work.

This Project will be a Standard Workweek in accordance with Article 8.3.A.4.

Actual start date for the landscape and irrigation system may be delayed due to ongoing roadway construction within the project limits. Coordinate work activities with the Engineer.

Item 161:
Provide tickets representing quantity of compost delivered to site.

Item 170:
Contact Prosper Public Works Dept. at 972-347-9969 & Celina Public Works at 214-585-7142 for information regarding water meters and permits.

Item 192:
No planting shall occur between June 1st and September 15th without written approval from the Engineer.

Begin the 90-day maintenance period only after all live plant material and functional irrigation systems have been installed as shown on plans.

Item 421:
Furnish mix designs to the Engineer in a format compatible to the latest version of the Department's Construction Management System (Site Manager). Mix Design templates will be provided by the Engineer.

Item 502:
The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

Provide written proposed lane closure information by 1:00 pm on the business day prior to the proposed closures. Do not close lanes when this requirement is not met.

Place barricades and signs in locations that do not obstruct the sight distance of drivers entering the highway from driveways or side streets.

General Notes

Sheet C

Sheet 3B

CSJ: 0091-04-059

County: Collin

Highway: SH 289

Limit lane closures along SH 289 to the hours between 9:00 am and 3:30 pm. Work in other areas of the project is not restricted to this time frame.

Item 618:

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TXDOT) - Construction Division's (CSD) materials producers list. Category is "Roadway Illumination and Electrical Supplies".

The location of conduits and ground boxes are diagrammatic only and may be shifted to accommodate field conditions as directed.

Place conduit under existing pavement by an approved boring method. Do not place boring pits closer than 2 feet from the edge of the pavement unless otherwise directed. Do not use water jetting. When conduits are bored, do not exceed 18 inches in the vertical and horizontal tolerances as measured from the intended target point.

Do not use a pneumatically driven device for punching holes beneath the pavement (commonly known as a "missile").

Furnish and install a non-metallic pull rope in conduit runs in excess of 50 feet.

Use a colored cleaner-primer on all PVC to PVC joints before application of PVC cement.

Furnish and install non-metallic pull ropes in conduit installed for future use and cap using standard weather-light conduit caps, as approved. This work will not be paid for directly, but is subsidiary to this item.

Item 620:

The equipment grounding conductor shall be identified by a continuous green colored jacket insulation or bare wire. Grounded conductors (Neutral) shall be identified by a continuous white colored jacket. Ungrounded conductors (Hot) in a 120/240v or 240/480v system shall be identified by each pole or leg. For 240-volt branch circuit fed from 120/240 source and 480-volt branch circuit fed from 240/480 source, ensure one leg is identified by a continuous black colored jacket and the other leg by a continuous red colored jacket.

Item 628:

Contact the appropriate utility company during the first three weeks of the project lead-time period to allow adequate time for any necessary utility adjustments, transformer installation, etc.

Label the service enclosures indicating service address as well as all required information as shown on the Electrical Detail (ED) standard sheets. Labeling shall be silk screening or other acceptable method. This work will not be paid for directly, but is subsidiary to this item.

Use only white insulated wire for neutral wire.

Bill the electrical service power usage to the respective Town or City.

General Notes

Sheet E

CSJ: 0091-04-059

County: Collin

Highway: SH 289

Item 1122:

Take all practicable precautions to prevent debris from being discharged into the Waters of Texas or a designated wetland. Install Best Management Practices before demolition begins and maintain them during the demolition. Remove any debris or construction material that escapes containment devices and are discharged into the restricted areas, before the next rain event or within 24 hours of the discharge.

Provide SW3P Signs. Obtain from the Engineer a copy of the project's completed TPDES Storm Water Program Construction Site Notice and signed Contractor Certification Statement. Laminate the sheets and bond with adhesive to 36" X 36" plywood sign blanks. Ensure the sheets remain dry. Apply Type C Blue reflective sheeting as the background and add the text "SW3P" in 5" white lettering, centered at the top. Attach the signs to approved temporary mounts and locate at each of the project limits just inside the right of way line at a readable height or as directed by the Engineer. If the sign cannot be placed outside the clear zone, it must adhere to the TMLTCD. SW3P signs, maintenance, and repositings (for replacement or as needed to ensure readability) will be subsidiary to Item 502.

Sheet 3B

General Notes

Sheet F

[illegible]

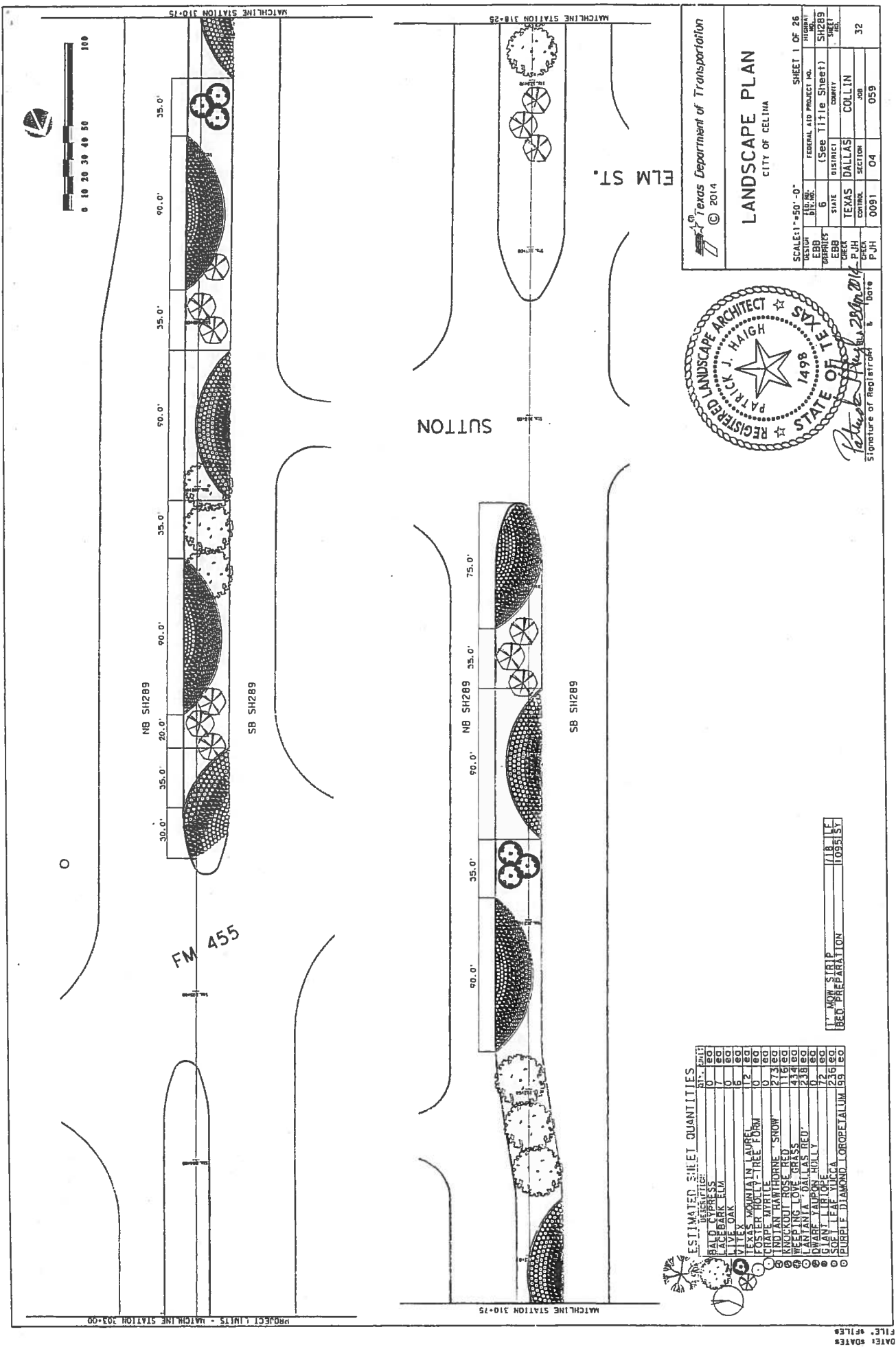
DIST	COUNTY	CCSI	SHEET
18	COLLIN	005194-059	4

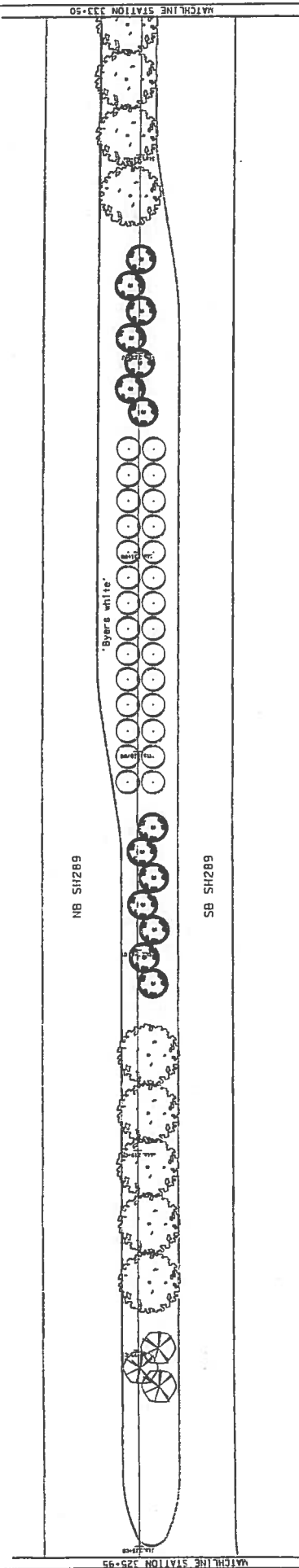
ESTIMATE & QUANTITY SHEET

BIBLIOGRAPHY

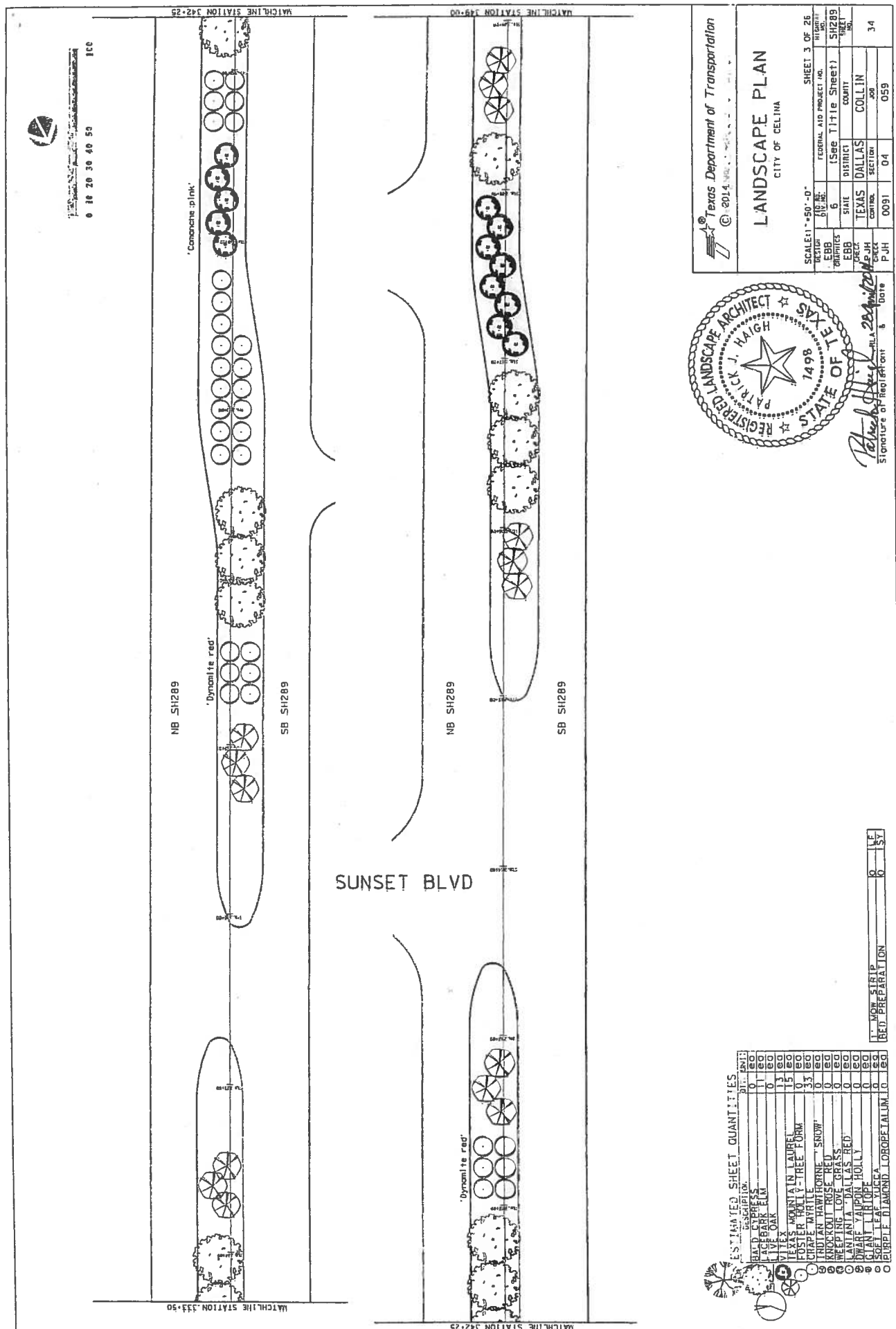
Sheets 5 – 31, 47-57 & 74-84 of the plan set for CSJ 0091-04-059 are not included in this attachment as they are the standard sheets for Traffic Control, Barricades, Storm Water Pollution Prevention, etc. for use during the construction activities or planting and irrigation within the City of Prosper.

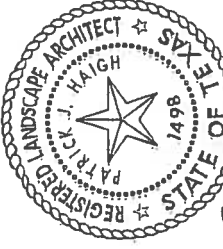
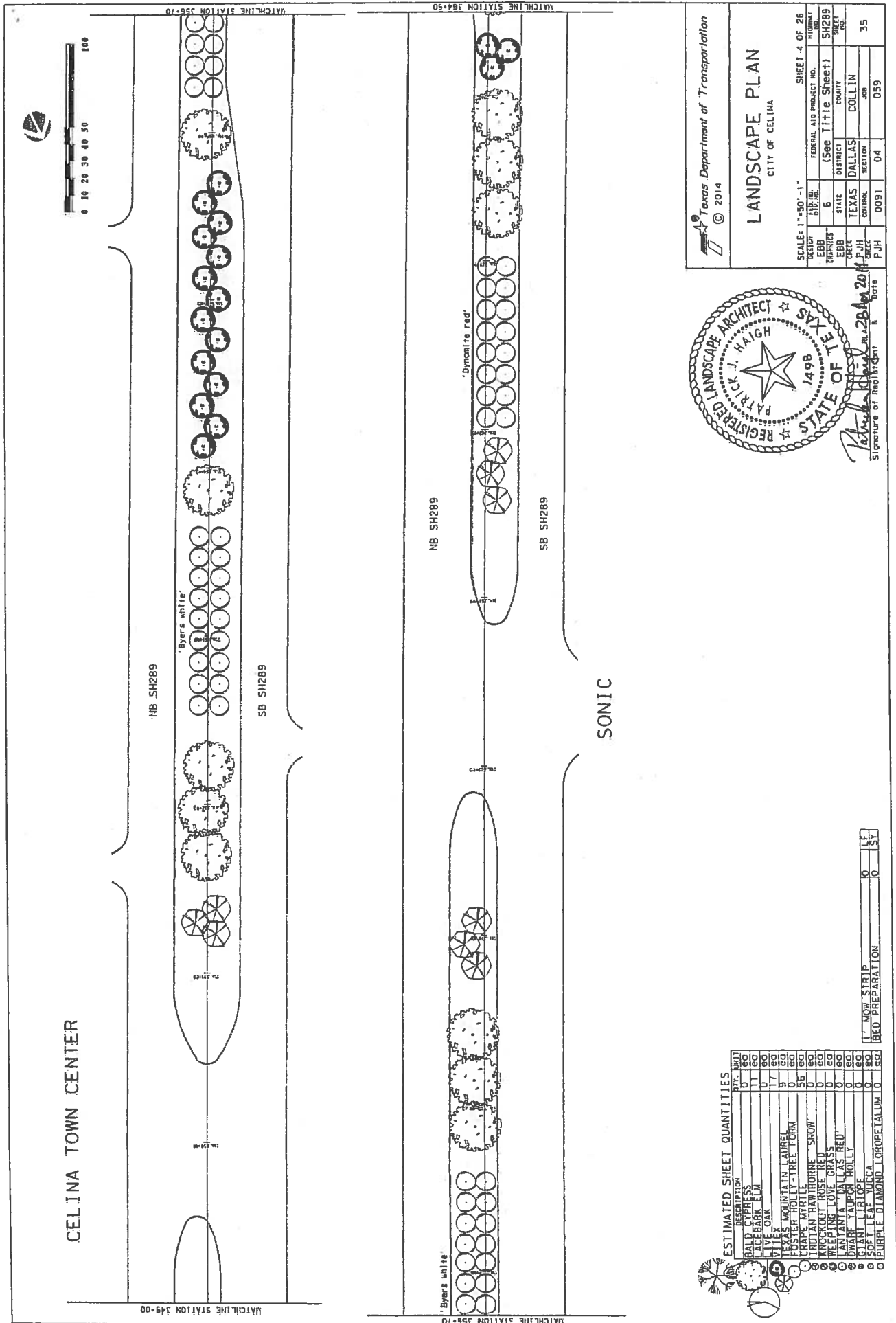
The information covered on the above sheets is available online or at TxDOT offices throughout the State.





ESTIMATED SHEET QUANTITIES		DT.	UNIT
	BALD CYPRESS	0	EO
	LACEDARK ELW	21	EO
	LIVE OAK	22	EO
	FLAT MOUNTAIN LAUREL	6	EO
	FLYING HULLY-REE FORM	28	EO
	CRAPE WHITE	0	EO
	INDIAN HAWTHORNE "SNOW"	0	EO
	KNOCKOUT ROSE "RED"	0	EO
	WEeping LOVE GRASS	0	EO
	LANTANA "DALLAS RED"	0	EO
	JEWELRY TAIPOON HOLLY	0	EO
	GLORY LILY ORCHID	0	EO
	SUPPLE DIAMOND	0	EO
	LOPEFALLUM	0	EO





Texas Department of Transportation

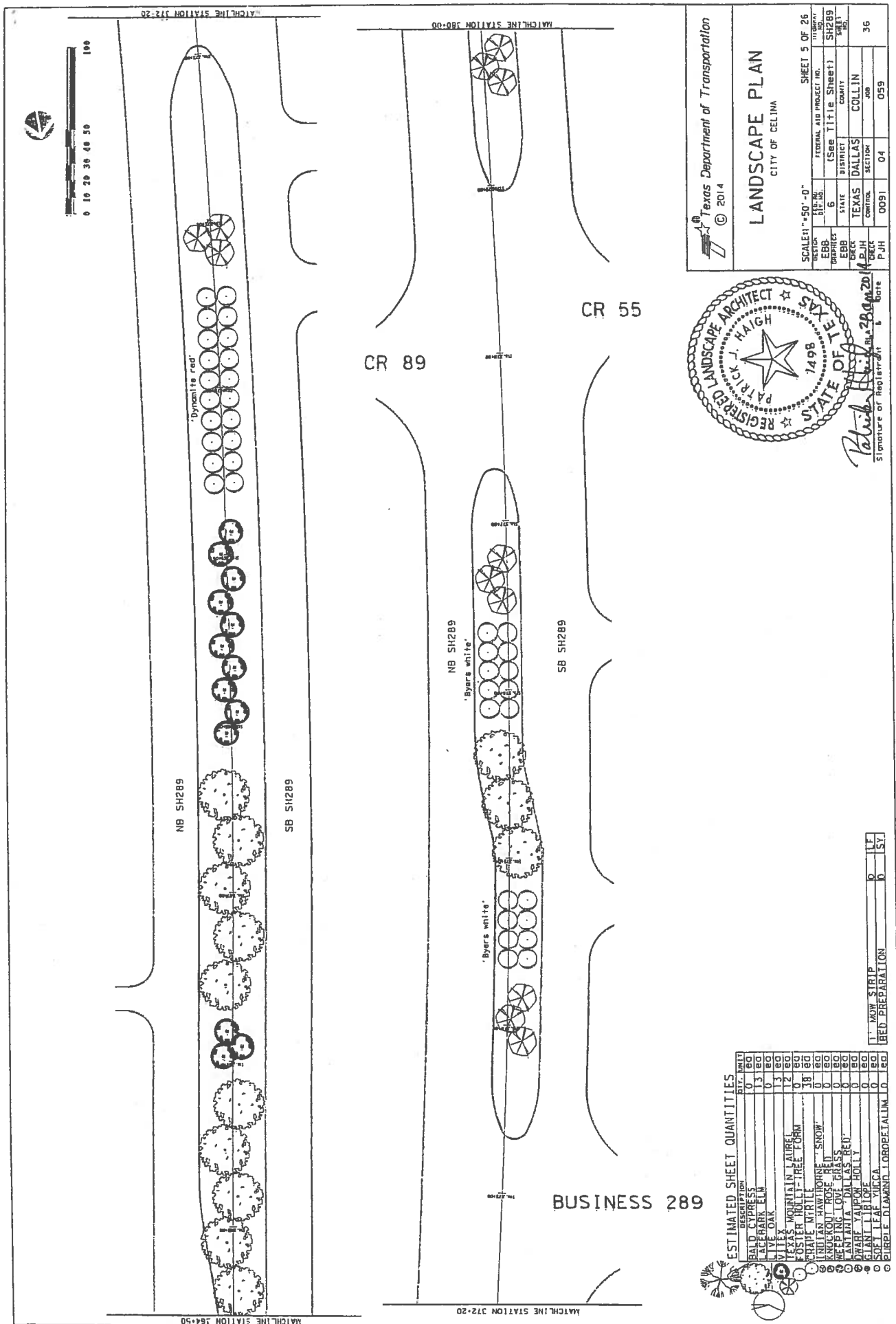
LANDSCAPE PLAN

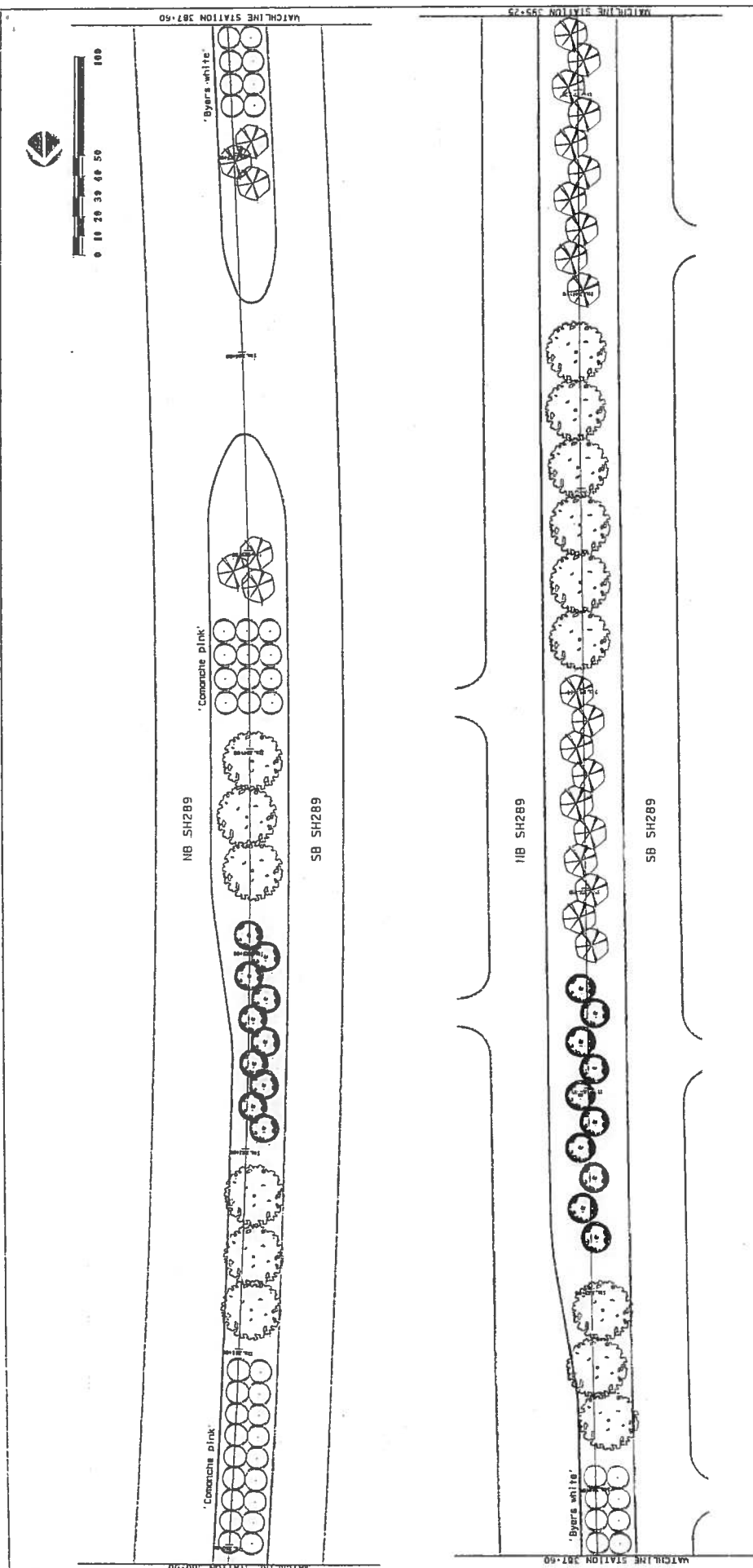
CITY OF CELINA

SCALE: 1"=50'-1"

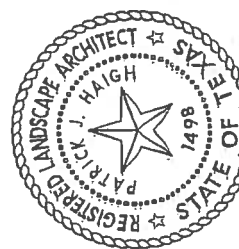
SHEET 4 OF 26

DESIGN	DATE	FEDERAL AID PROJECT NO.	SHEET NO.
EBB	6	(See Title Sheet)	SH289
EBB	6	DISTRICT	35
EBB	6	COUNTY	059
EBB	6	CITY	0091
EBB	6	SECTION	04
EBB	6	DATE	11/28/2014





 Texas Department of Transportation © 2014		LANDSCAPE PLAN CITY OF CELINA		SCALE: 1" = 50'-0" SHEET 6 OF 26	
SECTION	FULL NO.	FEDERAL AID PROJECT NO.	TITLE SHEET	NO.	
EBB	6	(See Title Sheet)	SH289		
BARRETT					
EBB	STATE	DISTRICT	COUNTY		
CRECA	TEXAS	DALLAS	COLLIN		
P JH	CONTROL	SECTION	JOB		
P JH	0001	04	059	37	



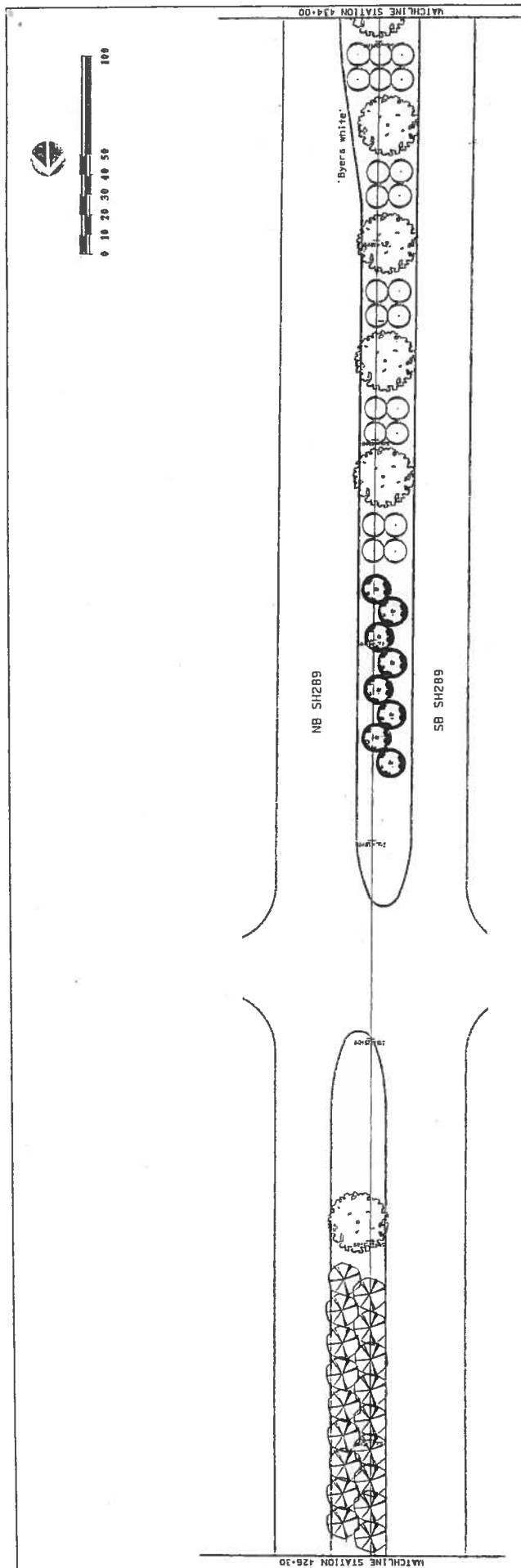
Signature of Registrant & Date
Patel, R. L. 28/06/2014

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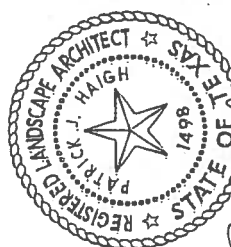
1. MOW STRIP	0	LF
BED PREPARATION	0	SY







		Texas Department of Transportation © 2014	
LANDSCAPE PLAN CITY OF CELINA			
SCALE: 1" = 50' - 0" 1" = 50' - 0"		SHEET 9 OF 26 TOTAL SHEETS: 26	
TASKS EBB BUBBLES	FEDERAL AID PROJECT NO. (See Title Sheet)	FEDERAL AID DISTRICT COUNTY	SHEET NO. 40
CHECK EBB	STATE TEXAS	DISTRICT DALLAS	COLLIN
CHECK P J H	CONTROL P J H	SECTION JOB	059
CHECK P J H	0091	04	059



Signature of Registrant & Date
Patricia King, 28 Apr 2014

DESCRIPTION	QTY.	UNIT
BALD CYPRESS	5	EO
LACEMARK ELW	5	EO
WYCK OKR	8	EO
FLYERS	18	EO
FOSTER HOLLY-LAURE FORM	0	EO
CHIAPE MYRTLE	22	EO
INDIAN Hawthorne "SNOW"	0	EO
KNICKOUT ROSE	0	EO
WHEELING	0	EO
THANE YALPON HOLLY	0	EO
GIANT LIROPE	0	EO
SOFT LEAF YUCCA	0	EO
PEARL DIAMOND	0	EO
LOPETALUM	0	EO

1' NOW STRIP	0	LF
BED PREPARATION	0	SY



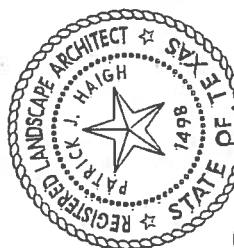
682HS AS

CARTER
RANCH BLVD

682HS BN

5B SH289

ESTIMATED SHEET QUANTITIES		DITY.	WWT
DESCRIPTION			
BELD CYPRESS	0	EO	0
LACBARK ELM	0	EO	0
LIVE OAK	23	EO	0
FLORIDA LAUREL	0	EO	0
FOSTER HOLLY - TREE FORM	0	EO	0
GRAPES MYRTLE	30	EO	0
INDIAN HAW THORN "SNOW"	0	EO	0
KNOCK OUT ROSE RED	0	EO	0
WEeping LOVE GRASS	0	EO	0
LANTANA "MILKAS RED"	0	EO	0
DIWADE YALPOON HOLLY	0	EO	0
GLANDY BAY LUCICA	0	EO	0
GROPER PLANKING I DROP FILLING	0	EO	0



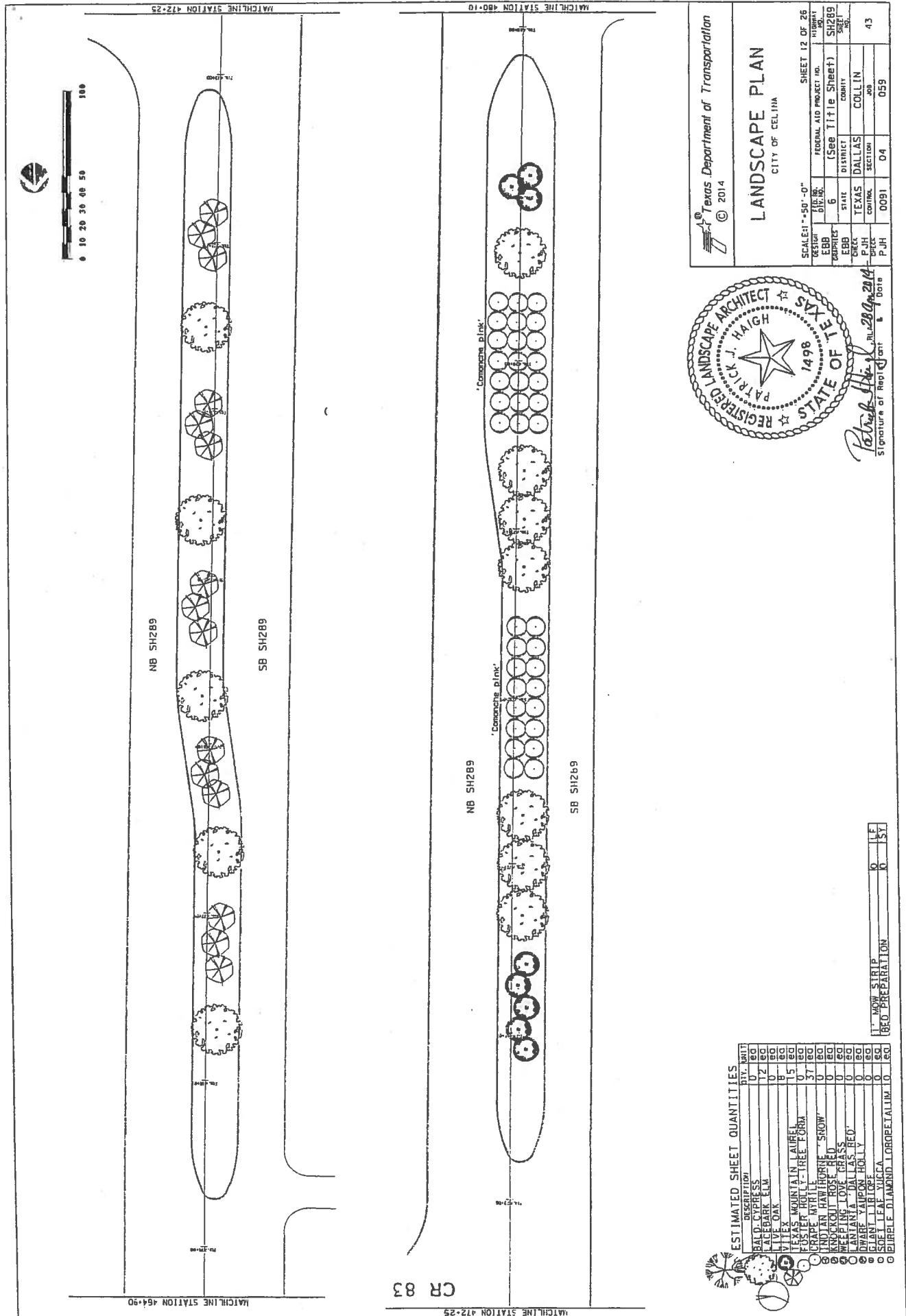
Signature of Registrant & Date
Patricia H. King, 28 April 2014

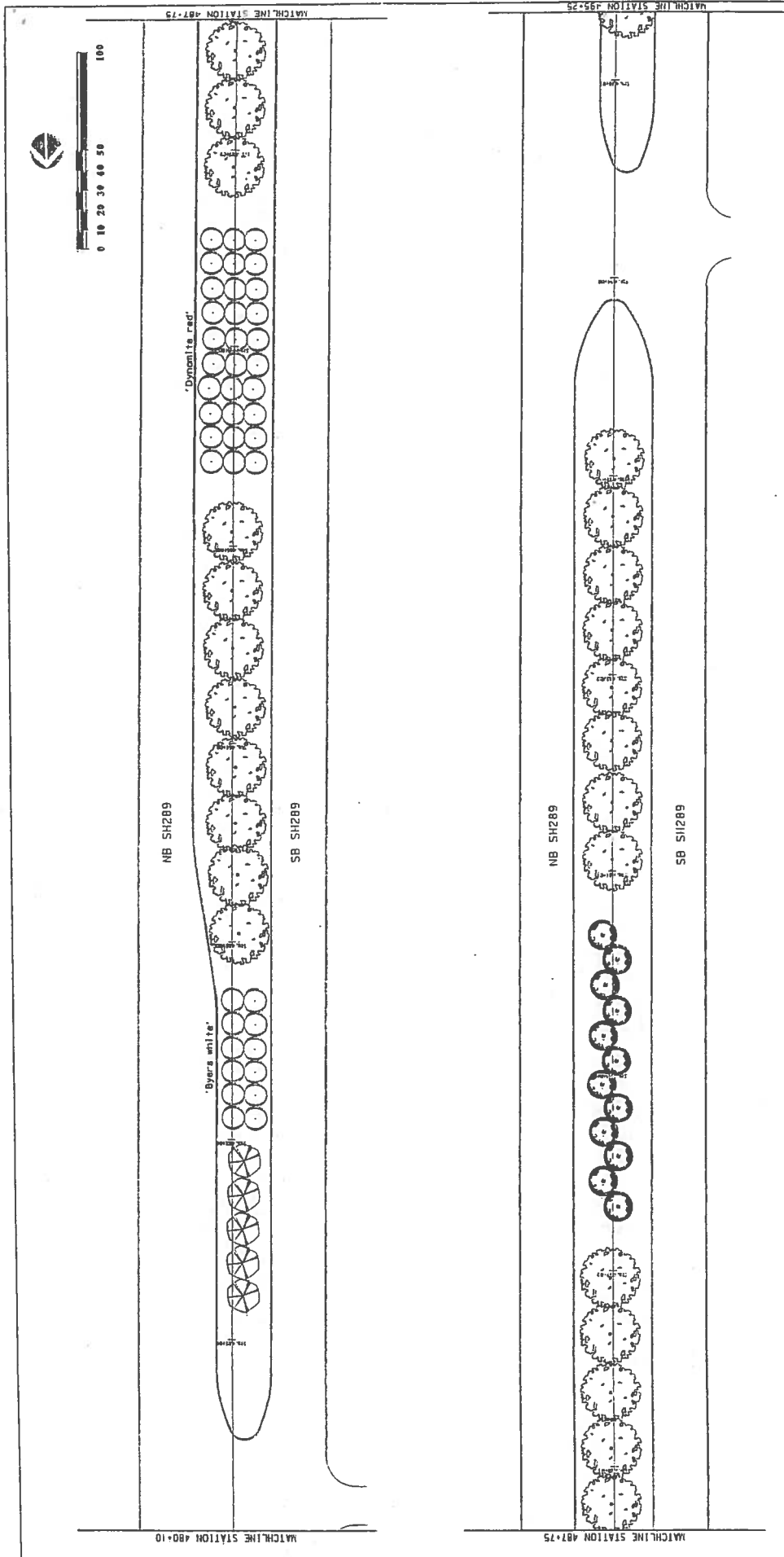
 Texas Department of Transportation
© 2014

LANDSCAPE PLAN
CITY OF CELINA

SCALE: "50'-0"		SHEET 10 OF 26	
DESIGN	FED. PROJ. NO.	FEDERAL AID PROJECT NO.	HIGHWAY
EBB	6		SH209
APPROPRIATE		(See Title Sheet)	SHEET NO.
EBB	STATE	COUNTY	
CHRA	TEXAS	DALLAS	
PJH	SECTION	COLLIN	
CHRA		JOB	41
PJH	CONTRACT NO.		
	04		059

DATE: 30/01/88 FILE: 3711





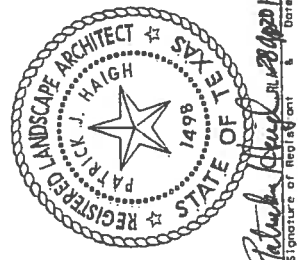
Texas Department of Transportation
© 2014

LANDSCAPE PLAN
CITY OF CELINA

SCALE: 1"=50'-0"
SHEET 13 OF 26

ITEM	QTY	UNIT	FEDERAL AID PROJECT NO.	SECTION
1. MOW STRIP	0	LF	SH289	04
2. BED PREPARATION	0	SY	SH289	04

DATE: 06/24/14
FILE: 1294.LMA



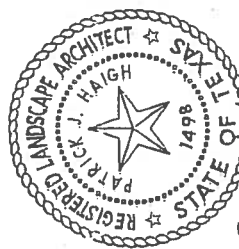
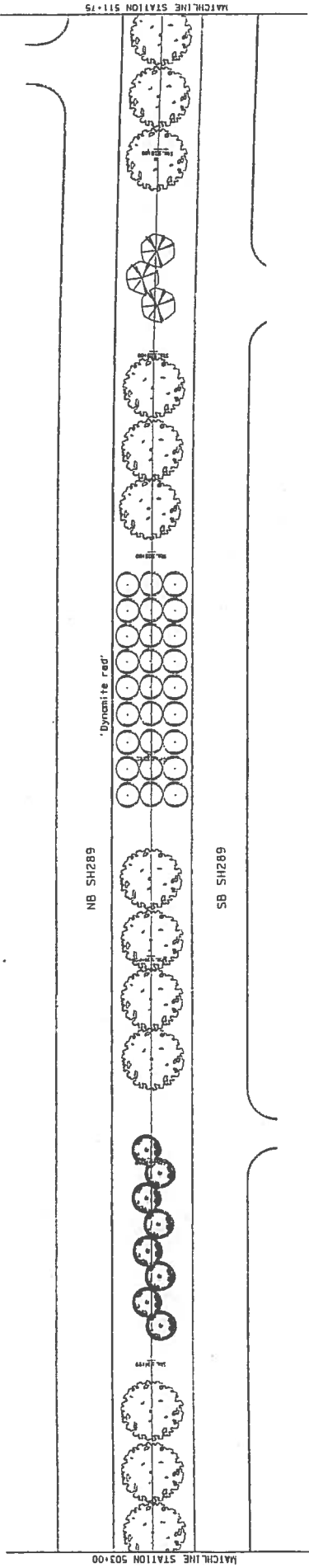
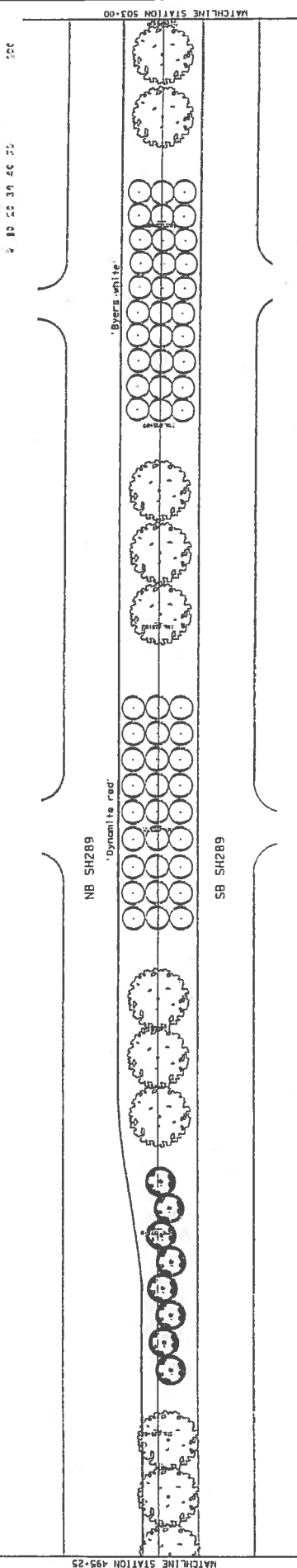
ESTIMATED SHEET QUANTITIES

DESCRIPTION	QTY	UNIT
BALD CYPRESS	0	60
LACINIA	24	60
LIVE OAK	12	60
VITEX	5	60
TEXAS MOUNTAIN LAUREL	12	60
CRAPPEY HILL	42	60
INDIAN HAWTHORNE "SNOW"	0	60
KNOCKOUT ROSE - RED	0	60
WEeping LOVE GRASS	0	60
LANTANA - DALLAS RED	0	60
DWARF YAUPOUR HOLLY	0	60
GIANT LIRIODENDRON	0	60
SOFT LEAF YUCCA	0	60
EUFRASIA DIAMOND LOROPETALUM	0	60

DATE: 06/24/14
FILE: 1294.LMA



4 10 20 30 40 50



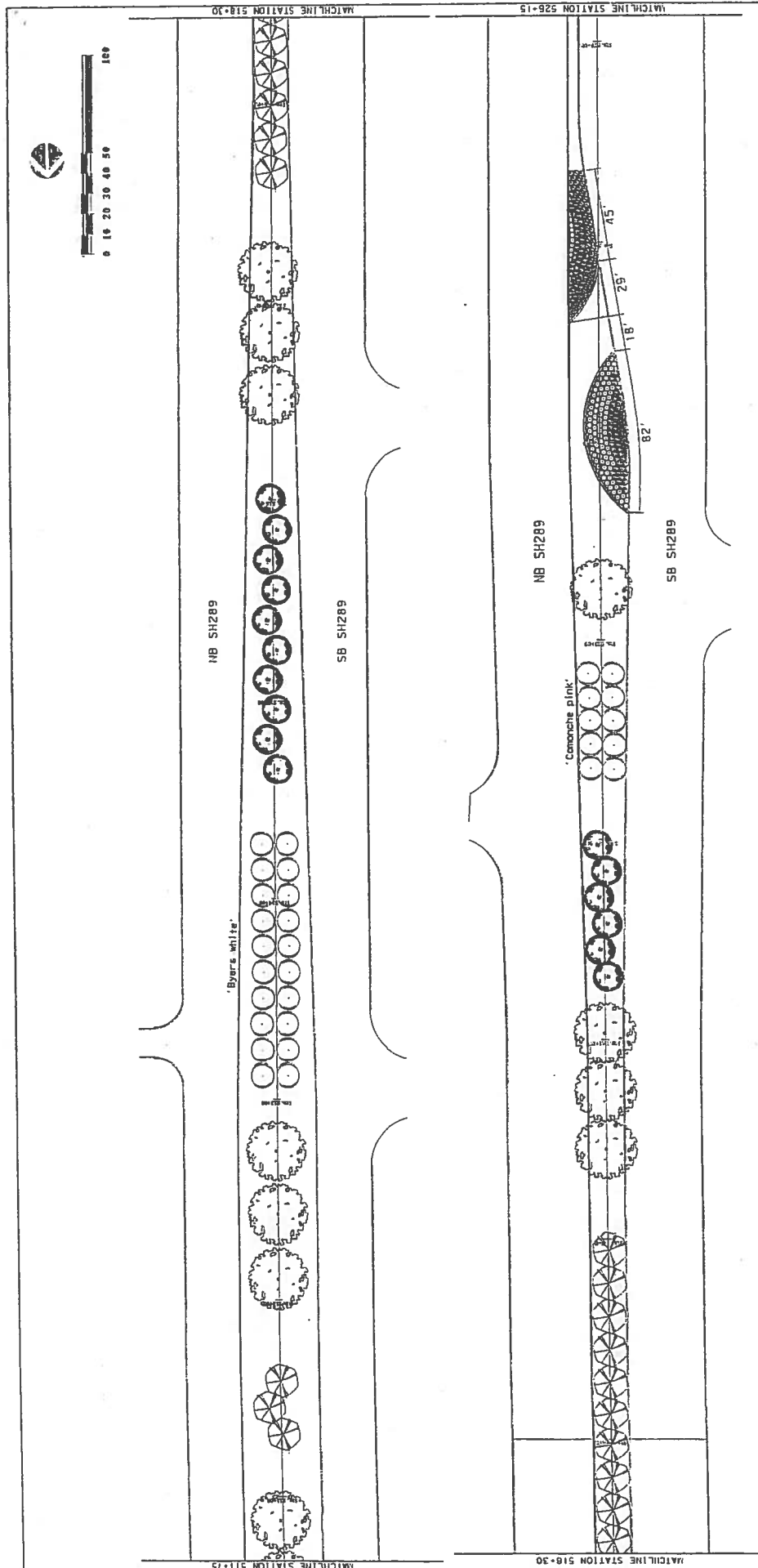
Texas Department of Transportation
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LANDSCAPE PLAN
CITY OF CELINA

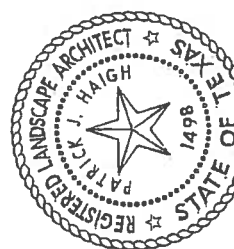
SCALE: 1" = 50' - 0"	SHEET 14 OF 26
DESIGN: EBB	FEDERAL AID PROJECT NO.: SH289
DATE: 6/20/14	(See Title Sheet)
STATE: TEXAS	DISTRICT: DALLAS
COUNTY: COLLIN	SECTION: 04
PROJECT: 0091	JOB: 059
DESIGNER: P.J.H.	DATE: 6/20/14

ESTIMATED SHEET QUANTITIES	
DESCRIPTION	QTY
1" MOW STRIP	0
BRD. PREPARATION	0
1" MOW STRIP	0
BRD. PREPARATION	0

DATE: 6/20/14
FILE: 7.G.a

[illegible]

DATE: 12/15/71
FILE: 100-441101



Signature of Registrant & Date
Patricia King, PLA 28 Apr 20

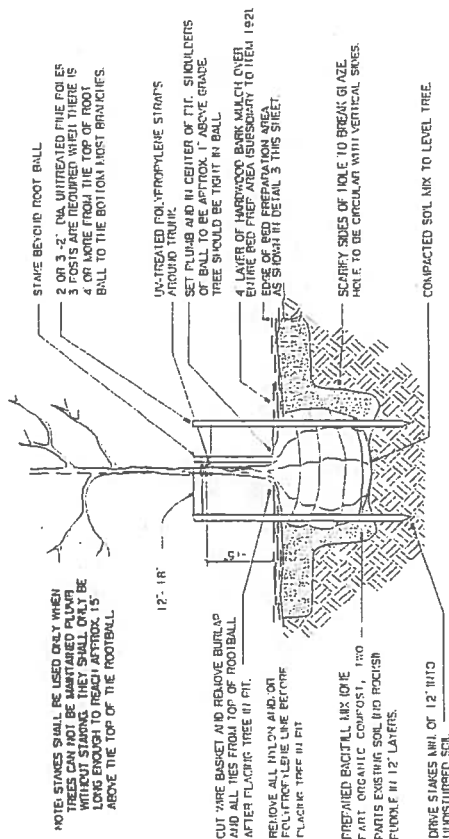
SCALE: 1" = 50' - 0"		SHEET 15 OF 26	
DESIGN	FED. PROJ. NO.	FEDERAL AID PROJECT NO.	DRAWING TITLE
EBB	6		(See Title Sheet)
PROPERTIES	STATE	DISTRICT	COUNTY
EBB	TEXAS	DALLAS	COLLIN
CHECK	CONTROL	SECTION	JOB
PJH	0091	04	059
PJH			46

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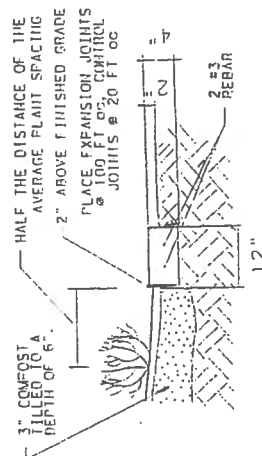
LANDSCAPE PLAN
CITY OF CELINA

CITY OF CELINA

SCALE: 1"=50'-0"



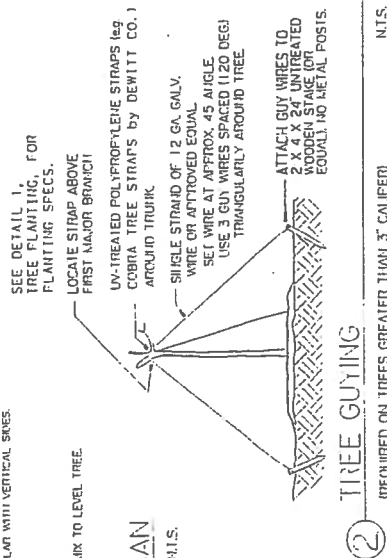
TREE PLANTING - B&B, BOX, CAN



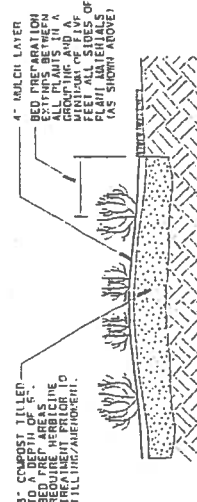
3) MOW STRIP AT PLANTING BED N.T.S.

LAYOUT NOTES:

- Dimensions are shown for general layout purposes; new ship's lead edges shall be smooth flowing.



N.T.S.



PLANTING BED LAYOUT

STREETS & SUPPLIES NOW IN CONCRETE NOW STRIP AWAY

U.S.

PLANT SPECIFICATIONS									
Common Name	Date	Quantity	Plant Condition	Col. Color	Height	Survived	* Remarks		
				from 182-200 to 181-200					
WILLOW TREES/LARGE SHRUBS									
Leadbeater Elm		211	45 Gotion	3' - 5 1/2"	12' - 14'	Min. 4'	Tree heavily topped		
Alder		11	45 Gotion	3' - 5 1/2"	12' - 14'	Min. 4'	50' o.e.		
Bald Cypress		53	45 Gotion	3' - 5 1/2"	12' - 14'	Min. 4'			
Quercus virginiana									
SMALL TREES/LARGE SHRUBS									
White Birch	182-200 & 181-200	196	15 Gotion	1 1/2" - 2"	Min. 8'	Min. 3'	Tree form		
Sumac		33	15 Gotion	2 1/2"	Min. 8'	Min. 4'	Tree form		
White Birch		244	15 Gotion	1 1/2" - 2"	Min. 8'	Min. 4'	Tree form		
Black Birch		241	15 Gotion	1 1/2" - 2"	Min. 8'	Min. 3'	Tree form		
Bramble		220							
Common Fern		177							
SHRUBS/GRAZING PLANTS									
Redtop	182-200	1668	1 Gotion	N/A	Min. 6 in	Min. 8 in	Species 3' o.e.		
Blackberry		107	1 Gotion	N/A	Min. 6 in	Min. 8 in	Species 24' o.e.		
Claytonia		483	1 Gotion	N/A	Min. 6 in	Min. 8 in	Species 24' o.e.		
Blackberry		524	3 Gotion	N/A	Min. 1.5 ft	Min. 1.5 ft	Species 3' o.e.		
Blackberry		419	3 Gotion	N/A	Min. 1.5 ft	Min. 1.5 ft	Species 3' o.e.		
Blackberry		419	3 Gotion	N/A	Min. 1.5 ft	Min. 1.5 ft	Species 3' o.e.		
Blackberry		562	3 Gotion	N/A	Min. 1.5 ft	Min. 1.5 ft	Species 3' o.e.		
Blackberry		533	3 Gotion	N/A	Min. 1.5 ft	Min. 1.5 ft	Species 3' o.e.		

GENERAL NOTES:

1. Contractor will be responsible for referencing Item 192 of the Texas Standard Specifications for Construction of Highways, Streets and Bridges 2004 for all specifications, dimensions, volumes and measurements that have been modified or all plants.
2. All plants will be nursery-grown in containers unless otherwise shown on plans.
3. Rejection of plants will be in accordance with Item 192.2(b).
4. Locations of trees, shrubs, and beds will be staked in the field by the Contractor in accordance with Item 192.3(c).
5. The Contractor will be responsible for the safe transportation of plants to the project site and their condition upon arrival.
6. Plant materials will not be stored on hard surface or left exposed to the sun.
7. Protect the road balls and water regularly until planting.
8. If plants are left in storage over the weekend or holiday, a means of periodically watering and inspection container moisture will be provided.
9. All plants will be hardy, symmetrical, light leaf, and so trained or trained in development and appearance as to be superior in form, number of branches, and compactness. Plants will be sound, healthy and vigorous, well branched, densely foliated when in leaf, and will have healthy, well developed root systems.
10. All shrub and tree plantings will be matched after planting to the depth indicated in the details. Match will be sheilded hardwood with a minimum 3/8" inch hole over 25% by volume of the particles and dust, which will be free of any plastic, glass, metals, and other contaminants (sticks, stones, clay, or other foreign matter).
11. **PLANTING BED PREPARATION**

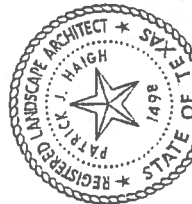
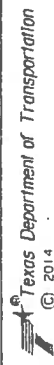
Once bed locations have been approved in the field, apply a glyphosate herbicide within the bed areas to kill existing grasses and weeds. Wait 7-10 days to ensure complete vegetation control. Remove as necessary before applying compost.

Apply three inches (3") of General Use Compost to all planting areas and thoroughly till to a depth of six inches (6"). Specification Item 161, Compost - General Use, Compost and Herbicide applications will not be paid for separately but will be considered subsidiary to Item 192, planted bed preparation.

1. PLANTING BED PREPARATION

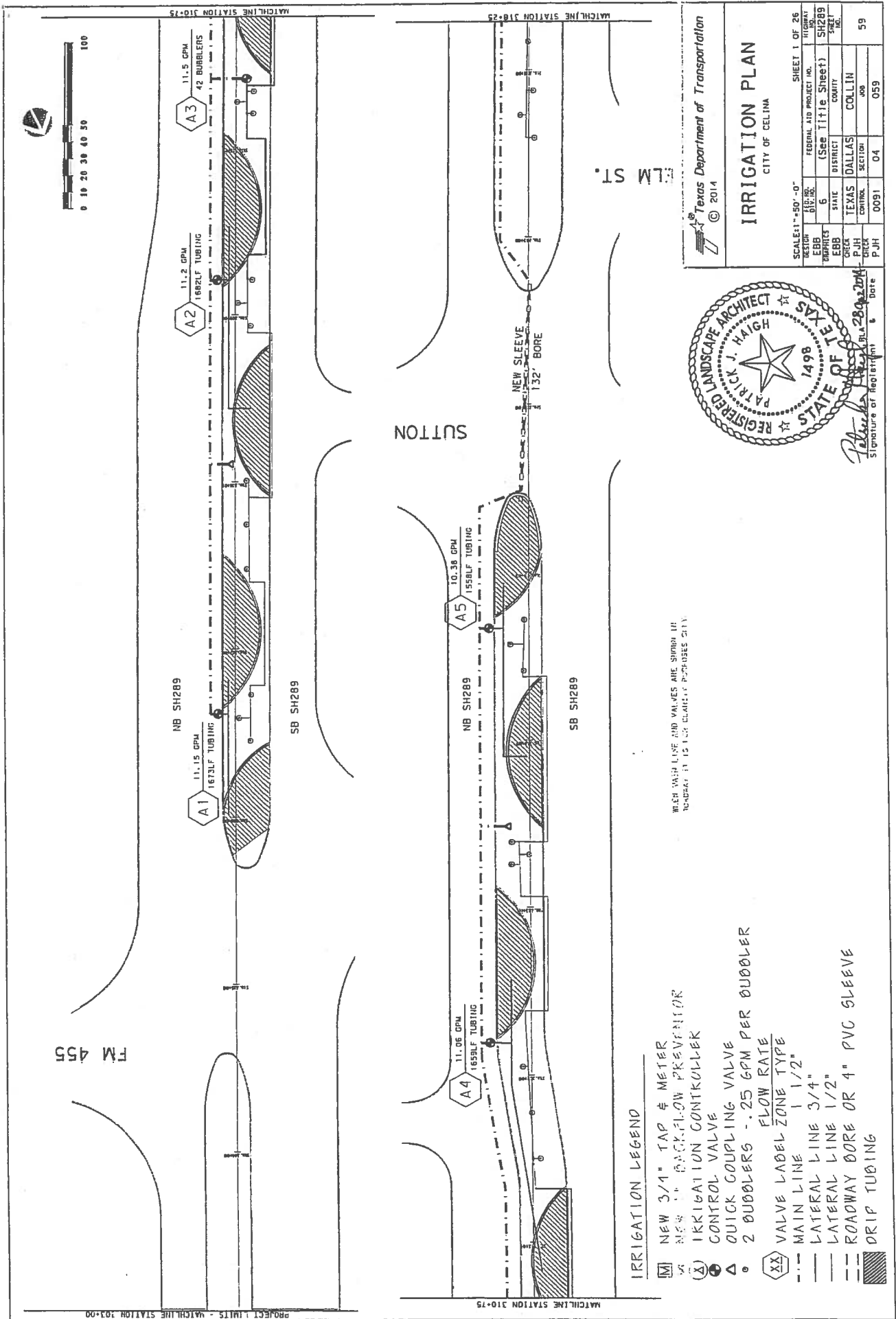
Once bed locations have been approved in the field, apply a glyphosate herbicide within the bed areas to kill existing grasses and weeds. Wait 7-10 days to ensure complete vegetation control. Reapply as necessary before applying compost.

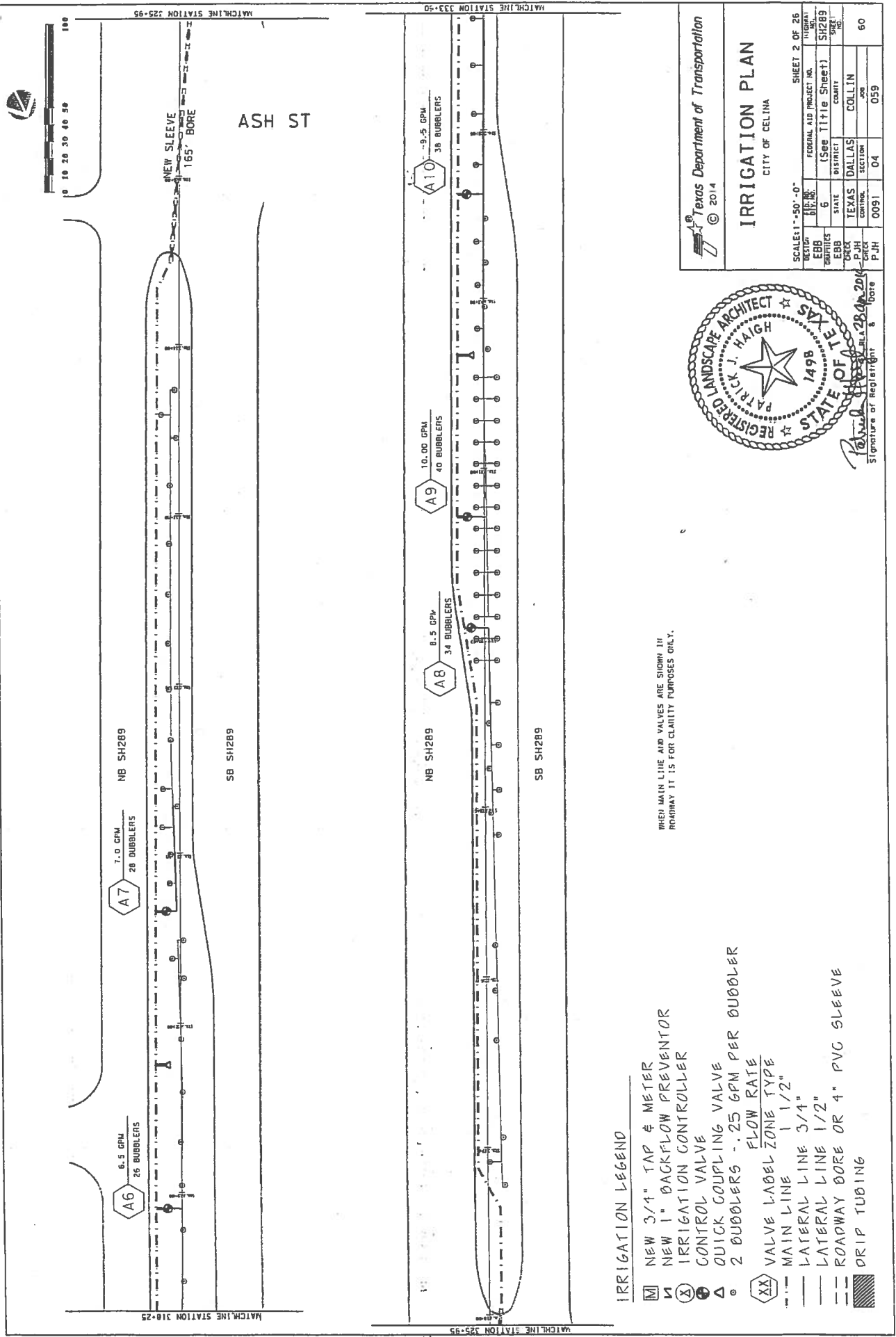
Apply Three inches (3") of General Use Compost to all planting areas and thoroughly till to a depth of six inches (6"). Specification Item 161 Compost - General Use Compost and Herbicide Applications will not be paid for separately but will be considered subsidiary to Item 192, planting bed preparation.



SCALE AND SING-IT									
DESIGN	6	FEDERAL AID PROJECT NO.	INTEGRAL NO.						
EBB	5		SH 219						
EMPHASIS	6	(See Title Sheet)							
EBB		DISTRICT	COUNTY	SHEET NO.		58			
GREEN		TEXAS	DALLAS						
PJH		SECTION	ADD						
CHICK		0091	04						
PJH									

Signature of Registrant: Pattabhi Kiran Date: 22 Apr 2019

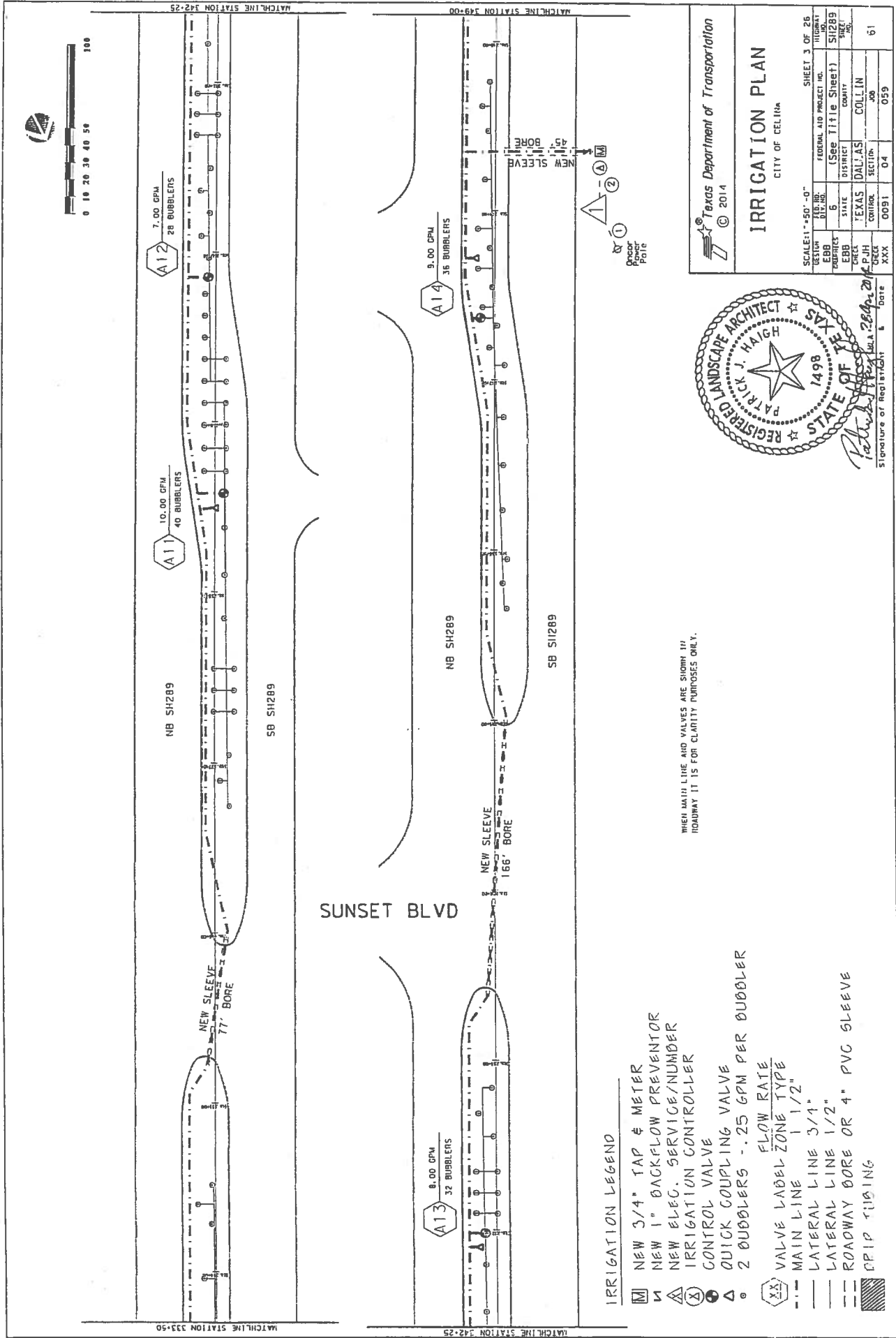




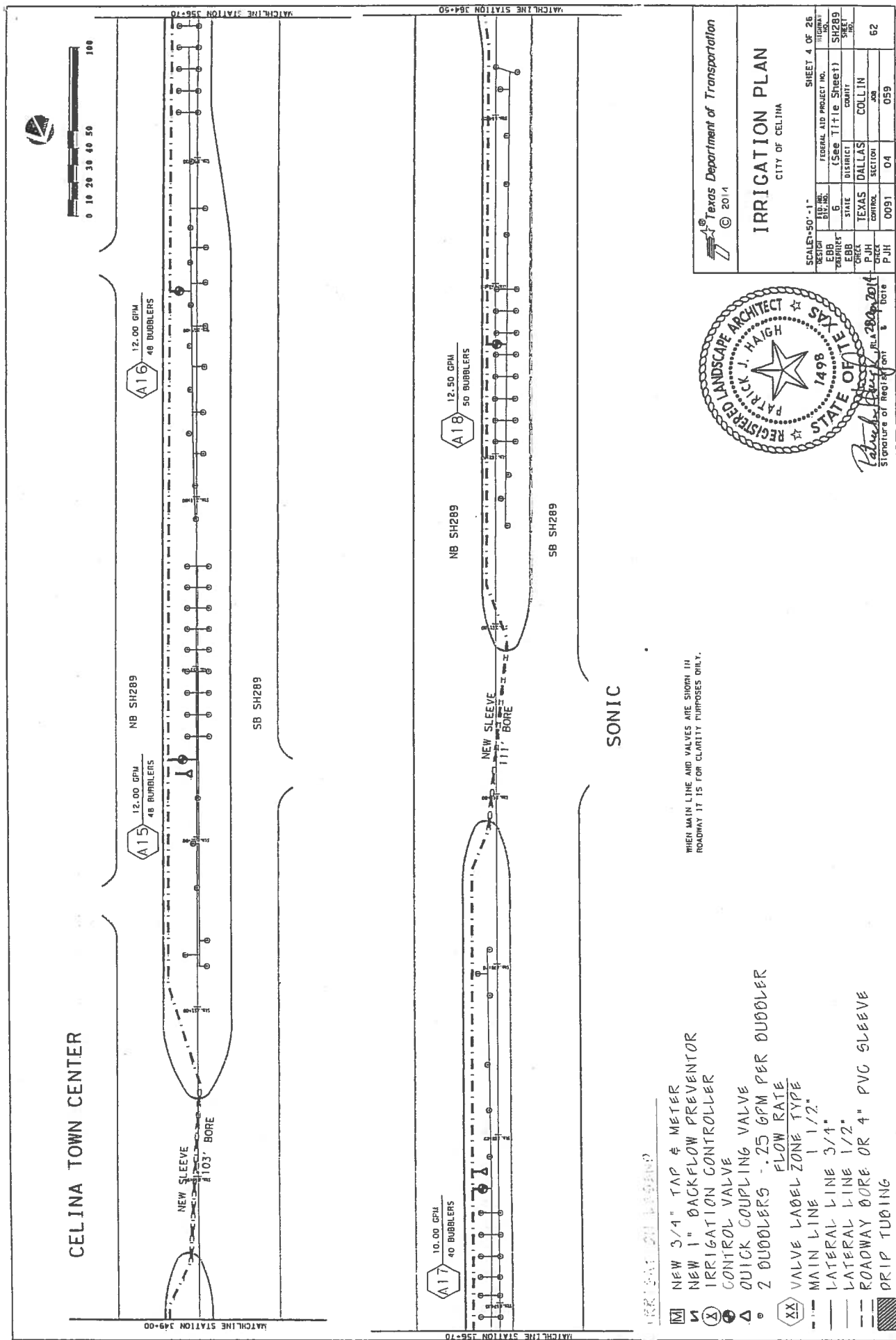
WHEN MAIN LINE AND VALVES ARE SHOWN IN ROADWAY IT IS FOR CLARITY PURPOSES ONLY.

IRRIGATION LEGEND

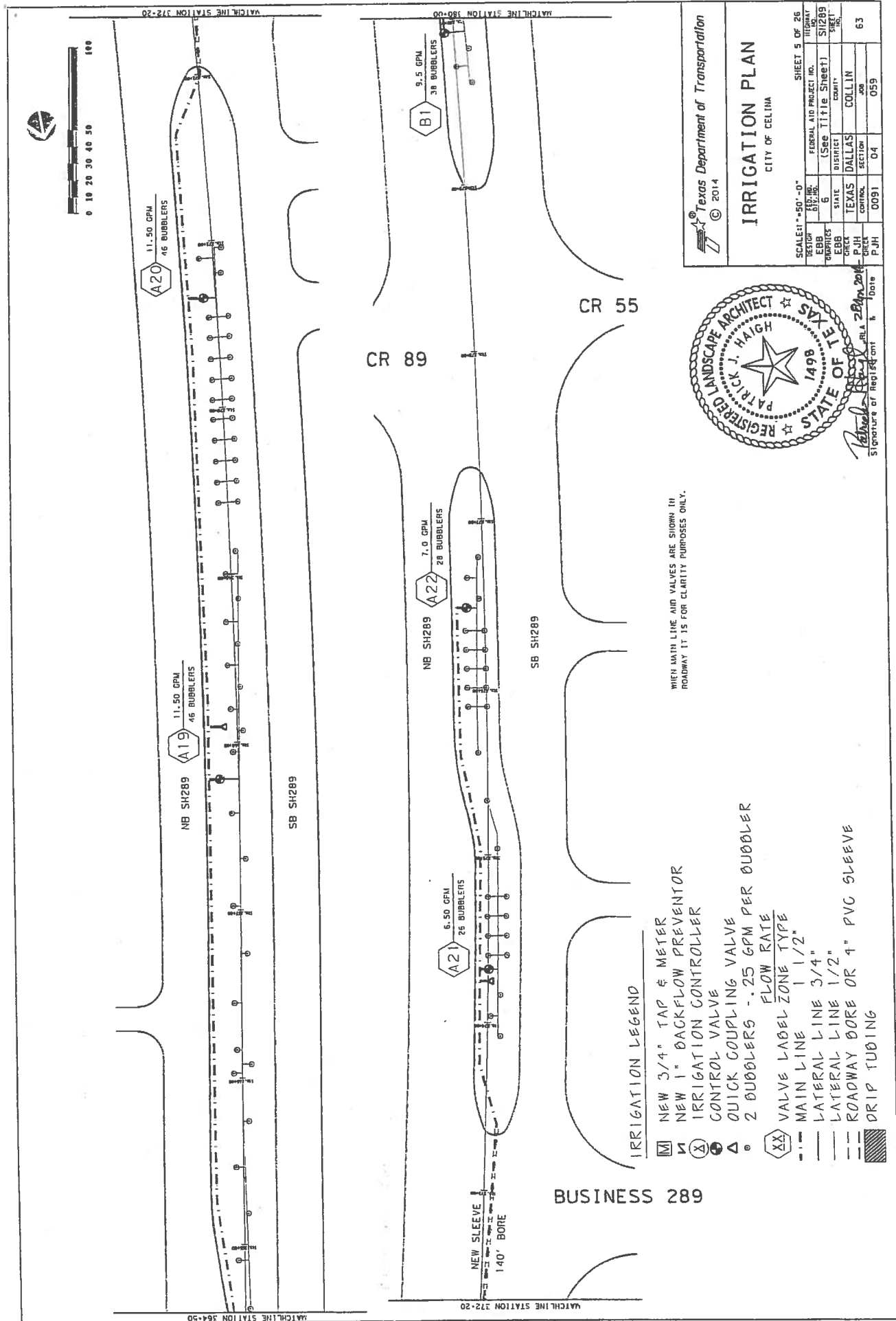
- [M] NEW 3/4" TAP & METER
- [N] NEW 1" BACKFLOW PREVENTOR
- [X] IRRIGATION CONTROLLER
- [+/-] CONTROL VALVE
- [Δ] QUICK COUPLING VALVE
- [○] 2 BUBBLERS - .25 GPM PER BUBBLER
- [XX] VALVE LABEL ZONE TYPE
- [---] MAIN LINE 1 1/2"
- [---] LATERAL LINE 3/4"
- [---] LATERAL LINE 1/2"
- [---] ROADWAY BORE OR 4" PVC SLEEVE
- [■] DRIP TUBING

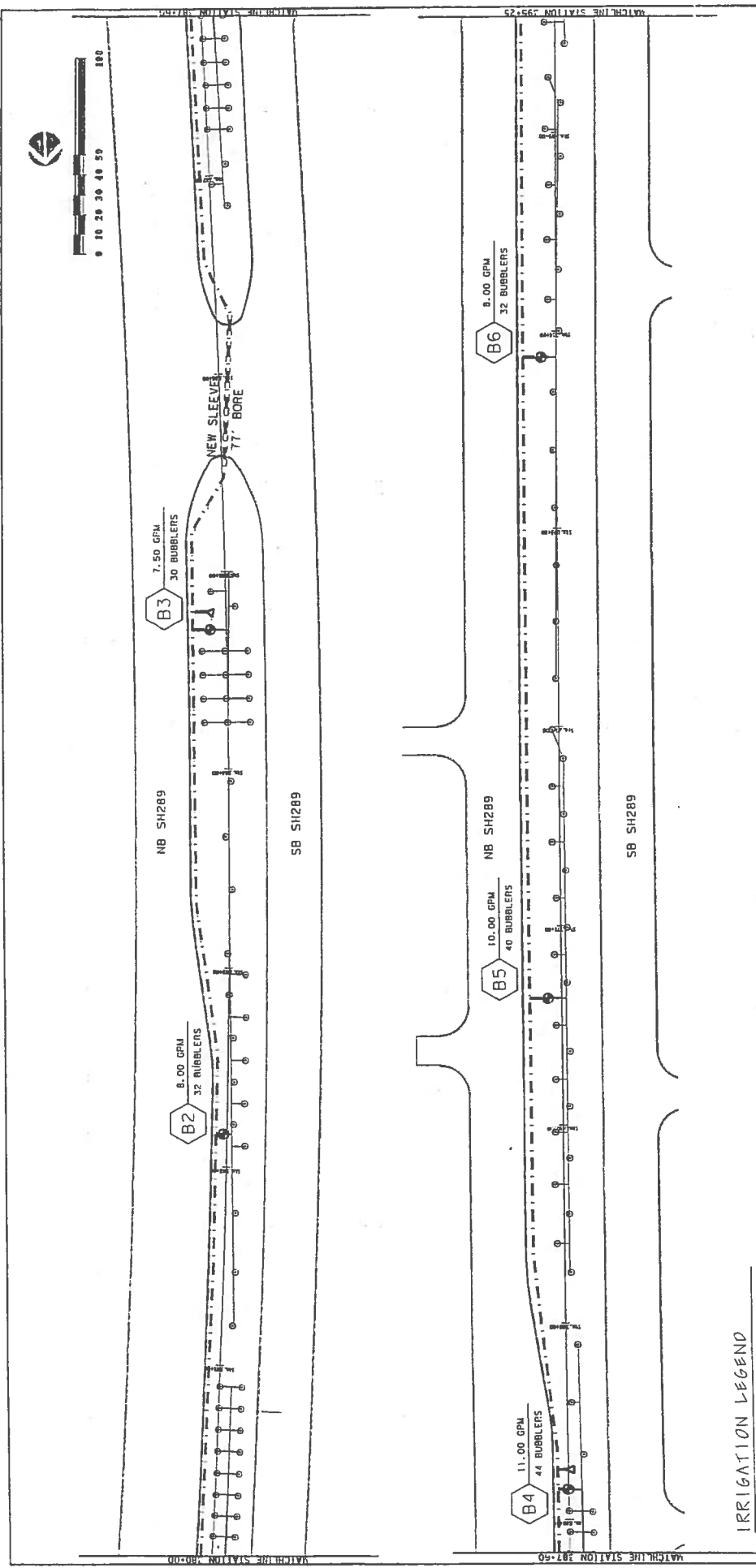


DATE: 10/2/13
FILE: 10/2/13



DATE: 8/2/88
FILE: 8/2/88





IRRIGATION LEGEND

- [M] NEW 3/4" TAP & METER
- [W] NEW 1" BACKFLOW PREVENTOR
- [X] IRRIGATION CONTROLLER
- [V] CONTROL VALVE
- [D] QUICK COUPLING VALVE
- [O] 2 BUBBLERS - .25 GPM PER BUBBLER
- [XX] VALVE LABEL ZONE TYPE
- [---] MAIN LINE 1 1/2"
- [---] LATERAL LINE 3/4"
- [---] LATERAL LINE 1/2"
- [---] ROADWAY BORE OR 4" PVC SLEEVE
- [Hatched] DRIP TUBING

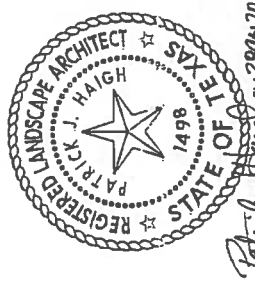
WHEN MAIN LINE AND VALVES ARE SHOWN IN ROADWAY IT IS FOR CLARITY PURPOSES ONLY.



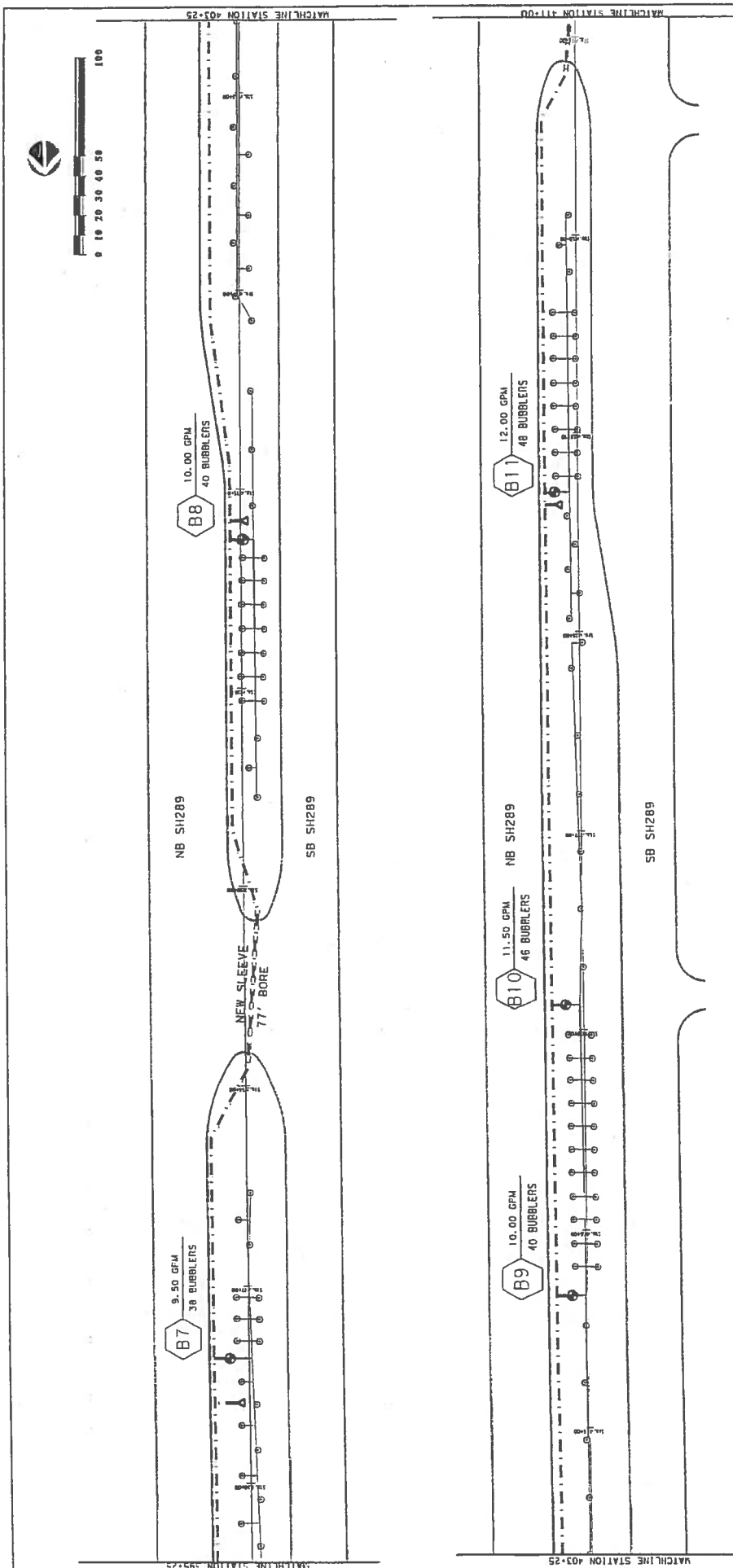
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IRRIGATION PLAN
CITY OF CELINA

DESIGN EBB		FEDERAL AID PROJECT NO. 6		SHEET 6 OF 26	
DRAWN EBB		(See Title Sheet)		SH289	
CHECK P.J.H.		STATE TEXAS		COUNTY DALLAS	
PROJECT P.J.H.		CONTROL 0091		JOB 059	
DATE JUL 29, 2014		SIGNATURE OF REGISTRANT		DATE	



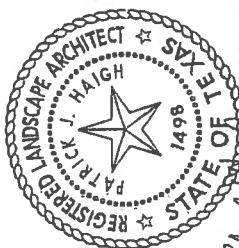
FILED: 08/01/14
DATE: 08/01/14



IRRIGATION LEGEND

- [M] NEW 3/4" TAP & METER
- [L] NEW 1" BACKFLOW PREVENTOR
- [C] IRRIGATION CONTROLLER
- [X] CONTROL VALVE
- [D] QUICK COUPLING VALVE
- [O] 2 BUBBLERS - .25 GPM PER BUBBLER
- [X] VALVE LABEL ZONE TYPE
- [---] MAIN LINE 1 1/2"
- [---] LATERAL LINE 3/4"
- [---] LATERAL LINE 1/2"
- [---] ROADWAY BORE OR 4" PVC SLEEVE
- [Hatched Box] DRIP TUBING

WHEN MAIN LINE AND VALVES ARE SHOWN IN ROADWAY IT IS FOR CLARITY PURPOSES ONLY.

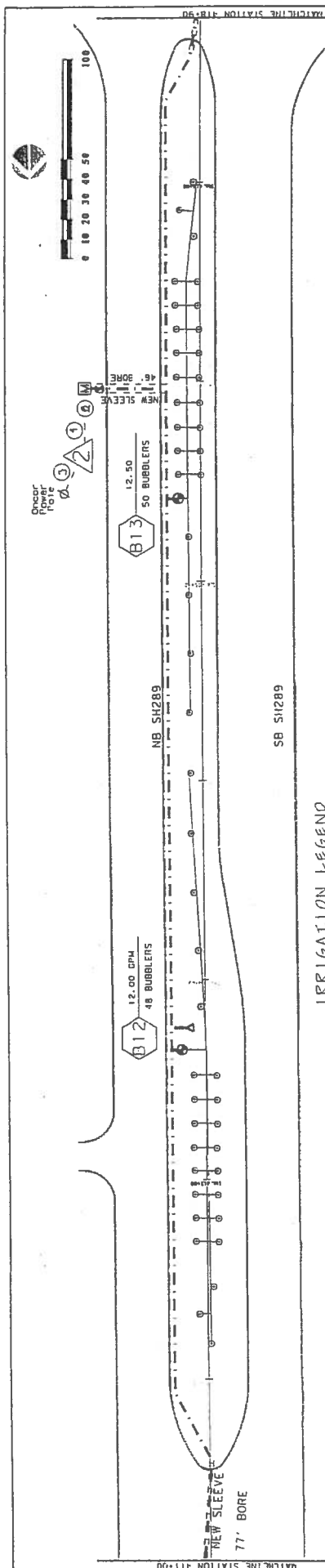


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IRRIGATION PLAN
CITY OF CELINA

SCALE: 1" = 50'-0"	SHEET 7 OF 26
DESIGN: EBB	FEDERAL AID PROJECT NO.
CHECK: EBB	SHEET NO.
DATE: 11/11/14	(See Title Sheet)
STATE: TEXAS	COUNTY: COLLIN
DISTRICT: DALLAS	SECTION: 059
CONTROL: PJH	JOB: 65
SIGNATURE: PJH	DATE: 11/11/14

DATE: 11/11/14
FILE: 11/11/14



ELECTRICAL SERVICE DATA

Elec. Sinker No.	Sheet Sinker No.	Ekemetal Service Description (res ED (h-03))	Sinker Condition Site	Sinker Conductivity Sinker	Sinker Sat. Sinker Aug.	Min. Chl. Bur. Aug.	1st Pole Contact Aug.	Pole/Sink Load Aug.	Client No	Branch Client Pole/Sink	Branch Client Aug.	NV3 Load
1	61	ELEC SERV TT DQ130210069(NCS)(N)(PSU)	Y	3-6	N/A	27-60	11A	100	A	1P-20	2	0.2
2	66	ELEC SERV TT DQ130210069(NCS)(N)(PSU)	Y	3-6	N/A	27-60	11A	100	A	1P-20	2	0.2
3	71	ELEC SERV TT DQ130210069(NCS)(N)(PSU)	Y	3-6	N/A	27-60	11A	100	A	1P-20	2	0.2
4	76	ELEC SERV TT DQ130210069(NCS)(N)(PSU)	Y	3-6	N/A	27-60	11A	100	A	1P-20	1	0.1
5	80	ELEC SERV TT DQ130210069(NCS)(N)(PSU)	Y	3-6	N/A	27-60	11A	100	A	1P-20	1	0.1

CONDUIT RUN						
Run No.	Conduit Size/Type (LF)	Conduit Schedule No.	Electrical CNDR (EA)			Length of Run (LF)
			No. of Wires	No. of Wires	No. of Wires	
1		25	-	-	3	25
2		10	1	2	-	10
3		25	-	-	3	25
4		10	1	2	-	10
5		25	-	-	3	25
6		10	1	2	-	10
7		25	-	-	3	25
8		10	1	2	-	10
9		25	-	-	3	25
10		10	1	2	-	10
TOTAL		175	50	100	375	175

IRRIGATION LEGEND

- NEW 3/4" TAP & METER
NEW 1" BACKFLOW PREVENTOR
NEW ELEC. SERVICE/NUMBER
IRRIGATION CONTROLLER
CONTROL VALVE
QUICK COUPLING VALVE
2 BUBBLERS - .25 GPM PER BUBBLER

WHEN MAIN LINE AND VALVES ARE SHOWN IN
ROADWAY IT IS FOR CLARITY PURPOSES ONLY.

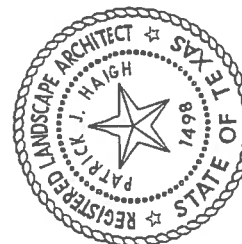
	VALVE LABEL	ZONE TYPE	FLOW RATE
XX	MAIN LINE	1 1/2"	
---	LATERAL LINE	3/4"	
---	LATERAL LINE	1/2"	
---	ROADWAY BORE OR 4" PV		
▨	DRIP TUBING		

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IRRIGATION PLAN

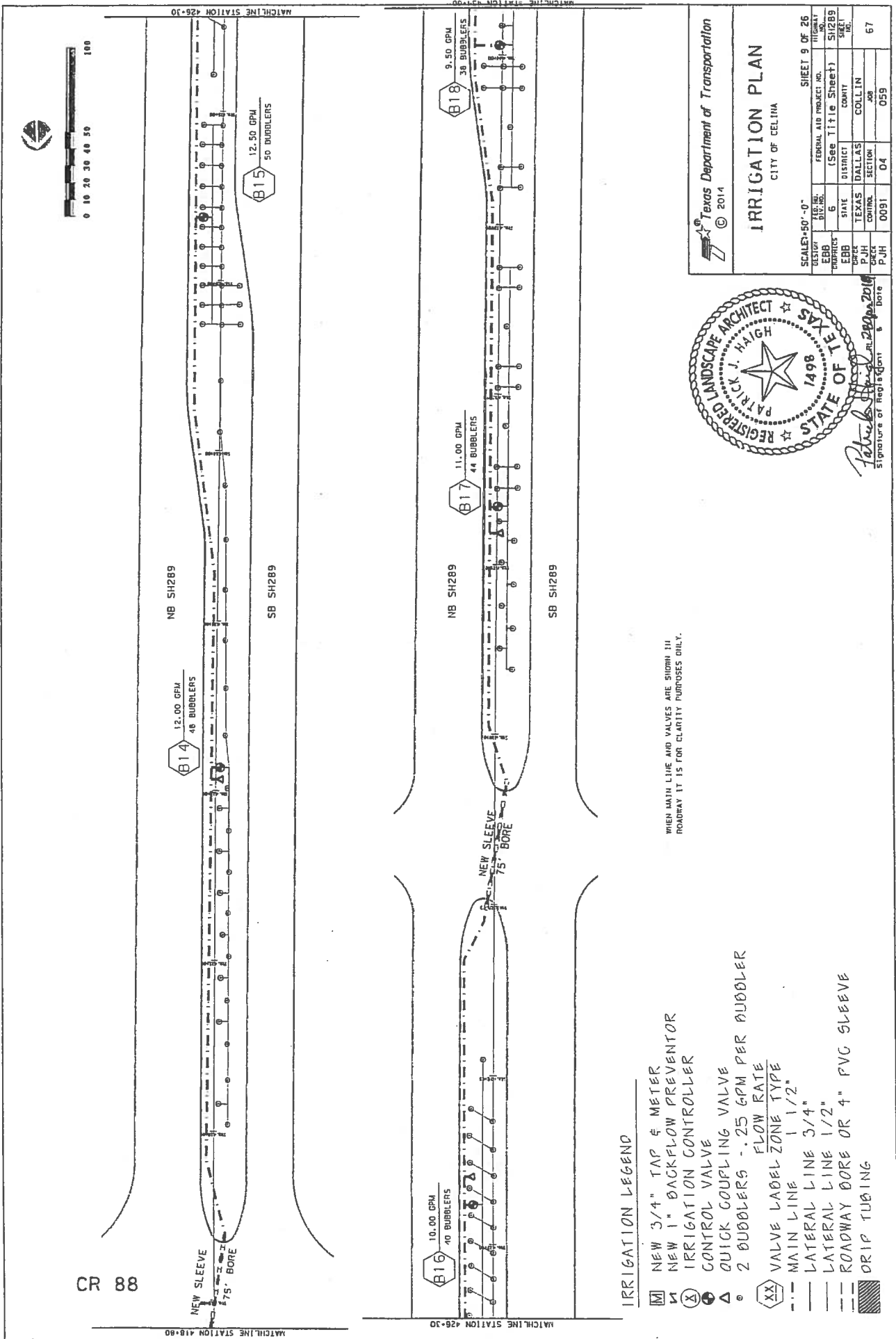
CITY OF CELINA

SCALE: "50' = 0"	SHEET 8 OF 26	
DESIGN E88	FEDERAL AID PROJECT NO. 6	HSR FISCAL YEAR
STATE E88	(See Title Sheet)	SA289
COUNTY PUH	DISTRICT DALLAS	SHEET NO.
SECTION CONTROL	COLLIN	66
JOB 059	04	



Alan P. McNeil, P.E. 4/28/14

Signature of Registrant & Date
Patricia W. L. 20 April 2011

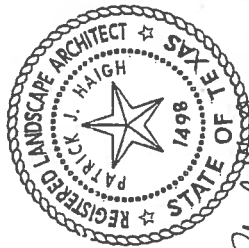


CR 88

IRRIGATION LEGEND

- [M] NEW 3/4" TAP & METER
- [W] NEW 1" BACKFLOW PREVENTOR
- [X] IRRIGATION CONTROLLER
- [V] CONTROL VALVE
- [D] QUICK COUPLING VALVE
- [B] 2 BUBBLERS - .25 GPM PER BUBBLER
- [XX] VALVE LABEL ZONE TYPE
- [---] MAIN LINE 1 1/2"
- [---] LATERAL LINE 3/4"
- [---] LATERAL LINE 1/2"
- [---] ROADWAY BORE OR 4" PVC SLEEVE
- [Hatched Box] DRIP TUBING

WHEN MAIN LINE AND VALVES ARE SHOWN IN ROADWAY IT IS FOR CLARITY PURPOSES ONLY.

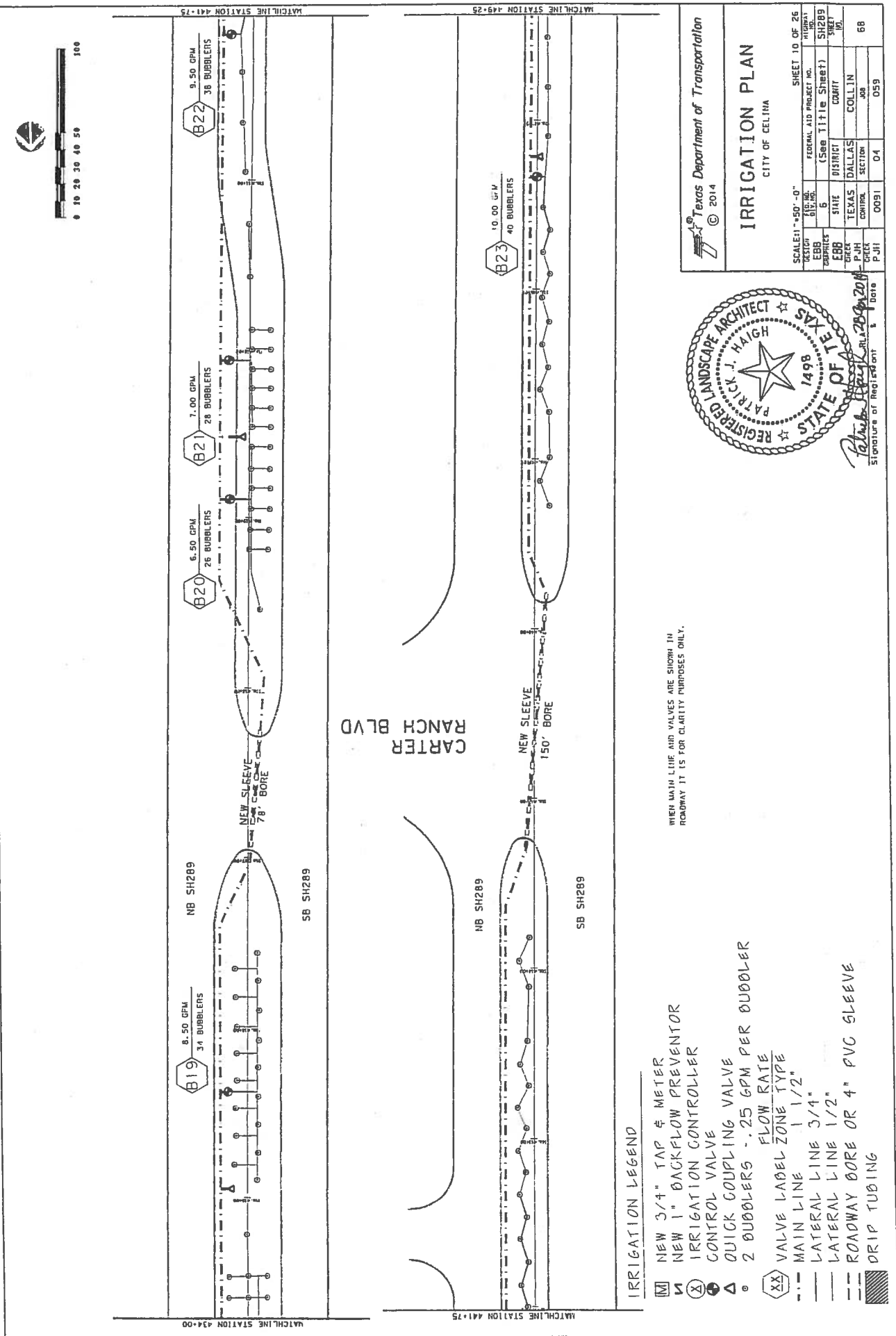


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IRRIGATION PLAN
CITY OF CELINA

DESIGN	EBB	FED. PROJ. NO.	6	SHEET NO.	9 OF 26
DRAWN	EBB	STATE	TEXAS	COMMIT	SH289
CHECKED	PJH	DISTRICT	DALLAS	SECTION	67
DATE	04/09/14	CONTROL	04	JOBS	059
BY	PJH	0091	04		

Signature of Registered Professional
Date: 04/09/14

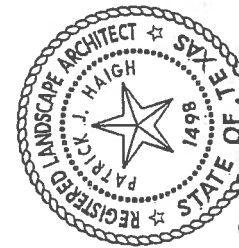


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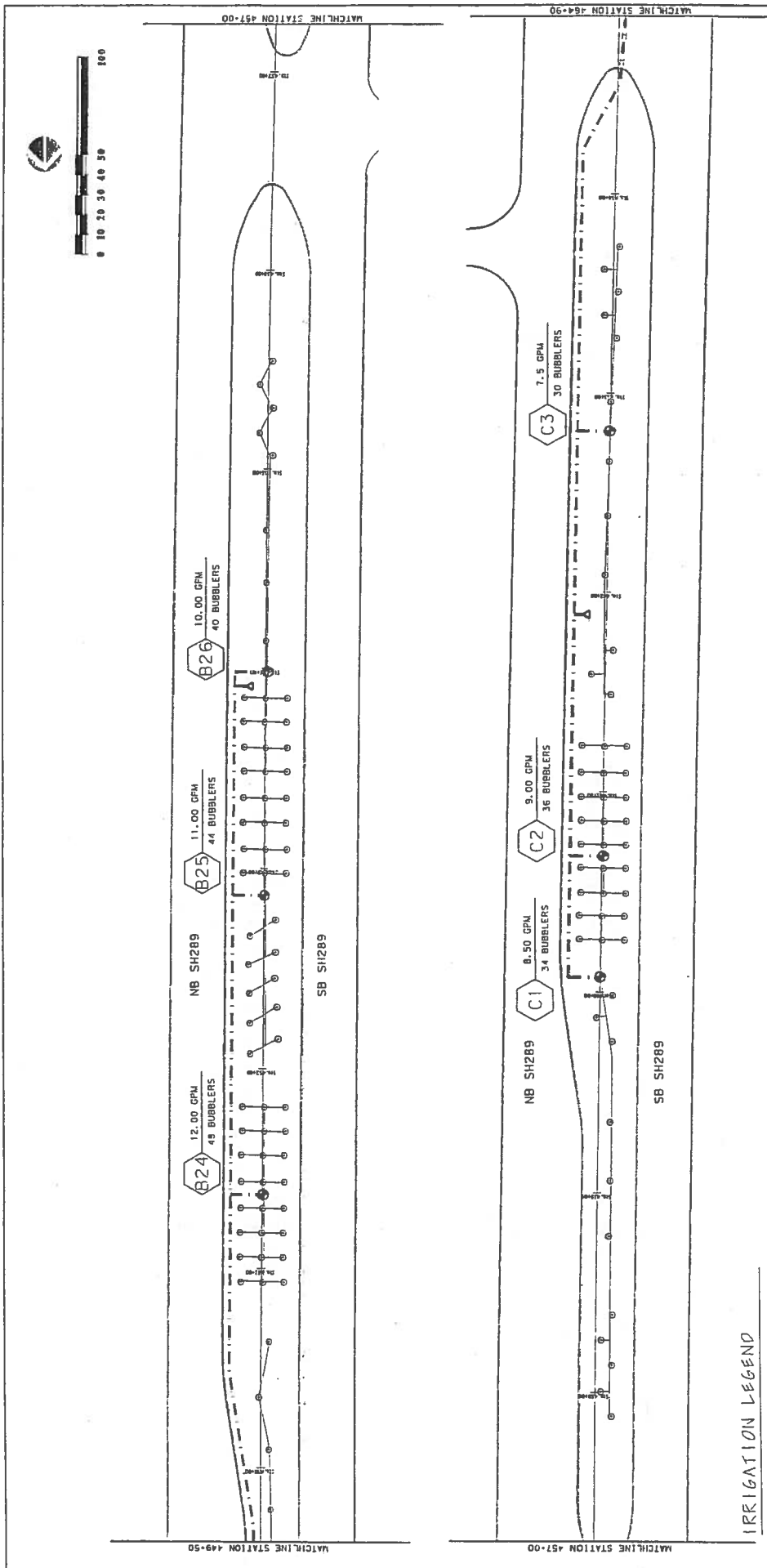
IRRIGATION PLAN

CITY OF CELINA

SECTION	NO.	NO.	FEDERAL AID PROJECT NO.	SHEET NO.
EBB	6	(See Title Sheet)	SH289	68
STATE	DISTRICT	COUNTY	COLLIN	68
TEXAS	DALLAS	SECTION	04	059
DATE	11/11/2014	DATE	11/11/2014	DATE
DESIGNED BY	PJH	CHECKED BY	PJH	DATE



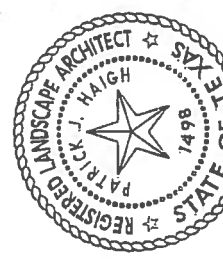
Signature of Registered Professional Engineer
Date: 11/11/2014



IRRIGATION LEGEND

- [M] NEW 3/4" TAP & METER
- [W] NEW 1" BACKFLOW PREVENTOR
- [X] IRRIGATION CONTROLLER
- [V] CONTROL VALVE
- [D] QUICK COUPLING VALVE
- [B] 2 BUDDERS - .25 GPM PER BUDDER
- [XX] VALVE LABEL ZONE TYPE
- [---] MAIN LINE 1 1/2"
- [---] LATERAL LINE 3/4"
- [---] LATERAL LINE 1/2"
- [---] ROADWAY BORE OR 4" PVC SLEEVE
- [---] DRIP TUBING

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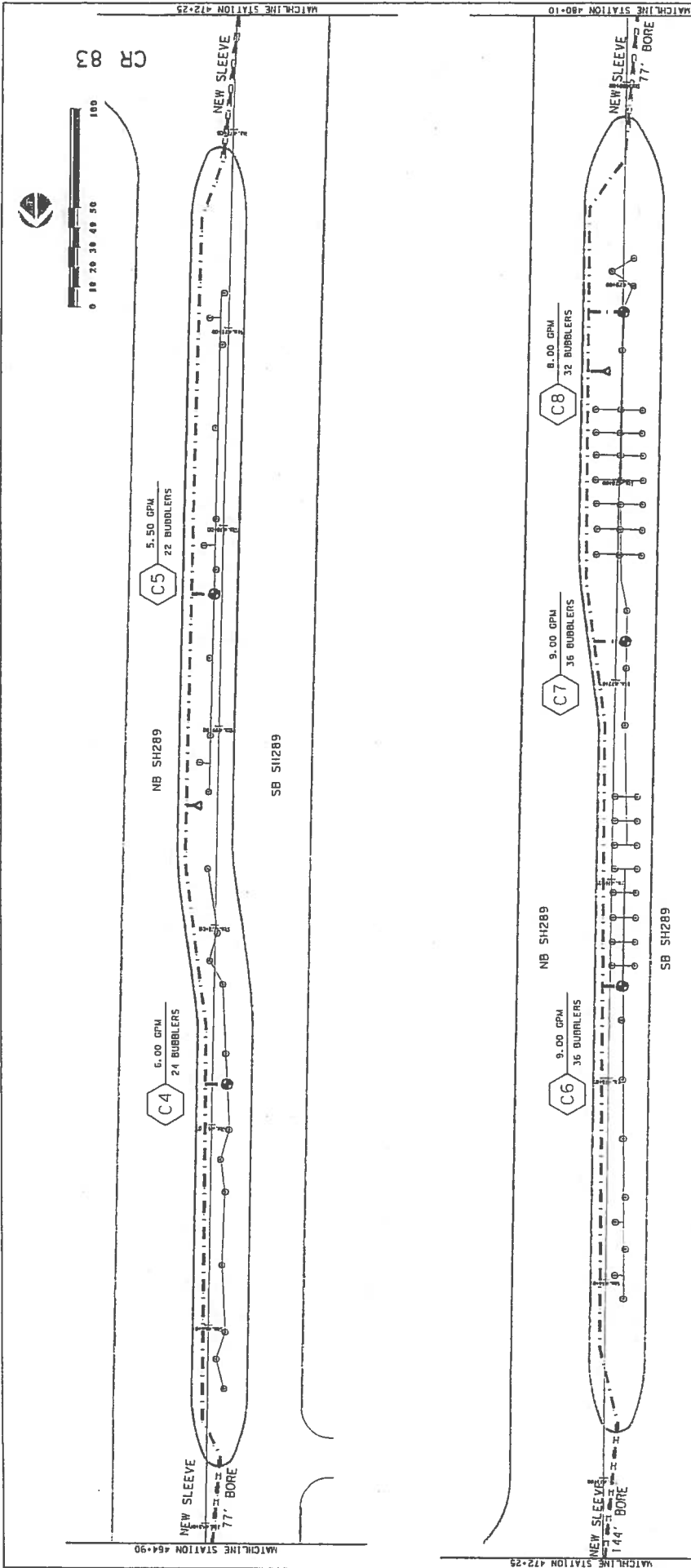


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IRRIGATION PLAN
CITY OF CELINA

SCALE: 1"=50'-0"	SHEET 11 OF 26
DESIGNER: EBB	FEDERAL AID PROJECT NO. (FUNDING)
DRAWN: EBB	6
CHECK: P JH	(See Title Sheet)
DATE: 04/05/2014	STATE: TEXAS
	DISTRICT: DALLAS
	COUNTY: DALLAS
	SECTION: 04
	JOB: 059
	SHEET: 69

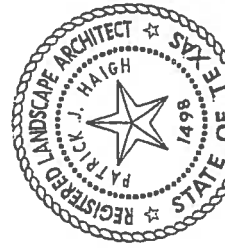
Signature of Registered Professional
Date: 04/05/2014



IRRIGATION LEGEND

- NEW 3/4" TAP & METER
- NEW 1" BACKFLOW PREVENTOR
- IRRIGATION CONTROLLER
- CONTROL VALVE
- QUICK COUPLING VALVE
- 2 BUBBLERS - .25 GPM PER BUBBLER
- VALVE LABEL ZONE TYPE
- MAIN LINE 1 1/2"
- LATERAL LINE 3/4"
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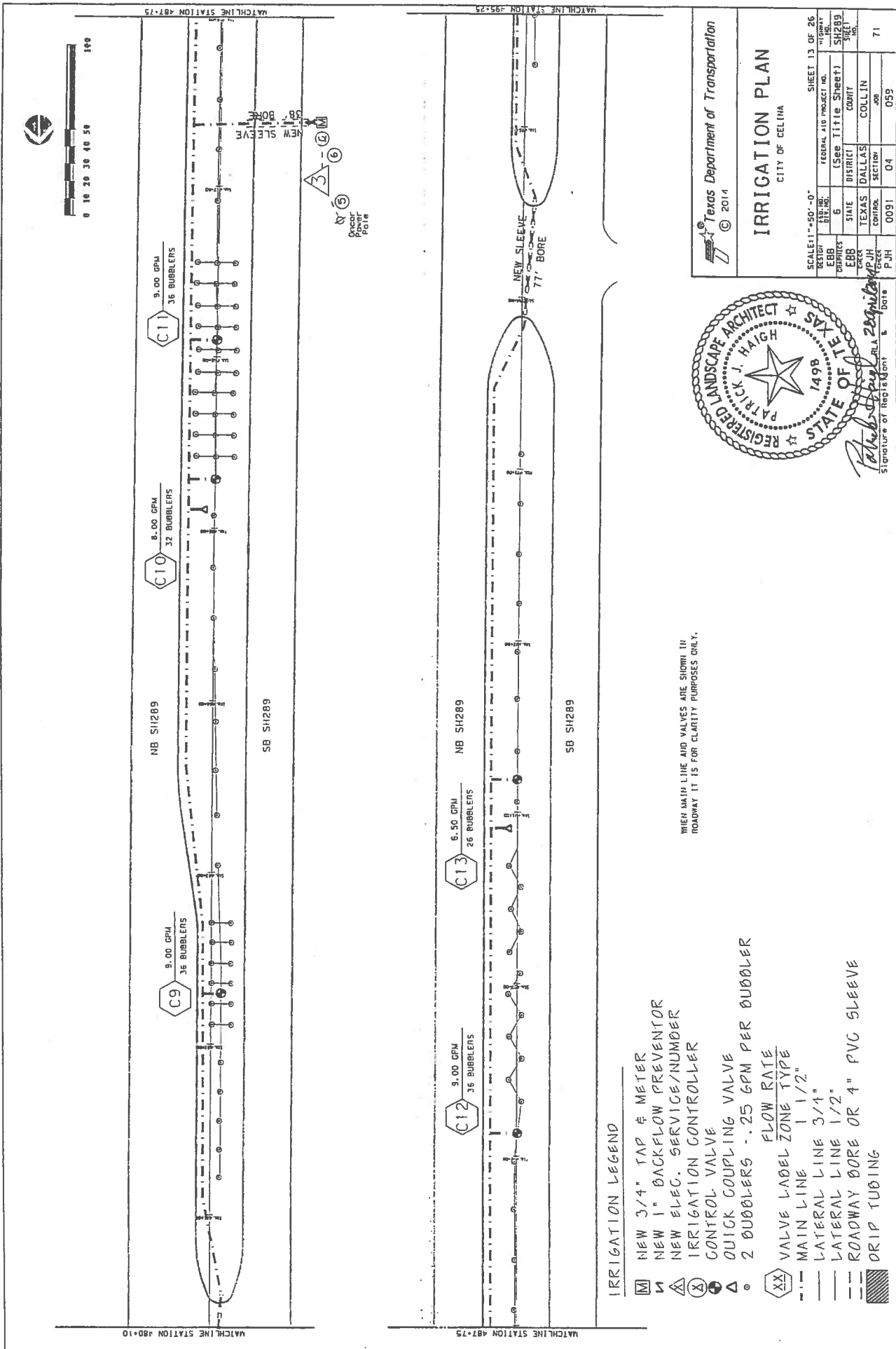


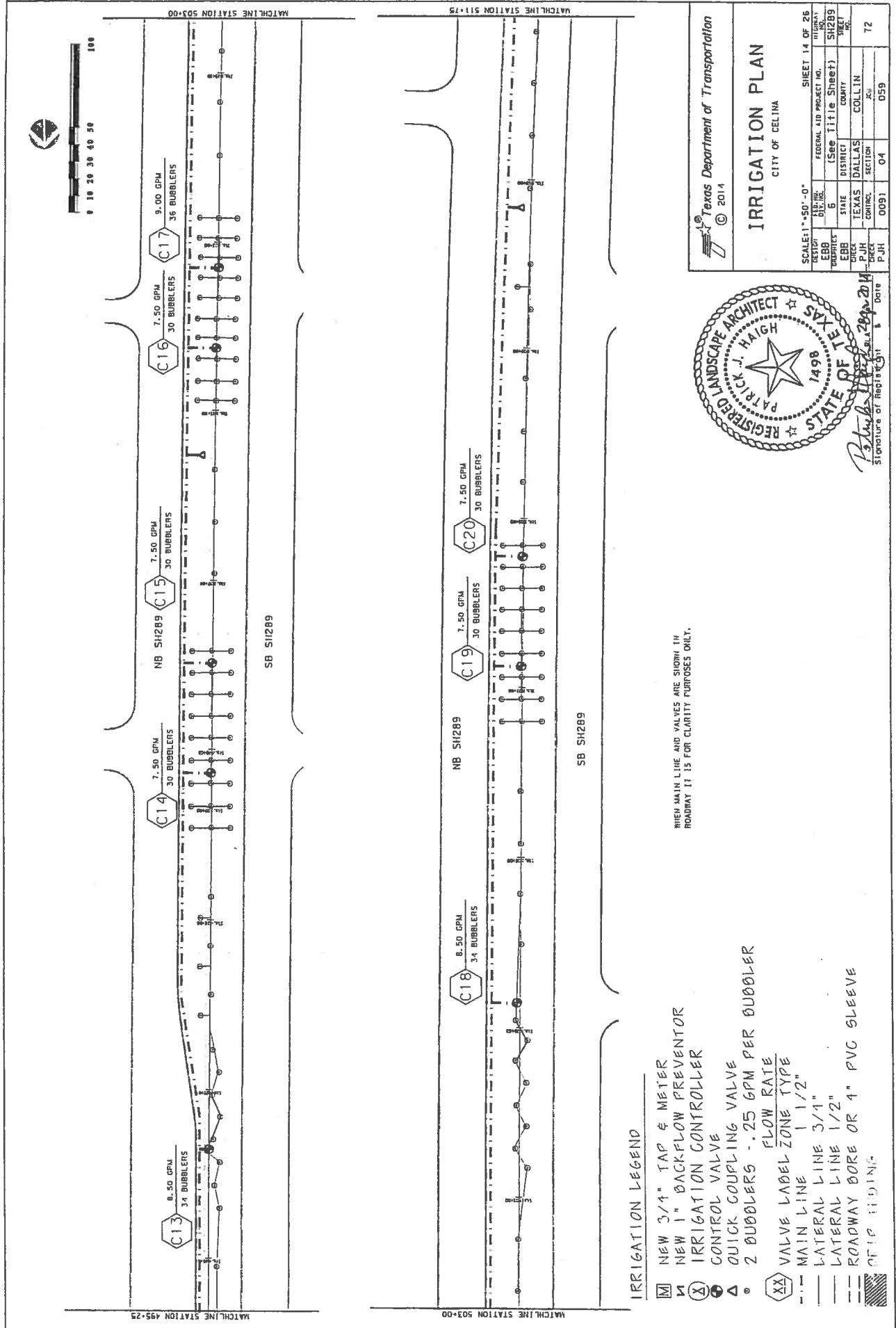
Texas Department of Transportation
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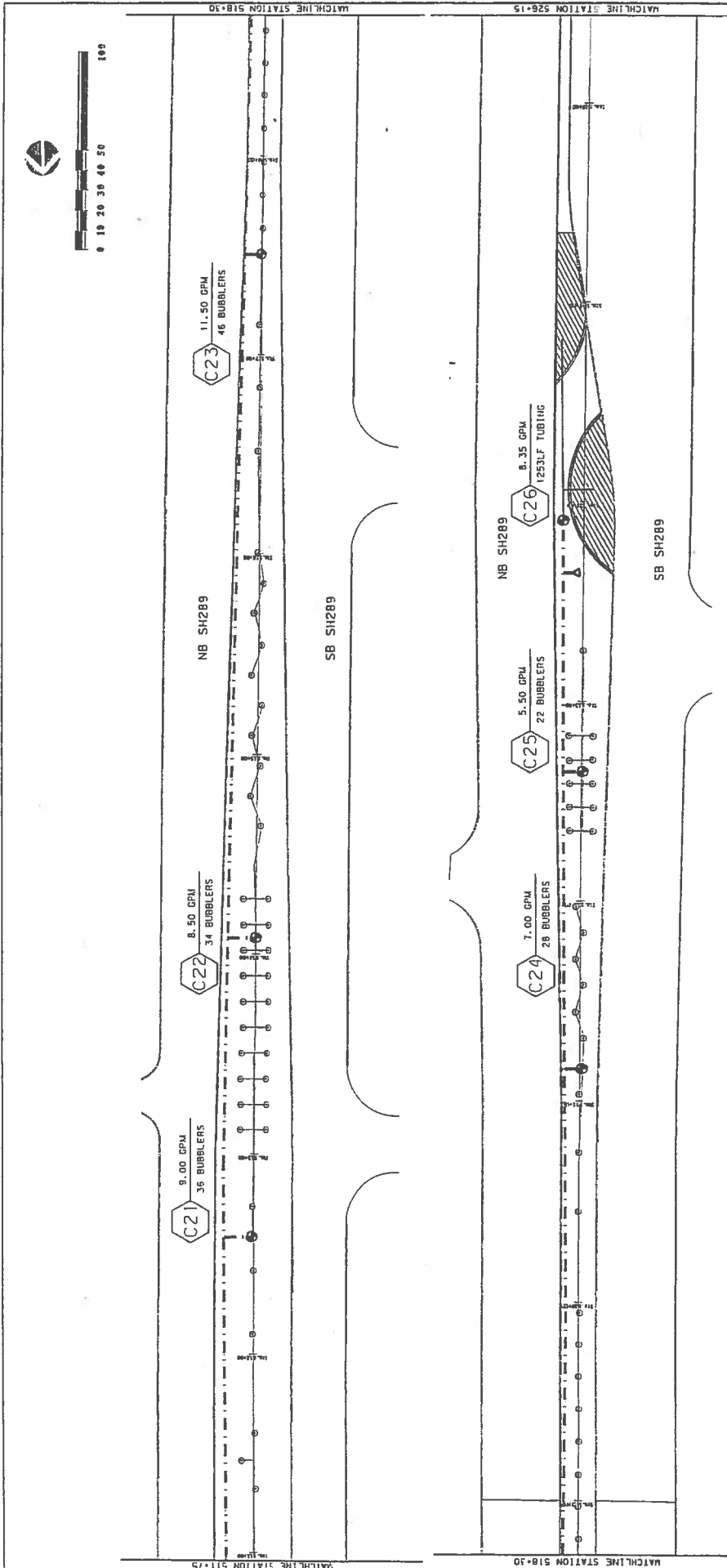
IRRIGATION PLAN
CITY OF CELINA

SCALE: 1"=50'-0"	SHEET 12 OF 26
DESIGNER: EBB	FEDERAL AID PROJECT NO.: SH289
DESIGNER: EBB	(See Title Sheet)
DESIGNER: EBB	STATE: TEXAS
DESIGNER: EBB	DISTRICT: DALLAS
DESIGNER: EBB	COUNTY: COLLIN
DESIGNER: EBB	SECTION: 04
DESIGNER: EBB	DATE: 059
DESIGNER: EBB	70

DATE: 05/18/14
FILE: 05118

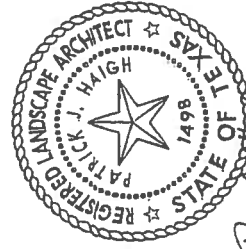






- IRrigation Legend
- ☒ NEW 3/4" TAP & METER
 - ☒ NEW 1" BACKFLOW PREVENTOR
 - ☒ IRRIGATION CONTROLLER
 - ☒ CONTROL VALVE
 - ☒ QUICK COUPLING VALVE
 - ☒ 2 BUBBLERS -.25 GPM PER BUBBLER
 - ☒ VALVE LABEL FLOW RATE
 - ☒ MAIN LINE 1 1/2"
 - ☒ LATERAL LINE 3/4"
 - ☒ LATERAL LINE 1/2"
 - ☒ ROADWAY BORE OR 4" PVC SLEEVE
 - ☒ DRIP TUBING

WHEN MAIN LINE AND VALVES ARE SHOWN IN ROADWAY IT IS FOR CLARITY PURPOSES ONLY.



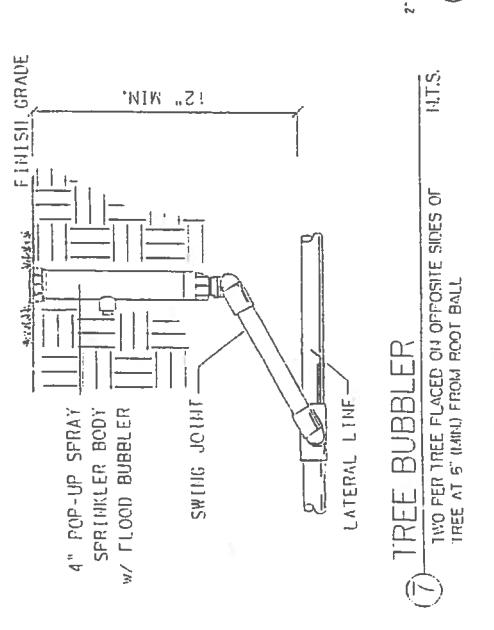
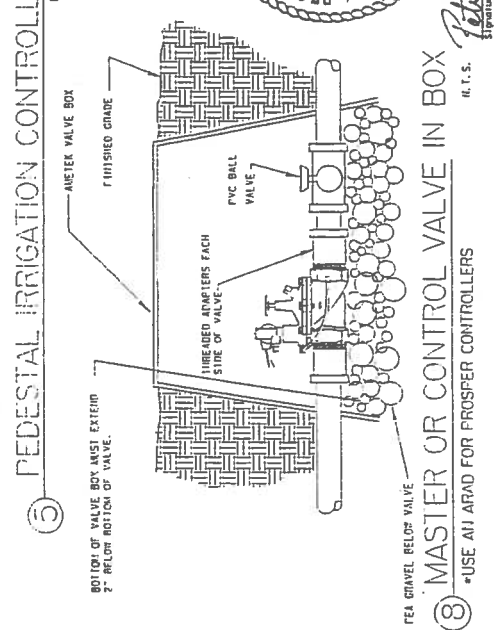
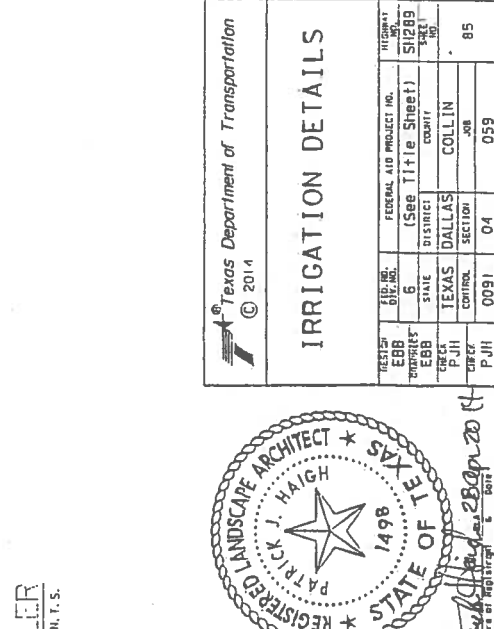
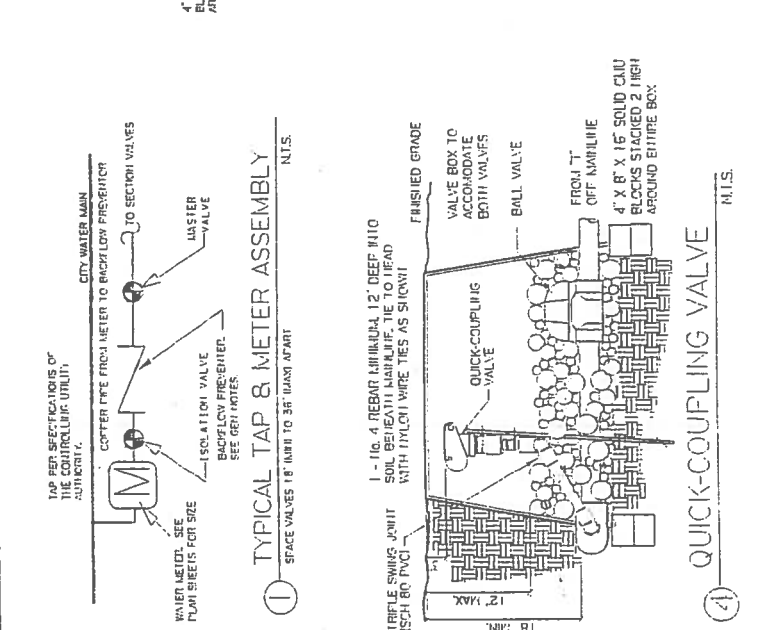
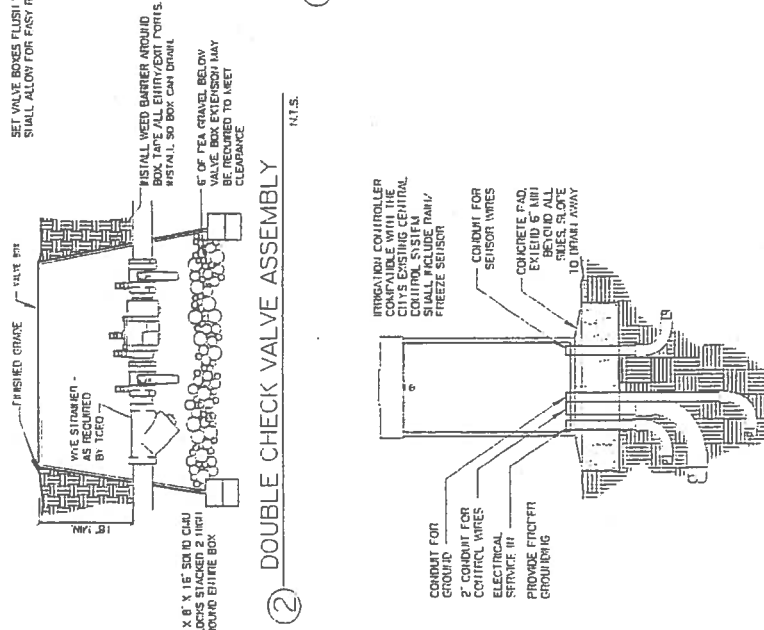
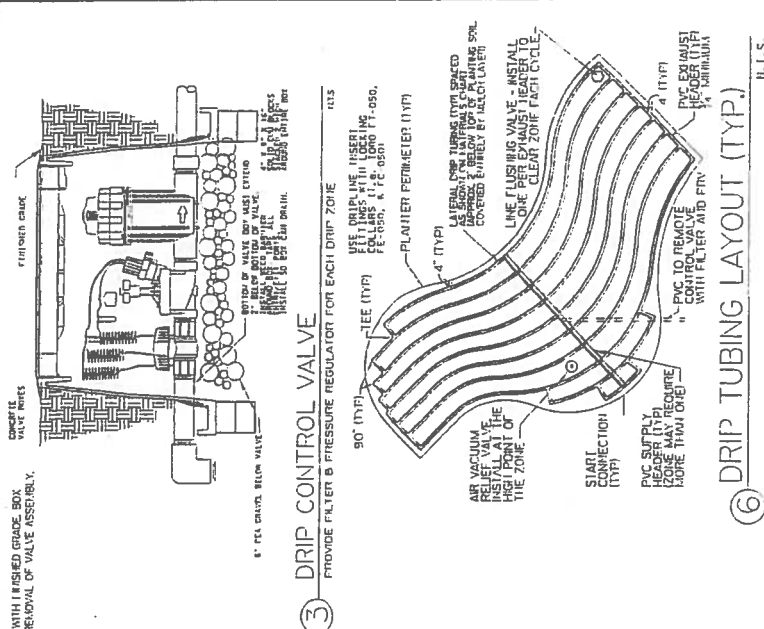
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IRRIGATION PLAN

CITY OF CELINA

SCALE: 1"=50'-0"	SHEET 15 OF 26
PROJECT NO. 0091	FEDERAL AID PROJECT NO. 0091
DISTRICT 6	(See Title Sheet) SH289
COUNTY TEXAS	DISTRICT DALLAS
CITY COLLIN	COUNTY NO. 73
DESIGNED BY P.J.H.	CHECKED BY P.J.H.
DATE 2/28/2014	DATE 05/09

DATE: 05/09
FILE: 0091



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IRRIGATION DETAILS	
EAST 5B DITCHES EBB CRCS P JH	FED. PROJ. NO. 6 STATE TEXAS COUNTY DISTRICT DALLAS SECTION 04 JOB 059
HIGHWAY NO. 51289 SHEET 85	



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: October 13, 2015
Re:

Action Requested:

Consider and act upon a Task Order Authorization by and between the City of Celina and Halff Associates for Professional Services related to GIS. (Johnson)

Background Information:

On 7/14/2015 Council approved Task Order #1 for the development of an enterprise Geographic Information system (GIS). The enterprise GIS will support the City's existing GIS data and allow for the creation of future datasets. Halff will create the initial enterprise GIS database using the City's GIS features and provide training. Halff will also be developing applications to aid City staff in the collection of existing data.

With the collection of the existing data and the development of new data, Halff will be hosting all the datasets on their servers and monitoring and incorporating all the changes and modification as they are supplied.

The web maps and GIS database developed for this project will be hosted on Halff's corporate servers which physically reside in Richardson, TX. Halff's IT department has a formal backup and disaster recovery plan in place which includes offsite virtualized servers, emergency power backup (short term and long term), and redundant internet connections. The hosting service includes server monitoring, security and user account administration, database administration, web map monitoring, and access to the Halff GIS iOS (iPhone/iPad) App. The annual hosting fee will be waived for FY 14/15 while the geodatabase, web maps, and mobile apps are being developed.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The task authorization is for a lump sum of \$6,000. This has been planned to be split between the following budgeted line items for FY16:

- \$3,000 - 102-514-04-5205 - Maintenance Agreements
- \$3,000 - 202-521-04-5205 - Maintenance Agreements

Legal Review:

The City Attorney has reviewed the proposed contract for content and form

Supporting Documents:

Contract

Staff Recommendation:

Approve

City of Celina
Task Order Authorization Agreement
For
Professional Services with Halff Associates, Inc.

**City of Celina GIS Database Support
Task Order Authorization No. 2
October 1, 2015**

Scope of Work:	1. GIS Database Hosting FY 15/16
Deliverables:	1. Hosting Services
Items Furnished by the City of Celina:	1. N/A
Schedule:	1. Hosting services will be provided from October 1, 2015 till September 30, 2016.

Attachment: 2015-10-13 Task Order No.2 - GIS Database Hosting FY 15-16 (1285 : GIS Database Support and Hosting TO2)

City of Celina
Task Order Authorization Agreement
For
Professional Services with Halff Associates, Inc.

Fees:	<u>Hosting Fee. FY 15/16.....\$6,000</u>
	Total Fee.....\$6,000
	This fee will be billed monthly based on the hourly and unit pricing rate schedules included in Exhibits A and B.

Halff Associates is performing the services above under the terms and conditions described in the **Agreement For Professional Services** for the **City of Celina GIS Database Support** project, dated 07/14/2015, between Halff Associates and the City of Celina. Halff Associates will bill the above described services under AVO 31106.

Submitted

Approved

Halff Associates, Inc.**City of Celina**

Erin Atkinson, PE, CFM, GISP

Title: Vice President

Title: _____

Date: 10/1/2015

Date: _____



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: October 13, 2015
Re:

Action Requested:

Consider and act upon a contract change order by and between the City of Celina and Raba Kistner for Easement Acquisition Services for the Southeast Sector Sewer Project. (Johnson)

Background Information:

This original contract provides for professional services of sewer easement acquisition and negotiation. The sewer project consists of proposed 21-inch diameter interceptor is approximately 18,800 linear feet in length and runs generally westward from upper Wilson Creek along FM 1461 (East Frontier Parkway) to the Trunk Sewer located in Doe Branch. The original contract assumed 14 parcels that would be contacted. During design, negotiations and coordination the number of parcels needed has increased by 16 and this contract includes the cost for appraisals and condemnation coordination. Raba Kistner will be working closely with Pacheco Koch on the alignment and acquisition.

The original contract amount for \$69,938 was approved on 10/23/2014. The Change Order No. 1 is for \$202,304, which brings the total contract to \$272,242.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Project funding is available via bond sales. \$1.60M in bonds were sold in 4Q of 2014. An additional \$14.5M in bonds were sold in September to cover the remaining engineering, easement acquisition

and construction costs for the SE Sector water and sewer projects.

Legal Review:

The City Attorney has reviewed the proposed contract for content and form.

Supporting Documents:

1. Contract Change Order #1

Staff Recommendation:

Approve

**CHANGE ORDER NO. 1 AND
AMENDMENT OF CONSULTANT'S CONTRACT**

STATE OF TEXAS)

COUNTY OF COLLIN)

THIS agreement is by and between the City of Celina, Texas, a Texas home rule municipality, and Raba Kistner, Inc., hereinafter known as Consultant, an engineering and consulting firm, with principal offices located in Dallas, Texas.

WHEREAS, the City and Consultant have entered into an agreement such that the Consultant is to provide the following engineering services: FM 1461 Sewer Main and Work Order 1, in the amount of \$69,938.00, and

WHEREAS, the above referenced agreement provides that if there is a change in scope or focus of the activities in the contract, or if it is necessary for the Consultant to do additional work such that there is a significant additional cost or expense to the City, it is necessary for the City to approve such work and/or for the parties to change the contract; and

WHEREAS, the parties recognize that it is necessary for Consultant to do additional work under the contract, such work which is set out in the attached Exhibit "A," which is attached hereto and incorporated herein as if set out in full herein; and

WHEREAS, the City Council has approved such additional work as charge order No. 1 and agreed to pay the sum of \$202,304.00 for such work for the total of \$272,242.00 to include additional services related to work related to the FM 1461 Sewer Main.

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

Consultant, in addition to the work to be performed in the Contract dated October 21, 2014, shall perform the task(s) described basically described as additional services related to work related to additional scope of services as required. The amount to be paid to Consultant under such contract shall be increased by the sum of \$202,304.00, for the total amount of \$272,242.00.

1. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

CHANGE ORDER NO. 1 AND
AMENDMENT OF CONSULTANT'S CONTRACT

Signed and effective on this the _____ day of _____, 2015.

CITY OF CELINA, TEXAS

By: _____

Printed Name: _____

Title: _____

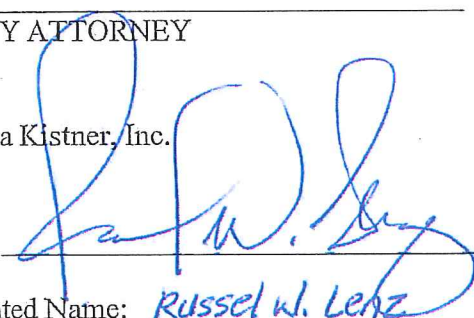
ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

Raba Kistner, Inc.

By:  _____

Printed Name: Russel W. Lenz

Title: Senior Vice President & COO

Exhibit "A"

City of Celina - FM 1461 - Wastewater Estimate for Easements

Raba Kistner

Monthly Management and Administrative Fee Billed "Actual Cost - Not to Exceed"						Addendum				
Description	Hours/ Month	Hourly Rate	Not to Exceed Total	Number of Months	Total	Hours per Month	Hourly Rate	Not to Exceed Total per Month	Additional Months	Total
Project Manager	12	180.6	\$2,167	8	\$17,338	18	180.6	3251	8	\$26,006
Administrative Assistant	4	53.2	\$213	8	\$1,702	4	53.2	213	8	\$1,702
Monthly Amount			\$2,380		\$19,040			\$3,464		\$27,709

Easement Acquisition Per Parcel by Agreed Purchase

Milestone Amount

(Does not include Title Insurance Fees - if obtained)

Activity	Hours/ Month	Hourly Rate	Total for 1 Parcel	Estimated Number of Parcels	Total	Hours/ Month	Hourly Rate	Total for 1 Parcel	Estimated Number of Additional Parcels	Total
Acquire Preliminary Title Commitment or 25 Year Title Search	Outsourced to title company - will bill "Actual Cost - Not to Exceed"		\$500	14	\$7,000	Outsourced to title company - will bill "Actual Cost - Not to Exceed"		\$500	16	\$8,000
Prepare and Submit Value Finding for City approval	3	123.2	\$370	14	\$5,174	3	123.2	369.6	16	\$5,914
Prepare offer package, make offer, follow up with property owner and facilitate change requests	8	123.2	\$986	14	\$13,798	12	123.2	1478.4	16	\$15,770
Prepare Closing package and attend closing	5	123.2	\$616	11	\$6,776	5	123.2	616	12	\$7,392
Fee per Parcel w/o SCH			\$2,471		\$32,749			\$2,964		\$37,075

Easement Acquisition by Appraisal

Milestone Amount

Activity	Hours/ Month	Hourly Rate	Total for 1 Parcel	Estimated Number of Parcels	Total	Hours/ Month	Hourly Rate	Total for 1 Parcel	Estimated Number of Parcels	Total
Appraise parcel	Outsourced to Fee appraiser		\$3,000	3	\$9,000	Outsourced to Fee appraiser		\$3,000	7	\$21,000
Prepare offer package, make revised offer based on appraisal, and follow up with property owner	8	123.2	\$986	3	\$2,957	8	123.2	\$3,000	7	\$21,000
Prepare Closing package and attend closing	5	123.2	\$616	2	\$1,232	5	123.2	\$3,000	4	\$12,000
Total for Parcel to be acquired using Appraisal			\$4,602		\$13,189			\$9,000		\$54,000

Easement Acquisition by Special Commissioner's Hearing

Milestone Amount

(Does not include Jury Trial preparation if objections to SCH award are filed)

Activity	Hours/ Month	Hourly Rate	Total	Estimated Number of Parcels	Total	Hours/ Month	Hourly Rate	Total	Estimated Number of Parcels	Total
Prepare e.d. package for city council approval, facilitate and attend SCH, file documents, serve notices, etc.	33	120	\$3,960	1	\$3,960	33	120	\$3,960	12	\$47,520
Appraiser Preparation and Testimony (outsourced - actual cost)	5	200	\$1,000	1	\$1,000	7.5	400	\$3,000	12	\$36,000
Total for Parcel to be acquired via SCH			\$4,960		\$4,960			\$6,960		\$83,520

Combined Total Amount - Actual Cost Not to Exceed	\$69,938	Combined Addendum Total Amount - Actual Cost Not to Exceed	\$202,304
---	----------	--	-----------

Original contract	Addendum
-------------------	----------

Combined Total of Original Contract and Addendum	\$272,242
--	-----------

Attorney Fees/hour (optional)
Eminent Domain Services

(if desired by the city for SCH And Trial Attorney Duties)

\$150



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: October 13, 2015
Re:

Action Requested:

Consider and act to authorize the City Manager to execute an agreement with Denton County to partially fund the construction of Mobberly Bridge. (Johnson)

Background Information:

Staff has been working with Denton County in drafting an agreement for the reconstruction of the Mobberly Bridge. The work is being performed as part of the approved off-state system federal-aid highway bridge Replacement and Rehabilitation Program, as authorized by Texas Transportation Commission. The program is a cost share program with the State paying 90% of the cost and the local match of 10%. The City and County are splitting the 10% equally.

Board Review/Citizen Input:

None

Alternatives:

None

Financial Considerations:

\$27,869 - General Fund FY16 - 102 514-02-5145

Legal Review:

Staff has been working with the City Attorney to draft the agreement.

Supporting Documents:

- ICA Agreement
- Location Map

Staff Recommendation:

Approve

THE STATE OF TEXAS §
 §
 COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
 DENTON COUNTY, TEXAS, AND CITY OF CELINA, TEXAS**

THIS AGREEMENT is made and entered into by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “the County,” and the City of Celina, Texas, also a duly organized political subdivision of the State of Texas, hereinafter “the City.” The County and the City are both collectively referred to herein as “the Parties.”

WHEREAS, the County and the City mutually desire to enter into this Agreement whereby the County and the City agree to reconstruction of the bridge and public road or street located at Mobberly Road at Little Elm Creek Tributary, which is included in the currently approved off-state system federal-aid highway bridge Replacement and Rehabilitation Program (“HBRRP”), as authorized by Texas Transportation Commission Minute Order Number 114213, dated February 26, 2015, hereinafter “the Project.” The total estimated cost of the Project is FIFTY FIVE THOUSAND SEVEN HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$55,737.00); and

WHEREAS, the County and the City agree to evenly split the total cost of the Project (50/50 split of all costs of the Project), so that the County will pay TWENTY SEVEN THOUSAND EIGHT HUNDRED SIXTY NINE AND NO/100 DOLLARS (\$27,869.00) toward satisfactory completion of the Project; and the City agrees to pay TWENTY SEVEN THOUSAND EIGHT HUNDRED SIXTY NINE AND NO/100 DOLLARS (\$27,869.00) toward satisfactory completion of the Project. The Project is located entirely within the municipal limits of the City and Denton County Commissioner Precinct #1. All work on the Project shall be performed entirely within Denton County, Texas; 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

WHEREAS, the County and the City value the timely completion of the Project which involves a road and bridge which is an integral part of the road systems of the County and the

Attachment: ICA - Mobberly Road Bridge (1281 : ICA with Denton County - Mobberly Bridge)

City and the Parties are undertaking the Project to facilitate safe travel on improved roadways; and

NOW, THEREFORE, upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the Parties 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. The Parties agree that improved traffic flow will promote public safety and serve a public purpose for the benefit to the citizens of the County and the City.

II.

The County and the City hereby agree that the scope of the Project shall be limited to reconstruction of the bridge and public road or street located at Mobberly Road at Little Elm Creek Tributary, which is included in the currently approved off-state system federal-aid highway bridge Replacement and Rehabilitation Program (“HBRRP”), as authorized by Texas Transportation Commission Minute Order Number 114213, dated February 26, 2015, at a total estimated cost of FIFTY FIVE THOUSAND SEVEN HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$55,737.00), whereby the County and the City agree to evenly split the total cost of the Project (50/50 split of all costs of the Project). The Project is located entirely within the municipal limits of the City and Denton County Commissioner Precinct #1. All work on the Project shall be performed entirely within Denton County, Texas.

III.

The County agrees to pay one half (1/2) of the total cost of satisfactory completion of the Project, with the County contribution currently estimated at approximately TWENTY SEVEN THOUSAND EIGHT HUNDRED SIXTY NINE AND NO/100 DOLLARS (\$27,869.00).

IV.

The City agrees to pay one half (1/2) of the total cost of satisfactory completion of the Project, with the City contribution currently estimated at approximately TWENTY SEVEN

THOUSAND EIGHT HUNDRED SIXTY NINE AND NO/100 DOLLARS (\$27,869.00).

V.

The term of this Agreement shall begin upon execution of this Agreement by both of the Parties and expire upon completion of the Project, or two years from the date of execution, of this Agreement, whichever occurs first, unless sooner terminated as provided for herein. If the Project is not completed prior to two years from the date of execution of this Agreement, this Agreement can be renewed by the Parties, provided that any renewal of this Agreement must be in writing and approved by the governing bodies of both of the Parties.

VI.

The County shall submit an invoice to the City for payment of the City's one half (1/2) of the total cost of satisfactory completion of the Project to the City of Celina, Texas: Attention: City Secretary; 142 North Ohio Street, Celina, Texas 75009, and the City shall reimburse the County for the cost of satisfactory completion of the Project, within thirty [30] days of receipt of an invoice from the County.

VII.

This Agreement may be terminated in whole or in part by the County or the City upon thirty [30] days written notice to the other party.

VIII.

This exchange of in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

IX.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations and agreements, either oral or written. This Agreement may be amended only in writing, signed by both of the Parties. Notices shall be directed as follows:

For the City: Honorable Sean Terry, Mayor
City of Celina, Texas
142 North Ohio Street
Celina, Texas 75009

Copy To: Ms. Vicki Faulkner, City Secretary
City of Celina, Texas
142 North Ohio Street
Celina, Texas 75009

For County: Honorable Mary Horn
Denton County Judge
110 West Hickory
Denton, Texas 76201

Copy To: Denton County Criminal District Attorney's Office
Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in the County and the City.

XI.

The County agrees and understands that the County, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the City.

XII.

The City agrees and understands that the City, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of Denton County.

XIII.

The County agrees to accept full responsibility for the acts, negligence or omissions of all County employees, agents, subcontractors or contract laborers doing work under a contract or agreement with Denton County.

XIV.

The City agrees to accept full responsibility for the acts, negligence or omissions of all City employees, agents, subcontractors or contract laborers doing work under a contract or agreement with the City.

XV.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XVI.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions of this Agreement shall remain valid and in full force and effect to the fullest extent allowed by the law.

XVII.

The undersigned officers of the Parties hereto are the properly authorized officials who have the necessary authority to execute this Agreement on behalf of the Parties, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVIII.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed.

Executed this _____ day of _____, 2015.

DENTON COUNTY, TEXAS

110 West Hickory
Denton, Texas 76201

CITY OF CELINA, TEXAS

142 North Ohio Street
Celina, Texas 75009

By: _____
Honorable Mary Horn
Denton County Judge
Acting by and on behalf of the authority of
Denton County Commissioners Court

By: _____
Honorable Sean Terry
Mayor of the City of Celina, Texas
Acting by and on behalf of the authority of
the City of Celina, Texas

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
The City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Assistant District Attorney

By: _____
City Attorney

Attachment: ICA - Mobberly Road Bridge (1281 : ICA with Denton County - Mobberly Bridge)

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT
BETWEEN DENTON COUNTY, TEXAS, AND THE CITY OF CELINA, TEXAS**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of a project, with a total estimated cost for satisfactory completion of the Project of FIFTY FIVE THOUSAND SEVEN HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$55,737.00); which shall be paid to the Texas Department of Transportation (“TxDOT”) and Denton County, Texas, and the City of Celina, Texas, agree to evenly split the total cost of the Project (50/50 split of all costs of the Project), so that the County will pay TWENTY SEVEN THOUSAND EIGHT HUNDRED SIXTY NINE AND NO/100 DOLLARS (\$27,869.00) toward satisfactory completion of the Project; and the City agrees to pay TWENTY SEVEN THOUSAND EIGHT HUNDRED SIXTY NINE AND NO/100 DOLLARS (\$27,869.00) toward satisfactory completion of the Project. Denton County, Texas, hereby gives its specific written approval to the Project prior to beginning the Project in satisfaction of the requirements of Texas Government Code Chapter 791, the Interlocal Cooperation Act.

The description of the Project to be undertaken and its location are as follows: reconstruction of the bridge and public road or street located at Mobberly Road at Little Elm Creek Tributary, which is included in the currently approved off-state system federal-aid highway bridge Replacement and Rehabilitation Program (“HBRRP”), as authorized by Texas Transportation Commission Minute Order Number 114213, dated February 26, 2015, hereinafter “the Project.” The Project is located entirely within the municipal limits of the City of Celina, Texas, and Denton County Commissioner Precinct #1. All work on the Project shall be performed entirely in Denton County, Texas.

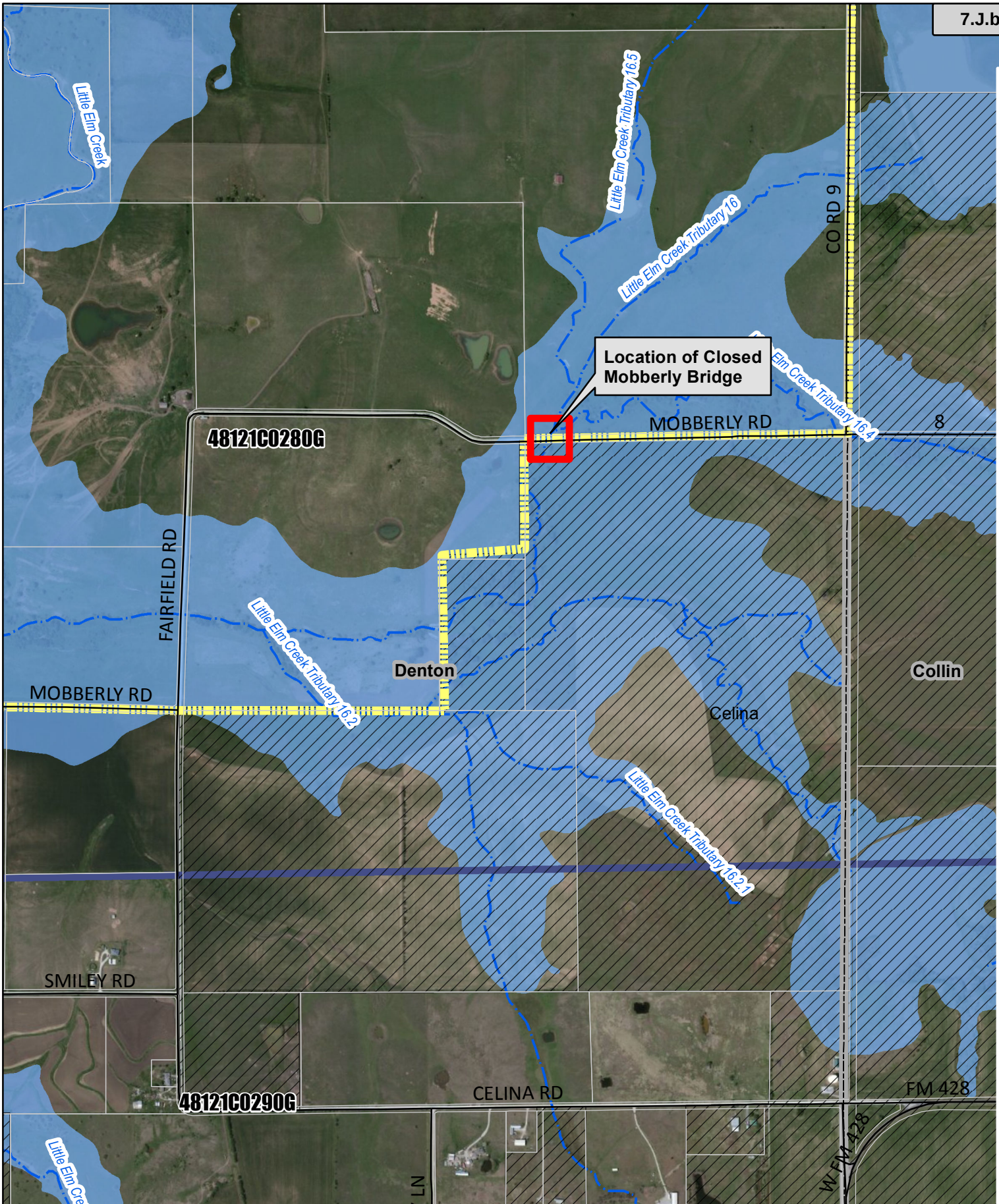
The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the City of Celina, Texas.

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 the Denton
County Commissioners Court

Attachment: ICA - Mobberly Road Bridge (1281 : ICA with Denton County - Mobberly Bridge)



Attachment: Bridge Repair Location (1281 : ICA with Denton County - Moberly Bridge)



CLOSED BRIDGE LOCATION **MOBERLY ROAD** **CITY OF CELINA**

0 500 1,000 2,000
 Feet

Mutual Boundary
 City
 ■■■ Aubrey
 ■■■ Pilot Point
 — Roads
 — Railroads

Parcels
 Counties
 Celina City Lim
 FIRM Panels
 River/Creek



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Gabe Johnson, Director of Public Works
 Date: October 13, 2015
 Re:

Action Requested:

Consider and act upon a contract by and between the City of Celina and Garver, LLC for Professional Services related to GIS. (Johnson)

Background Information:

Garver will assist with optimization of the existing water system Supervisor Control and Data Acquisition (SCADA). The intent of the project is to address immediate emergency SCADA needs and provide improvements to the current pump ladder logic configuration. The project is split into three tasks. Task 1 will address the emergency SCADA needs by providing programming assistance in order to allow automatic operation of the pumps. The second task is to improve the pump station logic. The final task is to implement the improved pump station logic.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Contract is a Not to Exceed (NTE) for \$16,955 and is budgeted in Water 202-521-03-5208 Computer and Software/Hardware.

Legal Review:

The City Attorney has reviewed the proposed contract for content and form

Supporting Documents:

Contract

Staff Recommendation:

Approve



AGREEMENT FOR PROFESSIONAL SERVICES

**City of Celina
Celina, Texas
Project No. 15088331**

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Celina of Celina, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make the following improvements:

Improvements to the City's existing water system SCADA program.

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum and hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.



WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 – Emergency SCADA Needs	\$4,435	LUMP SUM
Task 2 – Pump Station Logic Evaluation	\$6,520	LUMP SUM
Task 3 – Integration of Proposed Pump Logic	\$6,000	HOURLY PLUS EXPENSES, NTE
TOTAL FEE	NTE \$16,955	

The lump sum amount to be paid under this agreement is the combination of the first two tasks, which is \$10,955. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2016.

For Task 3, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this Task is estimated to be Not To Exceed \$6,000. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2016.

For Task 3, expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2016.



SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary investigations.
3. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
4. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
5. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
6. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
7. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out



of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.



5.3 Underground Utilities

GARVER will not provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.



5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.9 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and GARVER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

SECTION 6 - CONTROL OF SERVICES

This is a Texas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner



and GARVER, the matter shall be resolved in accordance with the Laws of the State of Texas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

8.1.1 Appendix A – Scope of Services

8.1.2 Appendix B – Fee Summary and Rate Schedule

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



IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF CELINA

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

GARVER, LLC

By: _____
Signature

Name: JEFFREY L. SABER
Printed Name

Title: VICE PRESIDENT

Date: 8/21/15

Attest: _____

APPENDIX A – SCOPE OF SERVICES

1. General

The City of Celina (Owner) is in need of professional services to assist with optimization of the existing water system Supervisory Control and Data Acquisition (SCADA). The intent of this scope of services is to address immediate emergency SCADA needs and provide improvements to the current pump ladder logic configuration.

2. Tasks

Task 1 - Emergency SCADA Needs

Garver will provide emergency programming assistance in order to allow automatic operation of the pumps. The programming assistance is to solve the following known challenge:

The logic within the existing pump Programmable Logic Controller (PLC) at the Downtown Pump Station will not allow Pump #4 to automatically come online if Pump #3 is running. This results in level alarms in the early morning hours on a daily basis, and manual manipulation of the pumps to place Pump #4 in operation.

Garver will accomplish the following tasks via a site visit:

- Map approximately 50% of the existing pump PLC in order to facilitate PLC modifications.
- Install software on the SCADA PC for future remote access.
- Modify the lead/lag logic within the PLC.
- Resolve an alarm and event history glitch. These improvements will allow the operator to see the full list of alarm and event histories.

Deliverables

1. One (1) PDF of memorandum with a status report of work completed and recommendations for future work.

Task 2 - Pump Station Logic Improvements

Garver will provide engineering services to solve the following documented challenge:

The current pump logic fluctuates based on a “Winter” mode and a “Summer” mode. In addition, the pump start/stop logic configuration in each mode is not desirable. The Owner desires one control scheme to control the pumps at all times of the year, and to operate at the best efficiency for each pump scenario.

The Owner conducted a Water Distribution Master Plan in 2015, which documented the infrastructure and demand throughout the system. As part of this effort, a WaterCAD model was developed. The WaterCAD model simulated the operation of various pump scenarios at the Downtown Pump Station, but did not make a recommendation for the most effective control logic for the pumps.

The Owner will provide the existing WaterCAD model to Garver. Garver will simulate pump operation at the current day demand for all pumps operated in concert. Following the evaluation, Garver will recommend a proposed logic for placing the pumps online in the most desirable method of operation for each pumping lead/lag scenario.

Deliverables

2. One (1) PDF of draft memorandum for review and comment by Owner staff
3. One (1) PDF of final memorandum

Task 3 – Integration of Proposed Pump Logic

Through a combination of office and field time, Garver will implement the proposed logic into the pump PLC and make associated screen modifications to support the revised logic. It is anticipated that one day of office work and three days on-site will be necessary.

The implemented logic will be based upon Task 2 modeling efforts utilizing the existing WaterCAD model only. Garver assumes no liability for inaccuracies of the existing model, or mechanical or process response of the equipment following the implementation of the proposed pump scenario.

Deliverables

1. Application Engineering of the pump logic, including revised SCADA interface screen.
2. Updated PLC program, incorporating changes to the control logic.

3. Extra Work

The following items are not included under this agreement but will be considered as Extra Work. Extra Work will be as directed by the City in writing for an additional fee as agreed upon by the Owner and Garver.

1. Field calibration or modifications to the existing WaterCAD model.
2. Field calibration of the proposed WaterGEMS model.
3. Demand projections or diurnal usage calculations.
4. Software licensing or upgrades.
5. SCADA integration or design beyond listed work.
6. Hardware or software improvements beyond implementation of proposed pump control logic.
7. Additional site visits.
8. Process modeling beyond the evaluation of the Downtown Pump Station.
9. Energy improvements evaluations.
10. Instrumentation and equipment troubleshooting.
11. Survey of any kind.
12. User manuals.
13. Operations and maintenance audits or manuals.
14. Submittals or deliverables in addition to those listed herein.
15. Field path studies to verify radio telemetry.

Extra Work will be as directed by the City in writing for an additional fee as agreed upon by the City and Garver.

4. Schedule

This schedule is contingent on City review and authorization to proceed for each Task.

Project Task	Duration in Calendar Days and Start Date by Phase
Task 1 Emergency SCADA Needs	Complete
Task 2 Pump Station Logic Evaluation	30 days, following Notice To Proceed
Task 3 Integration of Proposed Pump Logic	21 Days from Acceptance of Proposed Pump Logic

5. Compensation Summary

The following table reflects the fee associated with each Task.

Project Task	Billing Type	Total Amount
Task 1 Emergency SCADA Needs	Lump Sum	\$4,435
Task 2 Pump Station Logic Evaluation	Lump Sum	\$6,520
Task 3 – Integration of Proposed Pump Logic	Hourly plus expenses, according to Rate Schedule	NTE \$6,000
Total Authorized by Contract:		NTE \$16,955

APPENDIX B

City of Celina SCADA Optimization

FEE SUMMARY

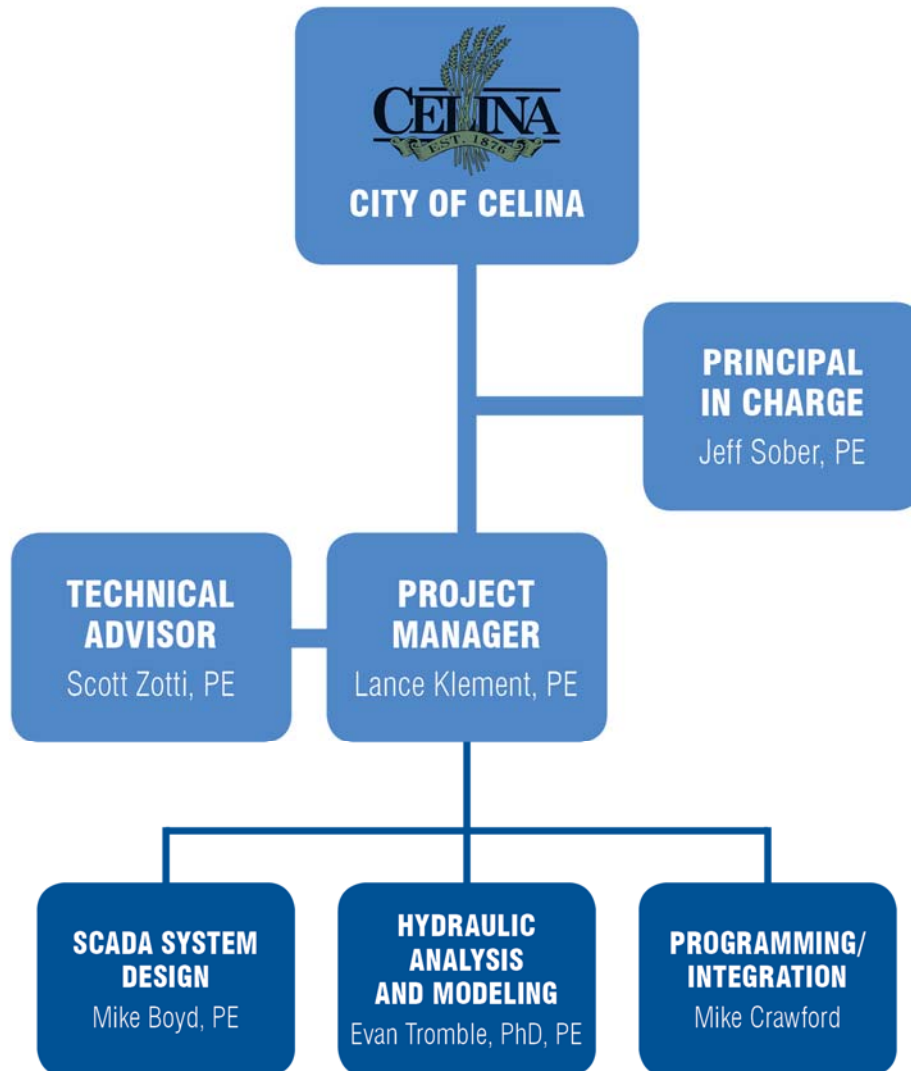
Title I Services	Estimated Fees
Emergency SCADA Needs	\$4,435.00
Pump Station Logic Evaluation	\$6,520.00
Integration of Proposed Pump Logic	NTE \$6,000
Subtotal for Title I Services	NTE=\$16,955



APPENDIX B
Celina SCADA Optimization
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 96.00
E-2.....	\$ 111.00
E-3.....	\$ 127.00
E-4.....	\$ 154.00
E-5.....	\$ 192.00
E-6.....	\$ 240.00
Planners / Environmental Specialist	
P-1.....	\$ 116.00
P-2.....	\$ 145.00
Designers	
D-1.....	\$ 90.00
D-2.....	\$ 105.00
D-3.....	\$ 125.00
Technicians	
T-1.....	\$ 70.00
T-2.....	\$ 89.00
T-3.....	\$ 106.00
Surveyors	
S-1.....	\$ 43.00
S-2.....	\$ 57.00
S-3.....	\$ 77.00
S-4.....	\$ 110.00
S-5.....	\$ 145.00
S-6.....	\$ 165.00
2-Man Crew (Survey).....	\$ 177.00
3-Man Crew (Survey).....	\$ 220.00
2-Man Crew (GPS Survey).....	\$ 197.00
3-Man Crew (GPS Survey).....	\$ 240.00
Construction Observation	
C-1.....	\$ 85.00
C-2.....	\$ 109.00
C-3.....	\$ 133.00
C-4.....	\$ 163.00
Administration	
X-1.....	\$ 55.00
X-2.....	\$ 75.00
X-3.....	\$ 104.00

Celina SCADA Optimization Organizational Chart





Education

Master of Science
in Environmental
Engineering,
Environmental
Engineering

Bachelor of
Science,
Biosystems
Engineering

Registrations

Professional
Engineer TX,
113630

Lance Klement, PE

PROJECT MANAGER

Lance Klement is a project manager on our Water Team. He has served as a project manager for multiple plant-wide improvements projects with SCADA system implementation and integration components. Lance also has direct experience with hydraulic modeling, process design, and construction administration.

Colleyville Master Plan, Colleyville, Texas

Project manager responsible for a City-wide master plan of the water and wastewater infrastructure throughout town. The plan included detailed condition assessments of the existing facilities, manhole investigations, flow monitoring, population projections, water and wastewater system modeling, and 20-year CIP development.

Davis WTP Improvements and Expansion, Davis, Oklahoma

Project manager responsible for a 1.62 MGD plant-wide improvements project, along with a City-wide water modeling effort. Lance was responsible for managing conceptual and final design, construction, startup, and training for the greenfield water treatment plant. Processes included rapid mix, chemical feed, clarification, filtration, clearwell, solids handling, and multiple pumping and level control stations. Automation control features included a new plant-wide SCADA system, pump and blower control, chemical feed control, backup power and operations, and detailed SCADA coordination with the existing plant. In addition, telemetry improvements for the existing water towers and a new booster pump station were incorporated into the overall plant control.

City of Sulphur Springs WWTP Improvements, Sulphur Springs, Texas

Project leader responsible for conceptual engineering and detailed design of a plant-wide improvements project. The design incorporates a three-phased approach, with the first phase being a complete plant upgrade, from the activated sludge system and secondary clarification, to solids thickening, digestion, and handling. Later phases will accommodate anticipated phosphorous permit limits, as well as provide the opportunity for potable reuse. The improvements include a hydraulic design throughout the entire plant, as well as SCADA infrastructure evaluation and master planning.

Mustang Wastewater Treatment Plant Improvements, Mustang, Oklahoma

Project manager responsible for headworks design, hydraulic model, and construction administration of a plant-wide rehabilitation improvements project. The project included new liquid and solid streams pumping, renovation of the existing SBR systems, additional sludge handling facilities including a sludge blend tank and gravity belt thickener, and implementation of a plant-wide SCADA control center.

Claremore WWTP Improvements, Claremore, Oklahoma

Responsible for headworks design and plant-wide hydraulics modeling, along with construction administration for a \$16M improvements project to renovate virtually every process on the City's WWTP. The improvements included a new plant lift station, new sludge pumping stations, RAS/WAS pumps, and multiple flow-splitting and measurement devices. Additional processes included new headworks, primary clarification, aeration basins, trickling filters, secondary clarification, RAS/WAS processing, solids thickening and dewatering, and aerobic digestion.





Jeff Sober, PE

PRINCIPAL IN CHARGE

Jeff Sober is a vice president and Water Team leader with 14 years of experience in the Texas water and wastewater industry. Jeff has extensive experience in master planning, condition assessments, hydraulics, pump stations, and pipeline design. Jeff has a wide variety of experience in performing water and wastewater infrastructure condition assessments. His knowledge will be utilized when determining the extents of the project, and in recommending which technology to utilize for existing pipe replacement.

Education

Master of
Engineering, Civil
Engineering-
Environmental

Bachelor of
Science, Civil
Engineering-
Environmental

Registrations

Professional
Engineer TX,
103772

City of Garland Rowlett Creek Pump Station By-Pass, Garland, Texas

Project manager responsible for the project to assist the owner in the bypass of flow (both temporary and permanent) into the Rowlett Pump Station and Rowlett Transfer Pump Station to allow for the replacement of two slide gates.

TRA TMCWRS Plant Rehabilitation Improvements, Ferris, Texas

Project manager and principal in charge. The project design of improvements to replace pumps and valves at Raw Wastewater Pump Station No. 2 to obtain a firm pumping capacity of 72 MGD; decommission Raw Wastewater Pump Station No. 1 and replace pumps, valves and piping within Return Activated Sludge Pump Station No. 2. New pump station controls were also included in this project. A hydraulic model was developed for RWWPS No. 2 using known data, record drawings, and available pump curves. The results of the model were then used to optimize pump selection and configuration, and to identify operational strategies for multiple operating scenarios.

Grace Creek WWTP Solids Improvements, Longview, Texas

Project manager for design and construction of sludge thickening and co-digestion improvements including addition of mechanical thickeners, construction of a grease delivery station, and conversion of a primary digester to a secondary digester. Hydraulic and pump modeling was incorporated throughout the plant as well as control improvements for each new process.

NTMWD's Panther Creek Regional WWTP, Frisco, Texas

Design engineer during the design phase and project manager during construction services. During the project, Jeff provided management and engineering oversight to NTMWD for the \$18.2-million construction of the 5 MGD expansion to 10 MGD. Jeff was responsible for the detailed process/mechanical design of the following process areas: influent pumping station, headworks and screenings, secondary sludge pumping, blowers, secondary clarifier, UV facility, and the solids dewatering process area.

Hancock County Utility Authority (HCUA) Western Regional WWTF, Pearlinton, Mississippi

Project manager responsible for managing the greenfield design of 300,000 gpd SBR plant with effluent pumping, UV disinfection, aeration, and full SCADA on an accelerated schedule. In addition to managing the project, Coordinated all permitting required for the facility, including MDEQ, HCUA, and local agencies.



**Education**

Bachelor of
Science in
Electrical
Engineering

Registrations

Professional
Engineer TX,
112592

Scott Zotti, PE

TECHNICAL ADVISOR

Scott Zotti is the lead electrical engineer on Garver's Water Team. He has over two decades of professional experience in all facets of engineering design and construction. Scott's responsibilities include resource allocation, electrical design, project management, and technical advice. His experience includes water and wastewater facilities, conventional and advanced water and wastewater treatment systems, design, construction, and startup of water and wastewater treatment systems, including conveyance, distribution, and collection. Specific project experience includes design and construction management services for water and wastewater treatment plants, disinfection systems, water and wastewater collection system and treatment facilities improvements, water booster pump stations, and sewer lift stations.

Davis Water Treatment Plant, Davis, Oklahoma

Lead electrical engineer. A new plantwide SCADA system was designed to allow the operators to control the entire plant from the control room. In addition, a new radio system was developed for communication from the plant to all of the tanks and booster pump stations within the distribution system.

Hot Springs Village General Engineering, Hot Springs Village, Arkansas

Electrical engineer responsible for developing plans and specifications related to expanding the water treatment facility. The design includes an entire electrical upgrade for the high service pumping station and raw water intake upgrades and a new electrical service, standby power generator, transfer switch and several motor control centers. The design includes SCADA system upgrades at the plant and intake structure and new radios at each of the water towers.

Muscle Shoals MF Membrane Water Treatment Plant Improvements, Muscle Shoals, Alabama

Lead electrical engineer. A new plant SCADA system was designed to allow the operators to control the entire plant from the control room. In addition, new radio telemetry was installed at each of the five water tanks which allows the operators to view the water distribution system in real time and adjust high service pumping accordingly.

Norman Water Reclamation Facility Phase 2 Upgrade and Expansion, Norman, Oklahoma

Electrical engineer. Several SCADA addition and revisions were also included in the project. Several new programmable logic controllers (PLC) were included and connected the existing SCADA system. These new PLC's were connected to the human-machine-interface (HMI) servers located in the admiration building. The HMI system will allow for the entire wastewater treatment facility to operated from the computer system.

Big Spring Series UF/NF Membrane Water Treatment Plant, Tuscumbia, Alabama

Lead electrical engineer. A new plant SCADA system was designed to allow the operators to control the entire plant from the control room. In addition, new radio telemetry was installed at each of the water tanks which allows the operators to view the water distribution system in real time and adjust high service pumping accordingly.



**Education**

Bachelor of
Science in
Electrical
Engineering

Registrations

Professional
Engineer AR,
6649

Mike Boyd, PE

SCADA SYSTEM DESIGN

Mike Boyd is a Project Manager and Water Design Center Electrical Team Leader for Garver. He has 37 years of experience as an engineering professional. Mike's responsibilities include instrument and control design, control system software development, power distribution design, project management, application engineering, and system integration. His experience includes plant engineering management, design, construction, and startup of various aspects of water, wastewater, and industrial facilities. He also has extensive expertise in computer software application development, data conversions, and object-oriented programming. Mike's experience has provided him many opportunities to integrate motor control systems, sensors, and software into programmable control systems for implementing continuous process operations.

Tupelo Bayou WWTP Improvements Design, Conway, Arkansas

Electrical engineer responsible for supporting final design of electrical plans and specifications with direct responsibility for SCADA architecture, programmable controller applications, and process and instrumentation diagrams. New facilities include screening, clarification, aeration, final clarification, disinfection, and high-water pumping station. The electrical design includes two 1.5 megawatt primary voltage generators along with associated switchgear. Power distribution and a distributed control system are also incorporated into the design. The electrical

design included variable frequency drives for each of the aeration basin blowers, variable frequency drives for each of the RAS/WAS pumps, variable frequency drives for each of the thickened sludge pumps, variable frequency drives for each of the digested sludge recirculation pumps, and variable frequency drives for each of the heating water supply pumps for the digesters.

Jacksonville Water Works Drinking Water State Revolving Fund Projects, Jacksonville, Arkansas

Electrical engineer responsible for design, start-up, and programming for a complete replacement of the Jacksonville Water Works SCADA system, which will monitor and control the system's elevated tanks, pumping from the well fields to the East treatment plant, chemical feed control and monitoring and pumping from the East treatment plant into the water distribution system, and control water flows from Central Arkansas Water at the West treatment plant. SRF funded.

Norman South Water Reclamation Facility Energy Improvements, Norman, Oklahoma

Electrical engineer. The project is SCADA intensive with a complete replacement of the PLC system with new PLCs at the wastewater treatment plant. The project includes new programming for all of the PLCs by Garver along with redundant PLCs and servers, which results in a robust and reliable SCADA system. Specific tasks within the treatment plant included converting the activated sludge blowers from constant speed to variable speed motors with new variable speed drives and switch gear and new variable frequency drives for the RAS pumps.

Siloam Springs Wastewater Treatment Plant, Siloam Springs, Arkansas

Electrical engineer responsible for participating as an internal advisor to determine which programmable controller and HMI equipment to utilize. Also contributed to design of the control system architecture; led PLC and HMI programming and commissioning. The electrical design included primary clarification improvements, BNR blowers, anaerobic recycle pumps with VFDs, anaerobic mixers, anoxic mixers, new final clarifiers, and a new RAS/WAS pump station with VFDs.





Mike Crawford

PROGRAMMING/INTEGRATION

Mike Crawford is a senior technician on our Water Team with more than 20 years of experience. Mike's responsibilities include control systems design, integration, and support, while his project experience includes control system architecture design, PLC/HMI design and program development, system integration, and technical support. Mike has provided integration and technical support for an assortment of PLCs, variable speed drives, controls, and sensors in a variety of industrial processes.

Tupelo Bayou WWTP Improvements Design, Conway, Arkansas

Designed ControlLogix Platform PLC architecture, which includes SCADA, three Master PLC racks, three Remote I/O racks, three touchscreens, and communication via Ethernet ring topology. Currently working on control loops on the P&IDs.

Norman South Water Reclamation Facility Energy Improvements, Norman, Oklahoma

Design, program development, and integration of one A-B ControlLogix PLC platform for replacement of two TI545 PLC platforms consisting of redundant PLCs with 10 Remote I/O racks. The ControlLogix design consists of redundant PLC's communicating via ControlNet to 10 Remote I/O racks. Additional communication requirements included Ethernet/IP for SCADA communications and four VFDs and Modbus RTU for telemetry system communications. Converted over 2,000 rungs of ladder logic, Special Function Subroutines, Special Function Programs and PIDs plus additional programming to control four VFDs utilizing Rockwell Automation RSLogix 5000 in ladder format. Provided factory test hardware and software checkout, troubleshooting, and PID loop tuning.

UPRR Iowa Wastewater Treatment Plant Improvements, Various Sites, Iowa

Designed control systems for multiple sites to meet the clients requirements of modular design wastewater plants. The concept was to build one system that could be incorporated into any of the sites and allow the client to gradually move toward modular design at each site. Designed PLC systems, schematics, and control panels with this concept in mind. The PLC system used is the Allen Bradley ControlLogix platform. Control panels are designed to be identical for each site, although there are significant differences between each site.

UPRR North Little Rock Wastewater Treatment System Improvements, North Little Rock, Arkansas

Develop and deploy Programmable Logic Controllers (PLCs) and Operator Interface Terminals (OITs) applications to support lift stations and outfalls at seven (7) client sites, in North Little Rock, AR. PLC applications were developed for the Allen Bradley MicroLogix 1400 PLC platform, using Rockwell Automation RSLogix 500 software, and OIT applications were developed for Allen Bradley Panelview Plus 1500 terminals using Rockwell Automation FactoryTalk View ME software. Applications include, but are not limited to pump sequencing, pump staging, pump down level control, and 30 day data collection.

UPRR Pocatello Industrial Wastewater System Improvements, Pocatello, Idaho

Develop programmable logic controllers (PLCs) and Operator Interface Terminals (OITs) applications to support an industrial wastewater treatment plant. PLC applications were developed for the Allen Bradley ControlLogix PLC platform, using Rockwell Automation RSLogix 500 software, and OIT applications were developed for Allen Bradley Panelview Plus 1500 terminals using Rockwell Automation FactoryTalk View ME software. Applications include, but are not limited to pump sequencing, pump staging, constant level control, chemical dosing, and 30 day data collection.





Education

Ph.D., Civil
Engineering -
Water Resources

Bachelor of
Science in
Engineering, Civil
Specialty

Registrations

Professional
Engineer OK,
27682

Evan Tromble, PhD, PE

MODELING/HYDRAULIC ANALYSIS

Dr. Evan Tromble is the hydraulic modeling lead on our Water Team with ten years of experience. Evan specializes in hydraulic, hydrodynamics, groundwater, hydrologic, and system modeling, and he has hands-on experience with model development and application across a wide range of civil and environmental applications. His responsibilities include hydraulic modeling of water and wastewater treatment plants; water distribution, sanitary sewer collection, and stormwater collection systems; pump stations, water transmission lines, and force mains; and open channels and hydraulic structures. Evan earned a doctorate in civil engineering, and his dissertation focused on development and application of numerical methods to finite element analysis of complex free-surface flow problems.

City of Colleyville Water and Wastewater Master Plan, Colleyville, Texas

Hydraulic modeler responsible for utilizing the City's GIS information, collecting data during the field survey, and creating and calibrating hydraulic models of the City's water distribution and wastewater collection systems. These models were used to identify deficiencies based on existing and future load conditions and to support conceptual design of improvements to meet system design criteria that were incorporated into a CIP.

Norman Water Reclamation Facility Phase 2 Upgrade and Expansion, Norman, Oklahoma

Hydraulic modeler responsible for QA/QC for development of hydraulic profiles through the Norman Water Reclamation Facility. This \$56-million project expands capacity from 12 to 17 MGD, upgrades existing aged treatment processes, and addresses concerns with effluent water quality. Major process upgrades include biological treatment, solids handling, UV disinfection, and master planning of reuse treatment process including filtration and reuse pumping, and detailed hydraulic modeling was necessary to support process design and make sure planned future projects could be incorporated into the existing profile.

Perkins Road Booster Pump Station, Stillwater, Oklahoma

Lead hydraulic modeler responsible for analyzing hydrant flow testing data to determine the flow available to the suction side of the Perkins Road BPS under existing system conditions. Performed hydraulic modeling to determine flow and TDH requirements for the Perkins Road BPS under a wide range of system conditions. Generated pump curves based on the affinity laws for variable speed pumps and computed pump efficiencies for the range of anticipated conditions. Completed stormwater computations for the BPS site to determine detention requirements to maintain peak discharge at existing levels.

Yost Road Pump Station Replacement, Stillwater, Oklahoma

Project engineer responsible for working on the hydraulic modeling of the proposed system improvements: demand projection estimates, sizing of the new elevated storage, and sizing of the booster pump station. A GIS database of customer meter locations was used, in conjunction with water billing data, for efficient allocation of distributed water demands in the hydraulic system model.





Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: October 13, 2015
Re:

Action Requested:

Consider and act upon a contract change order by and between the City of Celina and Pacheco Koch for the Engineering Design for the Southeast Sector Sewer Project. (Johnson)

Background Information:

The wastewater project consists of surveying, design, and construction phase services for approximately 1,500 linear feet of inverted siphon and associated sewer pipeline to connect a new Hillwood development to the Southeast Sector Interceptor in Celina, Texas.

Also included in this proposal are design services for the proposed 12-inch water main located in the easement with the inverted siphon and associated sewer pipeline. Redesign of approximately 1,200 linear feet of water main is required to accommodate the sewer infrastructure within the same easement.

The original contract amount for \$585,340 was approved on 10/23/2014. Change Order No. 1 is for \$625,970 and Change Order No. 2 is \$77,505. The revised total design contract is \$1,293,065.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The cost of this design and construction is being paid for by Hillwood.

Legal Review:

The City Attorney has reviewed the proposed contract for content and form.

Supporting Documents:

1. Contract Change Order #2

Staff Recommendation:

Approve



July 14, 2015
PK No.: 3551-14.141

Mr. Gabe Johnson, P.E., PH, CFM
City Engineer
CITY OF CELINA
142 North Ohio Street
Celina, Texas 75009

Re: Professional Civil Engineering Services
SOUTHEAST SECTOR INVERTED SIPHON
Engineering Change Order #2
PWK SEW 2014-06
Celina, Collin County, Texas
MAPSCO: C4F31, 32

Dear Mr. Johnson:

Pacheco Koch, LLC is pleased to submit this proposal to provide professional civil engineering services relating to the referenced project. It is our understanding the wastewater project consists of surveying, design, and construction phase services for approximately 1,500 linear feet of inverted siphon and associated sewer pipeline to connect a new Hillwood development to the Southeast Sector Interceptor in Celina, Texas.

Also included in this proposal are design services for the proposed 12-inch water main located in the easement with the inverted siphon and associated sewer pipeline. Redesign of approximately 1,200 linear feet of water main is required to accommodate the sewer infrastructure within the same easement.

This project is shown on the attached exhibit titled "Southeast Sector Inverted Siphon".

SCOPE OF SERVICES

See attached Exhibit 'A' for description of services to be provided.

COMPENSATION & METHOD OF PAYMENT

See attached Exhibit 'B' for compensation detail and payment plan, and attached hourly breakdowns. The total fee for this lump sum project is \$77,505.00.

SCHEDULE

See attached Exhibit 'C' for project schedule, and attached Gantt chart.

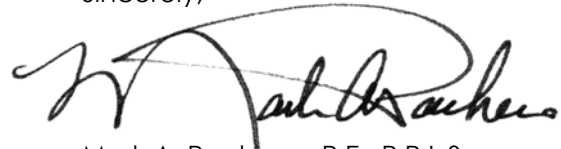
SUMMARY

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by Pacheco Koch, LLC on the project described above. This proposal is offered for a period of thirty (30) days after which, if said proposal has not been executed, said proposal should no longer be valid.

Mr. Gabe Johnson, P.E., PH, CFM
July 14, 2015
Page 2

Pacheco Koch, LLC is pleased to have this opportunity to submit this proposal and looks forward to working with you on this project. Upon receipt of notice to proceed, either in writing or verbally, it will be assumed said agreement is accepted by all parties and services will be provided accordingly. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark A. Pacheco', with a large, sweeping loop at the end.

Mark A. Pacheco, P.E., R.P.L.S.

TFB/mrm
01-14067

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**Southeast Sector Inverted Siphon***Celina, Collin County, Texas*

PK No: 3551-14.141

This Agreement is made between Pacheco Koch, LLC, a Texas limited liability company, (hereinafter referred to as "PK") whose mailing address is 8350 N. Central Expressway, Suite 1000, Dallas, Texas 75206, and City of Celina, (hereinafter referred to as "CLIENT"), whose mailing address is 142 North Ohio Street, Celina, Texas 75009, and is subject to the following terms and conditions to which the parties mutually agree:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 In consideration of the mutual covenants contained herein, PK shall perform the services identified in letter of proposal dated July 1, 2015, which is made a part hereof, in accordance with the terms of this Agreement.
- 1.2 PK will commence the services upon receipt of an executed copy of this Agreement signed by an authorized representative of the CLIENT and by an authorized representative of PK.
- 1.3 PK shall not be responsible for a CLIENT's directive or substitution made without PK's agreement and which agreement shall not be unreasonable withheld.

ARTICLE 2 - AMENDMENTS

- 2.1 CLIENT, without invalidating this Agreement, may request changes within the general scope of the Service required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving the CLIENT's request, PK shall return to CLIENT a written change proposal setting forth an adjustment to the services and cost estimated by PK to represent the value of the requested changes. Following CLIENT's review of PK's change proposal, CLIENT shall execute said written proposal authorizing PK to perform the changes in the Services.

ARTICLE 3 - PROJECT COSTS AND PAYMENT

- 3.1 PK shall be compensated, in U.S. Dollars, in accordance with the afore referenced letter of proposal and any subsequent executed amendments to said proposal.
- 3.2 Unless otherwise noted, direct costs such as application fees, review fees, blueprinting, reproductions, delivery fees, etc. are not included in the fees above and will be charged at cost times a multiplier of 1.10.
- 3.3 State and local sales tax shall also be considered a direct cost when applicable and will be charged at cost. Please note that professional boundary surveying services are subject to state sales tax.
- 3.4 PK will submit an invoice to CLIENT at the end of each month, on an hourly rate basis or based on the estimated percentage of completion of the services as stipulated in the proposal, unless otherwise specified by the CLIENT in writing and agreed upon by PK.
- 3.5 Payment shall be made by CLIENT within 30 days after receipt of the invoice.
- 3.6 PK shall be compensated by CLIENT for services rendered regardless of whether or not any impending sale of the subject property is finalized.
- 3.7 CLIENT shall provide written notification to PK within 15 days of receipt of the invoice should CLIENT 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 CLIENT within 30 days of receipt of said invoice.
- 3.8 If legal action is necessary to enforce payment provisions of this Agreement, PK shall be entitled to collect from CLIENT any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by PK in connection therewith.
- 3.9 A finance charge of 1.50% per month will be paid by CLIENT for all non-disputed invoices after 30 days.
- 3.10 If CLIENT for any reason fails to pay the undisputed portion of any invoice within 30 days of presentation, PK has the right to cease work on the project and CLIENT shall waive any claim against PK for cessation of services, and shall defend and indemnify PK from and against any claims for injury or loss stemming from said cessation of services. In the event the project is restarted, CLIENT shall also pay the cost of restarting and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

ARTICLE 4 - DELAYS AND TERMINATION

- 4.1 CLIENT or PK may terminate this Agreement upon forty-eight (48) hours written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the terminating party. A complete settlement of all claims upon such termination of this Agreement shall be made as follows: In the event of any termination PK will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, CLIENT shall have the limited right to the use of Documents, at CLIENT's sole risk, subject to the provisions here within. In the event the services cannot be performed on or before the projected due date because of circumstances beyond the control of PK, including, but not limited to strike, fire, riot, excessive precipitation, act of God, governmental action, third party action or action of omission by CLIENT, the services shall be amended by CLIENT and PK in accordance with Article 2 of this Agreement.
- 4.2 If the CLIENT suspends the Project, PK shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, PK shall be compensated for expenses incurred in the interruption and resumption of PK's services. PK's fees for the remaining services and the time schedules shall be equitably adjusted.
- 4.3 If the CLIENT suspends the Project for more than 90 cumulative days for reasons other than the fault of PK, PK may terminate this Agreement by giving not less than seven (7) days' written notice.
- 4.4 CLIENT's failure to make payment to PK in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by PK.

ARTICLE 5 - RIGHT OF ENTRY

- 5.1 CLIENT shall provide for PK's right to enter from time to time, property owned by CLIENT and/or others in order for PK to fulfill the scope of services included hereunder.

Attachment: 2015-07-22 CO2 - SE Sector Sewer - Inverted Siphon Design - Proposal 01-14067 (1263 : Change Order No. 2 - SE Sector Sewer

ARTICLE 6 - INFORMATION PROVIDED BY OTHERS

- 6.1 PK shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to PK such information as is available to CLIENT. CLIENT recognizes that it is impossible for PK 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. CLIENT shall be responsible for, and PK may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to PK pursuant to this Agreement. PK may use such requirements, programs, instructions, report data, and information in performing or furnishing services under this Agreement. Accordingly, CLIENT waives any claim against PK, and agrees to defend, indemnify and hold PK harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, inaccuracies in documents or other information provided to PK by CLIENT. Further, CLIENT agrees to compensate PK for any time spent or expenses incurred by PK in defense of any such claim, with such compensation to be based upon PK's prevailing fee schedule and an expense reimbursement policy.
- 6.2 Subject to the standard of care set forth here within, PK and its Consultants 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.

ARTICLE 7 - CONSTRUCTION ACTIVITIES

- 7.1 CLIENT agrees that the General Contractor is solely responsible for job site safety and for construction means, methods, sequence techniques and procedures necessary for performing, superintending and/or coordination all construction activities and warrants that this intent shall be made evident in CLIENT's agreement with the General Contractor.
- 7.2 Unless otherwise required in this Agreement, PK 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 8 - CONFIDENTIALITY

- 8.1 PK shall maintain as confidential, and not disclose to others without CLIENT's prior written consent, all information obtained from CLIENT not otherwise previously known to PK in the public domain. The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of PK, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction. PK will notify CLIENT in writing immediately if information is requested under item (ii) above. PK shall keep such information strictly confidential and shall not disclose it to any other person except to (i) its employees, (ii) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project or (iii) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 9 - OWNERSHIP OF INSTRUMENT OF SERVICE

- 9.1 Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefore for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or an earlier termination of this Agreement under Article 4, Engineer will revise drawings to reflect changes made during construction and will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

ARTICLE 10 - JURISDICTION

- 10.1 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, we are required to inform you 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.
- 10.2 This Agreement is to be governed by the laws of the State of Texas.

ARTICLE 11 - INDEMNITY

- 11.1 PK shall indemnify and hold harmless CLIENT from and against lawsuits, claims, liabilities, causes of action, losses, damages, forfeiture penalties, fines, costs and expenses, including, but not limited to, reasonable attorney's fees and expenses, by whomever asserted including, but not limited to, any government agency or branch or any third party to the extent the same arise from (i) a breach by PK of any term or provision of this Agreement, (ii) violation by PK of federal, state or local statute, rule, regulation or ordinance in the negligent performance of the Services, or (iii) negligent errors or omissions of PK or its employees, agents, or subcontractors in the performance of the Services.
- 11.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PK and its officers, directors, members, partners, agent employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs), by whomever asserted, including, but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by PK, any third party or employee employed or retained by PK, to the extent that such claim, property damage injury or death resulted from (i) the negligence or willful misconduct of CLIENT or agent of CLIENT, (ii) violation of federal, state, or local statute, rule, regulation or ordinance by CLIENT or agent of CLIENT, (iii) CLIENT's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the site, or (iv) inaccurate information provided by CLIENT to PK provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

ARTICLE 12 - LIMITATION OF LIABILITY

- 12.1 CLIENT, through its authorized representative, identified below, and PK, have discussed their risks, rewards and benefits of the project and PK's total fee for services. Neither PK, nor their consultants, agents, or employees shall be jointly, severally or individually liable to CLIENT in excess of one hundred thousand (\$ 100,000.00) by any act of omission, including breach of contract or negligence not amounting to willful or intentional wrong.

- 12.2 If, due to PK's error, any required item or component of the project is omitted from the construction documents, PK's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. In no event will PK be responsible for any cost or expense that provide betterment, upgrade or enhancement of the project.
- 12.3 CLIENT and PK mutually agree that PK's liability to CLIENT for all causes shall be limited to the proceeds from any insurance available to PK.

ARTICLE 13 – FIDUCIARY RESPONSIBILITY

- 13.1 CLIENT confirms that neither PK nor any of PK's subconsultants or subcontractors has offered any fiduciary service to the CLIENT and no fiduciary responsibility shall be owed to the CLIENT by PK or any of PK's subconsultants or subcontractors, as a consequence of PK entering into this Agreement with the CLIENT.
- 13.2 If this Agreement is a subcontract to CLIENT'S agreement with OWNER, CLIENT also confirms that neither PK nor any of PK's subconsultants owes a fiduciary responsibility to the CLIENT or OWNER. CLIENT shall, as a material element of the consideration the Consultant requires for performance of the services enumerated herein, require OWNER to formally recognize this provision in CLIENT's agreement with OWNER.

ARTICLE 14 - INSURANCE

- 14.1 PK represents that it now carries and will continue during the terms of this Agreement to carry Workers Compensation, Comprehensive General Liability and Comprehensive Automobile Liability insurance required by the laws of the State of Texas. A current PK Insurance Certificate will be provided to the CLIENT, if requested.

ARTICLE 15 - ASSIGNMENT

- 15.1 Unless otherwise noted, neither PK nor CLIENT shall assign this Agreement in whole or in part without the prior written consent of both parties. PK shall not subcontract any portion of the work to be performed hereunder, except that PK may use the services of persons and entities not in the employ of PK 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. PK's use of others for additional services shall not be unreasonably restricted by CLIENT provided PK notifies CLIENT in advance.
- 15.2 PK may, at their discretion, assign this contract to a subsidiary of PK. PK shall notify CLIENT of their assignment at such time it takes place.

ARTICLE 16 - NOTICES

- 16.1 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 registered or certified mail or by a commercial courier service to the business address identified at the end of the Agreement. All notices shall be effective upon the date of receipt.

ARTICLE 17 – STANDARD OF CARE

- 17.1 The standard of care for all professional engineering and related services performed or furnished by PK 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. PK makes no warranties, express or implied, under this Agreement or otherwise, in connection with PK's services.

ARTICLE 18 – OTHER PROVISIONS

- 18.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between PK and CLIENT. This Agreement replaces and supersedes all prior discussions and agreements between the CLIENT and PK 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 CLIENT and PK.
- 18.2 Any signature of or pursuant to this Agreement, shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile or email shall be subsequently confirmed by a original re-execution.
- 18.3 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 18.4 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 CLIENT and PK, 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.
- 18.5 CLIENT shall not rely in any way on any Document unless it is issued in final form, signed or sealed by PK or one of its Consultants.
- 18.6 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of the provision or of the remainder of this Agreement.
- 18.7 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.

By executing this agreement, PK and CLIENT indicate their acceptance and agreement with its terms.

City of Celina

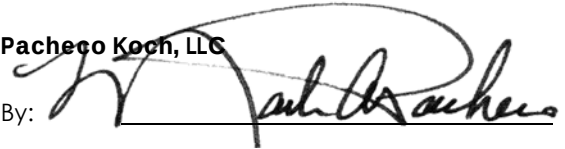
By: _____

Name: _____

Title: _____

Date: _____

Pacheco Koch, LLC

By:  _____

Name: Mark A. Pacheco, P.E., R.P.L.S.

Title: Principal

Date: July 14, 2015

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Pacheco Koch, LLC (CONSULTANT)
for Consulting Services

EXHIBIT 'A' – SCOPE OF SERVICES
SOUTHEAST SECTOR INVERTED SIPHON

PROJECT DESCRIPTION:

The project consists of surveying, design, and construction phase services for approximately 1,500 linear feet of inverted siphon and associated sewer pipeline to connect a new Hillwood development to the Southeast Sector Interceptor in Celina, Texas. This project is shown on the attached exhibit titled, "Southeast Sector Inverted Siphon". (PROJECT)

Also included in this proposal are design services for the proposed 12-inch water main located in the easement with the inverted siphon and associated sewer pipeline. Redesign of approximately 1,200 linear feet of water main is required to accommodate the sewer infrastructure within the same easement.

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.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Pacheco Koch, LLC (CONSULTANT)
for Consulting Services

3. Permit Coordination:
CONSULTANT will provide coordination with the TCEQ or other required agency for Permitting of the proposed interceptor 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 (30% Submittal)
- The Conceptual Design shall be submitted to OWNER per the approved Project Schedule. The purpose of the conceptual design is for the CONSULTANT to
- Study the project,
 - Identify and develop alternatives,
 - Present (through the defined deliverables) these alternatives to the OWNER,
 - Recommend the alternatives that successfully address the design problem, and
 - Obtain the OWNER's endorsement of the selected concept.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Pacheco Koch, LLC (CONSULTANT)
for Consulting Services

CONSULTANT will develop the conceptual design of the infrastructure as follows.

1. Data Collection

- In addition to data obtained from the OWNER, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the OWNER that may influence the project.
- The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), OWNER Master Plans, and property ownership as available from the Tax Assessor's office.
- The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop the design.

2. The Conceptual Design Package shall include the following:

- Technical memorandum containing graphic exhibits and written summary of alternative design concepts, considered strengths and weaknesses of each, and the rationale for selecting the recommended design concept.
- Proposed phasing of any construction that is included in this project documented in both the project schedule and narrative form.
- Documentation of key design decisions.
- Conceptual opinion of probable construction cost.

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
- Sanitary Sewer plan and profile sheets.
Scale 1" = 40' Horizontal; 1" = 4' Vertical
- 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.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Pacheco Koch, LLC (CONSULTANT)
for Consulting Services

4. Submit two (2) full sized 22"x34" sets of preliminary 60% plans, one (1) set of 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.
- D. Final Design (90% & 100% Submittals)
1. Revise preliminary plans incorporating comments from the OWNER.
 2. Submit two (2) full sized 22"x34" sets of 90% plans, one (1) set of 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.
 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 opinion of construction cost.
 6. Submit (1) sealed (100%) set of final plans and construction documents.
- E. Bid Phase Services (NOT INCLUDED)
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 CONSULTANT shall sell construction plans and contract bid documents. The CONSULTANT shall also maintain a plan holders list of documents sold.
 3. Bidder Assistance:
 - The CONSULTANT will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests, and the response thereto. 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.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Pacheco Koch, LLC (CONSULTANT)
for Consulting Services

- Attend the prebid conference in support of the OWNER.
 - Attend the bid opening in support of the OWNER.
4. Bid Analysis and Recommendation of Award:
- The CONSULTANT will tabulate and 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.

F. Construction Administration

1. Preconstruction Conference:
 - The CONSULTANT shall attend the preconstruction conference.
2. Public Meeting:
 - After the pre-construction conference, the CONSULTANT shall provide project exhibits and attend a public meeting, if any, to help explain the proposed project to interested parties. The OWNER shall select a suitable location and extend the invitation to the affected parties and the public as deemed appropriate.
3. 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.
4. 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.
5. 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.

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Pacheco Koch, LLC (CONSULTANT)
for Consulting Services

6. 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 scanned 22"x34" black and white PDF images.

G. Direct Expenses

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.

SPECIAL SERVICES:

A. Surveying Services

1. Horizontal and Vertical Control:
Pacheco Koch will establish four (4) control points (approximately 500-foot intervals), with horizontal and vertical values being obtained via GPS observations based on a local Virtual Reference System (VRS) Network. Horizontal values for these points will be provided as Grid Coordinates. The horizontal datum will be Texas State Plane Coordinate System – NAD 83, North Central Zone 4202. The vertical datum will be North American Vertical Datum 1988 – NAVD88 with orthometric heights determined by GEOID12A.
2. Topographic Design Survey:
Pacheco Koch will perform an on the ground survey under the direct supervision of a Registered Professional Land Surveyor. The limits of the survey shall be approximately 50-feet in width along the centerline alignment shown on the attached Southeast Sector Inverted Siphon exhibit.

Included in this item:

- Location of permanent improvements within the project limits (structures and improvements extending past the stated limits will

EXHIBIT A to Agreement between the
City of Celina, Texas (OWNER) and
Pacheco Koch, LLC (CONSULTANT)
for Consulting Services

be surveyed only to the extents of said limits and not in their entirety). Permanent improvements includes buildings, structures, fences, pavements and other man-made, unmovable objects.

- Spot elevations on 50-foot intervals and at significant grade breaks.
- Contours on one foot intervals.
- Location, common name and trunk diameter of trees over 8-inches in caliper.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- Easements or setbacks of which the surveyor has knowledge or has been made aware. This item does not include an abstract of title.
- Research and retrieval of subdivision plats, maps and/or deeds delineating the ownership for the properties in the project area.
- Limited field measurements to only those existing boundary monuments deemed necessary by the surveyor to approximate the location of rights-of-way and property lines.
- Graphic depiction of the approximate location of the property lines based on recorded deeds and plats.

Not included in this item:

- Species names of trees.
- Trees less than 8-inches in diameter.
- Right-of-Entry efforts for private property.
- Subsurface utility engineering services.
- Location of irrigation/sprinkler control valves.

3. Centerline Alignment Staking (If Requested):

After the City's engineering consultant has reviewed the Topographic Design Survey and determined a preliminary centerline alignment, Pacheco Koch will set laths at 200-foot intervals and angle points along said alignment. This staking is for field review by City Staff, the Engineer and property owners only and shall not be construed as construction staking.

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
City of Celina, Texas (OWNER) and
Pacheco Koch, LLC (CONSULTANT)
for Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

SOUTHEAST SECTOR INVERTED SIPHON

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated lump sum of \$ 77,505.00 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	\$	5,660.00
B.	Conceptual Design (30% Submittal)	\$	9,655.00
C.	Preliminary Design (60% Submittal)	\$	19,995.00
D.	Final Design (90% & 100% Submittals)	\$	12,445.00
E.	Bid Phase Services	\$	NOT INCLUDED
F.	Construction Administration	\$	6,150.00
G.	Direct Expenses (Not to Exceed)	\$	<u>3,000.00</u>
Basic Services Total		\$	56,905.00

Special Services

A.	Surveying Services	\$	<u>20,600.00</u>
Special Services Total		\$	20,600.00

GRAND TOTAL	\$	77,505.00
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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 fee 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'

PACHECO KOCH, LLC

Project No.: 3552-14.141

Client: City of Celina

Project Title: Southeast Sector Inverted Siphon

July 20, 2015

DESCRIPTION OF WORK TASK	MANHOURS BY CLASSIFICATION									TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	PRINCIPAL \$225.00	UTILITY DIRECTOR \$215.00	PROJECT MANAGER \$140.00	STR/ELEC/HYD ENGR \$195.00	PROJECT ENGR \$120.00	GRAD ENGR DESIGNER \$95.00	CADD TECH \$80.00	QA/QC REVIEW \$140.00	ADMIN \$70.00		
PROJECT MANAGEMENT											
MANAGE THE TEAM	1.0	8.0			4.0				1.0	14.0	\$ 2,495.00
COMMUNICATIONS AND REPORTING	1.0	8.0			4.0				1.0	14.0	\$ 2,495.00
PERMIT COORDINATION										0.0	\$ -
CONSTRUCTABILITY REVIEW		2.0			2.0					4.0	\$ 670.00
UTILITY CLEARANCE										0.0	\$ -
										SUB-TOTAL =	\$ 5,660.00
CONCEPTUAL DESIGN											
PERFORM SIPHON CALCULATIONS		2.0			16.0			2.0		20.0	\$ 2,630.00
DETERMINE EASEMENT REQUIREMENTS										0.0	\$ -
DATA COLLECTION		1.0			1.0	2.0				4.0	\$ 525.00
CONCEPTUAL DESIGN PACKAGE		2.0			16.0	40.0		2.0	1.0	61.0	\$ 6,500.00
										SUB-TOTAL =	\$ 9,655.00
PRELIMINARY DESIGN											
PRELIMINARY CONSTRUCTION PLANS		2.0			40.0	80.0		4.0		126.0	\$ 13,390.00
PRELIMINARY CONSTRUCTION CONTRACT DOCUMENTS		2.0			8.0	16.0		4.0	4.0	34.0	\$ 3,750.00
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS		1.0			4.0	8.0		2.0		15.0	\$ 1,735.00
PLANS SUBMITTAL		2.0			2.0	4.0			1.0	9.0	\$ 1,120.00
										SUB-TOTAL =	\$ 19,995.00
FINAL DESIGN											
90 PERCENT CONSTRUCTION PLANS		2.0			8.0	24.0		2.0		36.0	\$ 3,950.00
PLANS SUBMITTAL		2.0			2.0	4.0			1.0	9.0	\$ 1,120.00
FINAL CONSTRUCTION PLANS		2.0			8.0	16.0		2.0		28.0	\$ 3,190.00
FINAL CONSTRUCTION CONTRACT DOCUMENTS		2.0			4.0	8.0		2.0	2.0	18.0	\$ 2,090.00
FINAL OPINION OF PROBABLE CONSTRUCTION COSTS		1.0			2.0	4.0		1.0		8.0	\$ 975.00
PLANS SUBMITTAL		2.0			2.0	4.0			1.0	9.0	\$ 1,120.00
										SUB-TOTAL =	\$ 12,445.00
BID PHASE SERVICES											
BID ADVERTISEMENT										0.0	\$ -
BID DOCUMENT DISTRIBUTION										0.0	\$ -
BIDDER ASSISTANCE										0.0	\$ -
BID ANALYSIS AND RECOMMENDATION OF AWARD										0.0	\$ -
CONFORMED CONSTRUCTION DOCUMENTS										0.0	\$ -
										SUB-TOTAL =	\$ -
CONSTRUCTION ADMINISTRATION											
PRECONSTRUCTION CONFERENCE		2.0			4.0				1.0	7.0	\$ 980.00
SITE VISITS					8.0					8.0	\$ 960.00
SHOP DRAWING AND LAB REPORT REVIEW		1.0			8.0				1.0	10.0	\$ 1,245.00
INSTRUCTIONS TO CONTRACTOR					4.0					4.0	\$ 480.00
CONTRACTOR'S PAY ESTIMATES					4.0				1.0	5.0	\$ 550.00
FINAL INSPECTION		1.0			4.0					5.0	\$ 695.00
RECORD DRAWINGS					4.0	8.0				12.0	\$ 1,240.00
										SUB-TOTAL =	\$ 6,150.00

Attachment: 2015-07-22 CO2 - SE Sector Sewer - Inverted Siphon Design - Proposal 01-14067 (1263 :

PACHECO KOCH, LLC

Project No.: 3552-14.141

Client: City of Celina

Project Title: Southeast Sector Inverted Siphon

July 20, 2015

DESCRIPTION OF WORK TASK	MANHOURS BY CLASSIFICATION									TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	PRINCIPAL \$225.00	UTILITY DIRECTOR \$215.00	PROJECT MANAGER \$140.00	STR/ELEC/HYD ENGR \$195.00	PROJECT ENGR \$120.00	GRAD ENGR DESIGNER \$95.00	CADD TECH \$80.00	QA/QC REVIEW \$140.00	ADMIN \$70.00		
HOURS SUB-TOTALS	2.0	45.0	0.0	0.0	159.0	218.0	0.0	21.0	15.0	460.0	\$ 53,905.00
TOTAL LABOR COSTS	\$ 450.00	\$ 9,675.00	\$ -	\$ -	\$ 19,080.00	\$ 20,710.00	\$ -	\$ 2,940.00	\$ 1,050.00	\$ 53,905.00	
% OF TOTAL HOURS	0.4%	9.8%	0.0%	0.0%	34.6%	47.4%	0.0%	4.6%	3.3%	100.0%	

ENGINEERING	
LABOR COSTS:	\$ 53,905.00
DIRECT EXPENSES (INCLUDES 1.1 MULTIPLIER)	\$ 3,000.00
TOTAL ENGINEERING (Basic Services)	\$ 56,905.00
OTHER DIRECT COSTS - (Special Services)	
SURVEYING SERVICES	\$ 20,600.00
TOTAL ENGINEERING (Special Services)	\$ 20,600.00
TOTAL DESIGN FEE	\$ 77,505.00

EXHIBIT C to Agreement between the
City Celina, Texas (OWNER) and
Pacheco Koch, LLC (CONSULTANT)
for Consulting Services

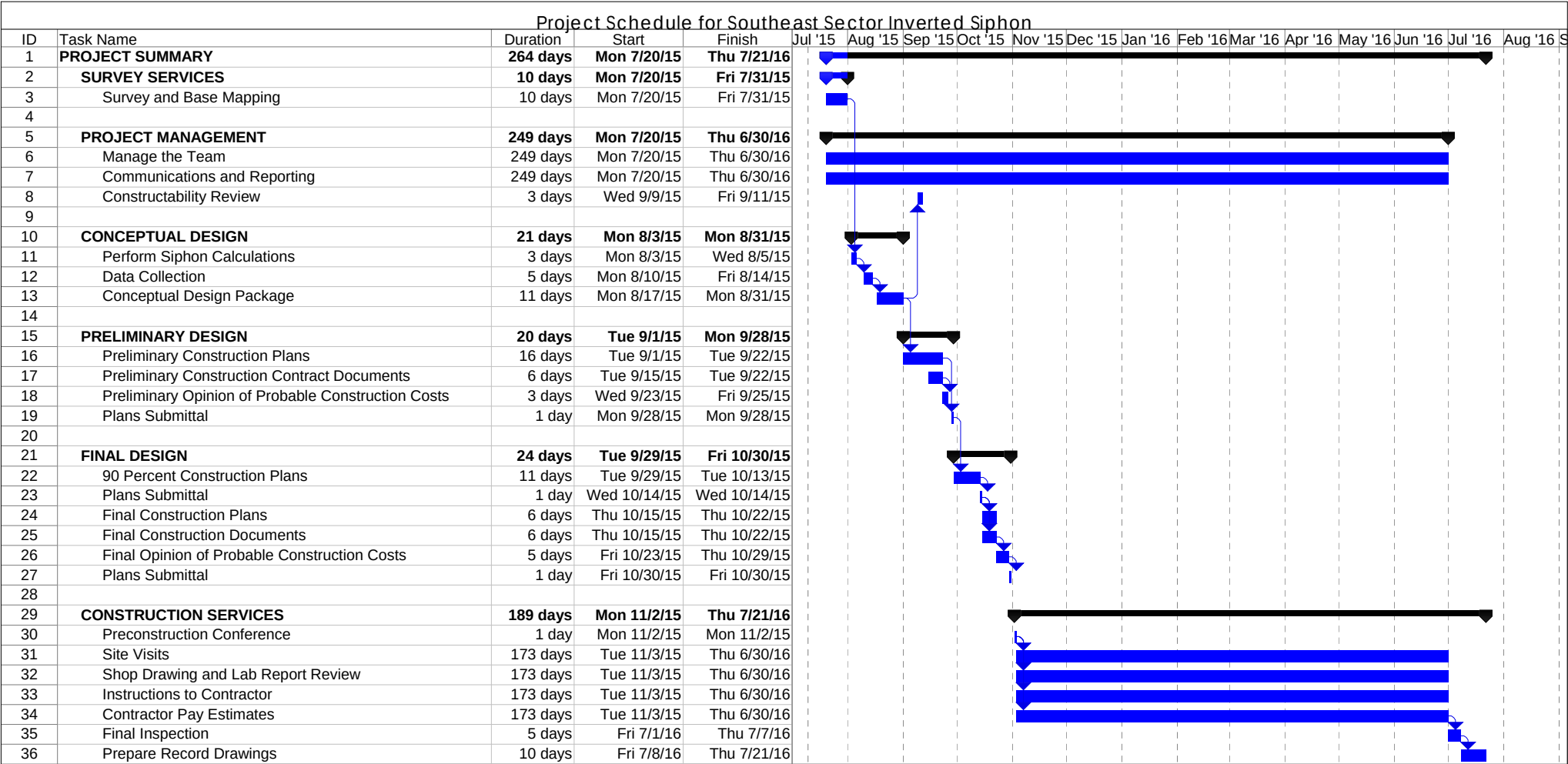
EXHIBIT 'C' – SCHEDULE
SOUTHEAST SECTOR INVERTED SIPHON

Activity	Estimated Duration (weeks)	Estimated Completion After N.T.P.
Notice-To-Proceed		-
Survey and Base Mapping	2	2 Weeks
Conceptual Design Submittal (30%)	4	6 Weeks
Preliminary Design Submittal (60%)	4	10 Weeks
Pre-Final Design Submittal (90%)	3	13 Weeks
Final Design Complete (100%)	2	15 Weeks
Begin Construction	0	15 Weeks
Complete Construction	36	51 Weeks
Record Drawings	2	53 Weeks

*Occurs simultaneously but under separate contract.

The CONSULTANT is not responsible for delays beyond its control.

END OF EXHIBIT 'C'



Project: Celina Siphon Schedule
Date: Fri 7/10/15

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

◆

▬

▬

▬

◆

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

◆

▬

▬

▬

◆

Finish-only

External Tasks

External Milestone

Progress

Deadline

Packet Pg. 151

Page 1

Attachment: 2015-07-22 CO2 - SE Sector Sewer - Inverted Siphon Design - Proposal 01-14067 (1263 : Change Order No. 2 - SE Sector Sewer

7.L.a



Engineering/Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Public Works
Date: October 13, 2015
Re:

Action Requested:

Consider and act to authorize the City Manager to execute an agreement with NTTA and Collin County for Dallas North Tollway ROW utility crossings. (Johnson)

Background Information:

Staff has been working with the City Attorney, NTTA and Collin County in drafting a three party Agreement. The proposed Agreement is similar to the ILA that Prosper has with NTTA and Collin County allowing them to cross the DNT ROW with utilities understanding that the City takes the responsibility of relocating utilities in the future, if necessary. Council passed a resolution in August for a one time crossing for the Creeks of Legacy off-site utility crossings. Collin County Commissioners have requested that the City execute a formal agreement for any future utility crossings.

Council authorized this agreement at the September 8th council. The County and NTTA had additional comments after the 8th that they wanted included in the agreement. The changes were minor in nature and did not change the original intent of the agreement that was presented in September.

Board Review/Citizen Input:

None

Alternatives:

None

Financial Considerations:

None

Legal Review:

Staff has been working with the City Attorney to draft the agreement.

Supporting Documents:

None

Staff Recommendation:

Approve



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: October 13, 2015
 Re: Light Farms The Grange Phase 3 Construction Plat

Action Requested:

Consider and act on a Construction Plat for Light Farms Phase 6, The Grange Neighborhood, being a ±17.78 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167 and the John Ragsdale Survey, Abstract No. 734, and containing forty-nine (49) residential lots and six (6) common area lots. (Light Farms-The Grange) (Liebman)

Background Information:

Staff has reviewed the proposed Construction Plat for Light Farms, Phase 6 and has no outstanding comments.

Board Review/Citizen Input:

At their regularly scheduled meeting on September 15, 2015 the Planning and Zoning Commission voted Unanimously 4; Yes - 0; No to approve the plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

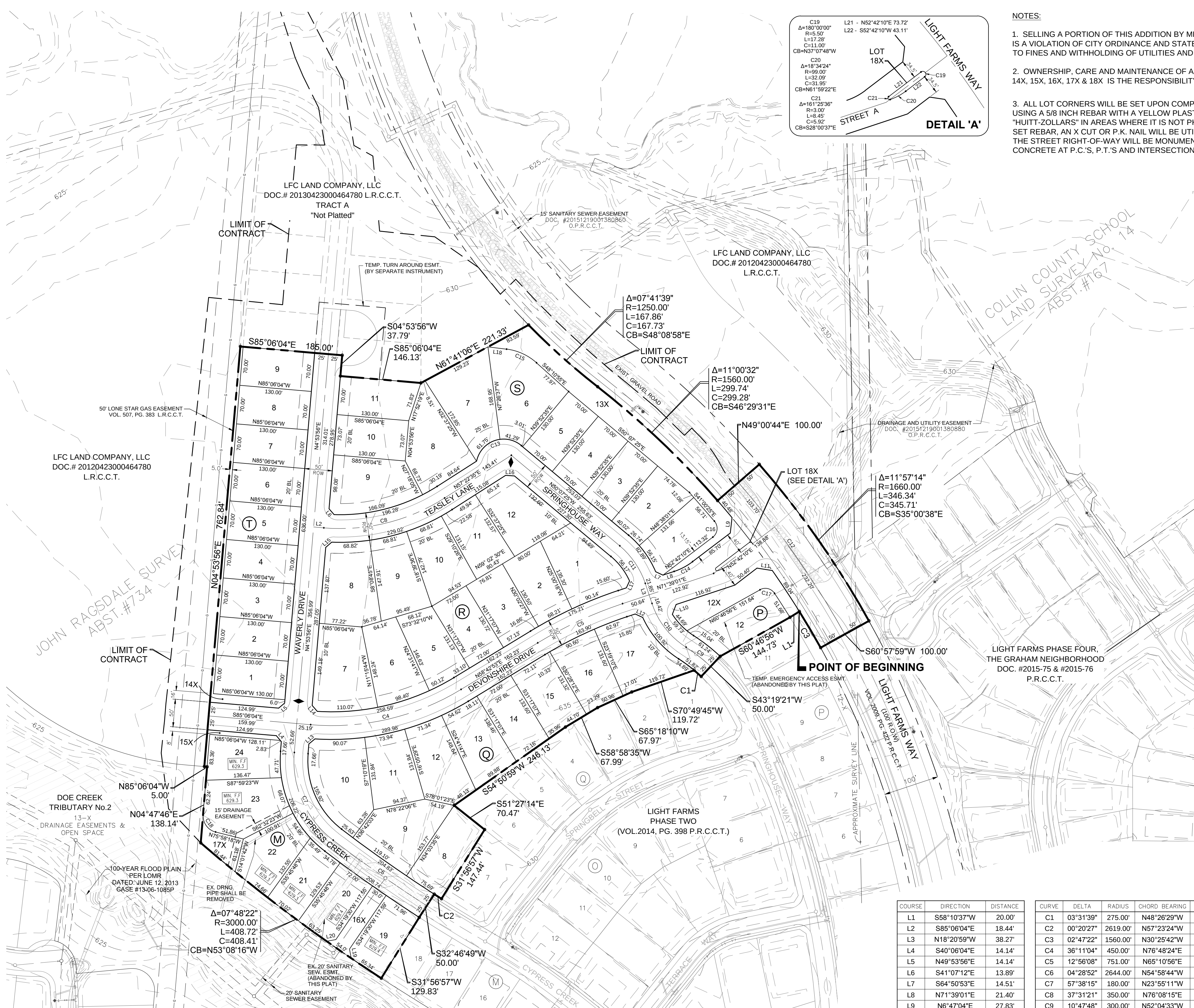
Supporting Documents:

- Light Farms Phase 6, Construction Plat.

Staff Recommendation:

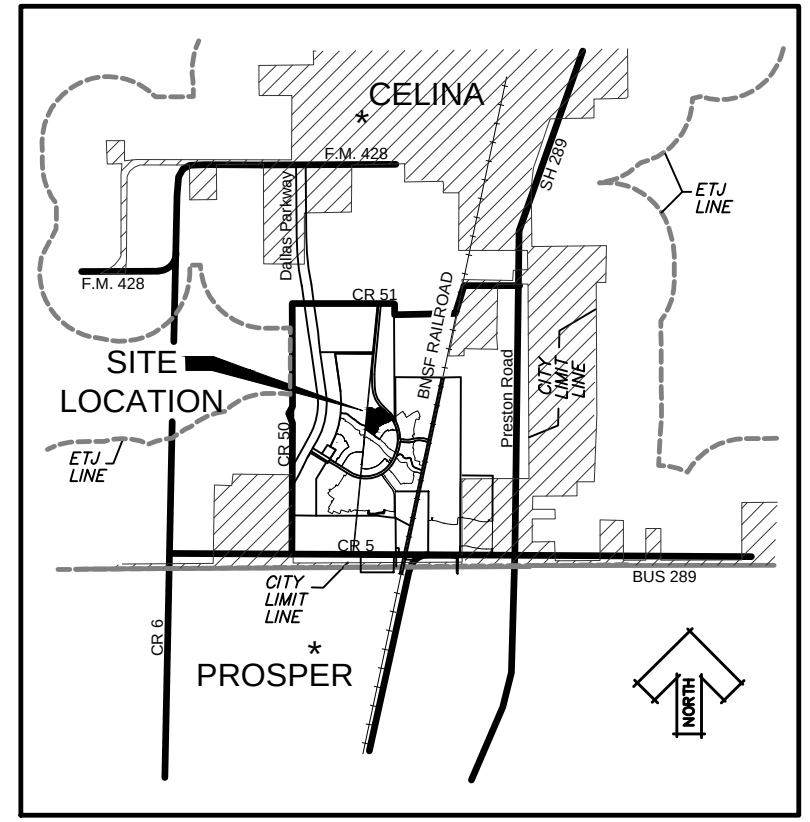
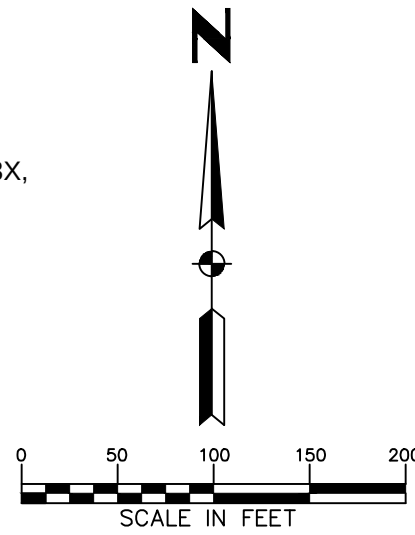
Staff recommends approval.

DWG: I:\proj\01390551\01390551_grange 308_designcadd\C30\SHEETS\01390551_CONST-PLAT.dwg USER: jgan
DATE: Oct 06, 2015 10:52am XREFS: 01390551-CONST PLAT-BD 01390551-PARCEL 01390551-SP



NOTES:

- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- OWNERSHIP, CARE AND MAINTENANCE OF ALL COMMON AREA LOTS 12X, 13X, 14X, 15X, 16X, 17X & 18X IS THE RESPONSIBILITY OF THE HOA.
- ALL LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION USING A 5/8 INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS" IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET REBAR, AN X CUT OR P.K. NAIL WILL BE UTILIZED. THE CENTERLINE OF THE STREET RIGHT-OF-WAY WILL BE MONUMENTED WITH A SCRIBED "X" IN CONCRETE AT P.C.'S, P.T.'S AND INTERSECTION POINTS.



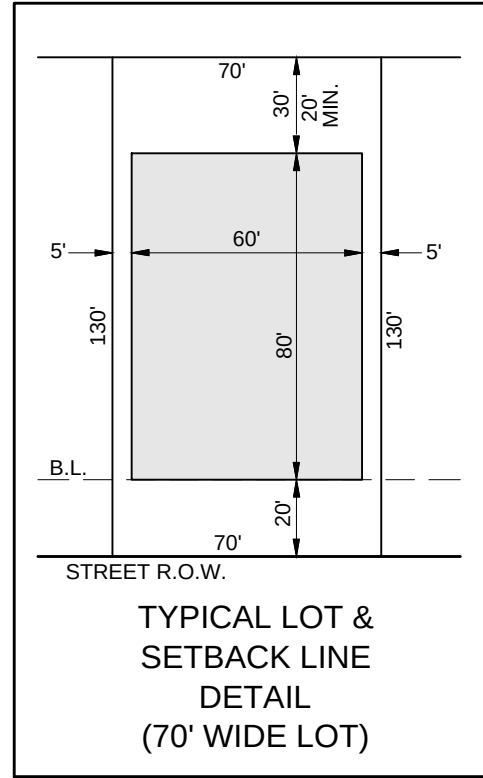
VICINITY MAP
NTS

BASIC OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE NAD 1983 TIED TO THE TEXAS STATE PLAN COORDINATE SYSTEM OF 1983, N0TH CENTRAL TEXAS ZONE (4202).

LEGEND

- IRF — 5/8" IRON ROD FOUND
- IRS — 5/8" IRON ROD SET
- MIN.F.F. — MINIMUM FINISH FLOOR
- W.M.E. — WALL MAINTENANCE EASEMENT
- UE — UTILITY EASEMENT
- BL — BUILDING LINE
- ◆ — DENOTES STREET NAME CHANGE
- L.R.C.C.T. — LAND RECORD OF COLLIN COUNTY, TEXAS
- LOMR — LETTER OF MAP REVISION



LOT #	AREA
19	9,613 sq.ft. 0.221 ac.
20	9,464 sq.ft. 0.217 ac.
21	9,103 sq.ft. 0.209 ac.
22	11,206 sq.ft. 0.257 ac.
23	13,866 sq.ft. 0.318 ac.
24	9,905 sq.ft. 0.227 ac.

LOT #	AREA
12	10,892 sq.ft. 0.250 ac.

LOT #	AREA
8	10,998 sq.ft. 0.252 ac.
9	13,781 sq.ft. 0.316 ac.
10	15,890 sq.ft. 0.365 ac.
11	10,986 sq.ft. 0.252 ac.
12	12,325 sq.ft. 0.283 ac.
13	11,539 sq.ft. 0.265 ac.
14	9,794 sq.ft. 0.225 ac.
15	10,741 sq.ft. 0.247 ac.
16	10,824 sq.ft. 0.248 ac.
17	13,652 sq.ft. 0.313 ac.

LOT #	AREA
1	9,789 sq.ft. 0.225 ac.
2	9,793 sq.ft. 0.225 ac.
3	9,100 sq.ft. 0.209 ac.
4	9,100 sq.ft. 0.209 ac.
5	9,100 sq.ft. 0.209 ac.
6	15,728 sq.ft. 0.361 ac.
7	14,761 sq.ft. 0.339 ac.
8	14,429 sq.ft. 0.331 ac.
9	14,115 sq.ft. 0.324 ac.
10	9,499 sq.ft. 0.218 ac.
11	9,664 sq.ft. 0.222 ac.

LOT #	AREA
1	9,100 sq.ft. 0.209 ac.
2	9,100 sq.ft. 0.209 ac.
3	9,100 sq.ft. 0.209 ac.
4	9,100 sq.ft. 0.209 ac.
5	9,100 sq.ft. 0.209 ac.
6	9,100 sq.ft. 0.209 ac.
7	9,100 sq.ft. 0.209 ac.
8	9,100 sq.ft. 0.209 ac.
9	9,100 sq.ft. 0.209 ac.

LOT #	AREA
1	13,575 sq.ft. 0.312 ac.
2	10,016 sq.ft. 0.230 ac.
3	9,841 sq.ft. 0.226 ac.
4	9,427 sq.ft. 0.216 ac.
5	10,468 sq.ft. 0.240 ac.
6	12,071 sq.ft. 0.277 ac.
7	15,215 sq.ft. 0.349 ac.
8	14,387 sq.ft. 0.330 ac.
9	11,801 sq.ft. 0.271 ac.
10	11,009 sq.ft. 0.253 ac.
11	10,058 sq.ft. 0.231 ac.
12	12,886 sq.ft. 0.296 ac.

LOT #	AREA
12-X	8,788 sq.ft. 0.202 ac.
13-X	21,646 sq.ft. 0.497 ac.
14-X	5,255 sq.ft. 0.121 ac.
15-X	1,323 sq.ft. 0.030 ac.
16-X	4,031 sq.ft. 0.093 ac.
17-X	3,374 sq.ft. 0.077 ac.
18-X	824 sq.ft. 0.019 ac.

CONSTRUCTION PLAT
LIGHT FARMS
PHASE 6
THE GRANGE NEIGHBORHOOD
CONTAINING
49 RESIDENTIAL & 7 H.O.A LOTS (TOTALING 17.780 ACRES)
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. #734
COLLIN COUNTY SCHOOL LAND SURVEY No.14, ABST.#167
COLLIN COUNTY, TEXAS
OCTOBER, 2015

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

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

1/2

DWG: I:\proj\0139051\0139051_GRANGE 308_Design\CADD\C3D\SHEETS\0139051_CONST-PLAT.dwg USER: jgan
DATE: Oct 06, 2015 9:31am XREFS: 0139051-CONST PLAT-BD 0139051-EX-BASE 0139051-PARCEL 0139051-SP

OWNERS CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, LFC Land Company, LLC is the owner of a tract of land situated in the Collin County School Land Survey No. 14, Survey, Abstract No. 167 and the John Ragsdale Survey, Abstract No. 734, Collin County, Texas and being a portion of a tract of land described in instrument to LFC Land Company, LLC as recorded under Document Number 20120423000464780 of the Official Property Records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the north corner of Lot 11, Block P of Light Farms Phase 2C, The Grange Neighborhood, an addition to Collin County as recorded in Volume 2015, Page 398 of the Plat Records, Collin County, Texas;

THENCE along the northwesterly line of said Light Farms Phase 2C the following;

South 58 degrees 10 minutes 37 seconds West a distance of 20.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 60 degrees 46 minutes 56 seconds West a distance of 144.73 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 43 degrees 19 minutes 21 seconds West a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a delta angle of 03 degrees 31 minutes 39 seconds, a radius of 275.00 feet and being subtended by a chord which bears North 48 degrees 26 minutes 29 seconds West a distance of 16.93 feet;

Along said curve an arc length of 16.93 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

South 70 degrees 49 minutes 45 seconds West a distance of 119.72 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 65 degrees 18 minutes 10 seconds West a distance of 67.97 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 58 degrees 58 minutes 35 seconds West a distance of 67.99 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 54 degrees 50 minutes 59 seconds West a distance of 246.13 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 51 degrees 27 minutes 14 seconds East a distance of 70.47 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 31 degrees 56 minutes 57 seconds West a distance of 147.44 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a delta angle of 00 degrees 20 minutes 27 seconds, a radius of 2619.00 feet and being subtended by a chord which bears North 57 degrees 23 minutes 24 seconds West a distance of 15.58 feet;

Along said curve to the right an arc length of 15.58 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

South 32 degrees 46 minutes 49 seconds West a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 31 degrees 56 minutes 57 seconds West a distance of 129.83 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the west corner of Lot 18, Block M of said Light Farms Phase 2C and being the beginning of a non-tangent curve to the right having a delta angle of 07 degrees 48 minutes 22 seconds, a radius of 3000.00 feet and being subtended by a chord which bears North 53 degrees 08 minutes 16 seconds West a distance of 408.41 feet;

THENCE departing the northwesterly line of said Light Farms Phase 2C and along said curve to the right an arc length of 408.72 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE North 04 degrees 47 minutes 46 seconds East a distance of 138.14 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 85 degrees 06 minutes 04 seconds West a distance of 5.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 04 degrees 53 minutes 56 seconds East a distance of 762.84 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 85 degrees 06 minutes 04 seconds East a distance of 185.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 04 degrees 53 minutes 56 seconds West a distance of 37.79 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE South 85 degrees 06 minutes 04 seconds East a distance of 146.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 61 degrees 41 minutes 06 seconds East a distance of 221.33 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a delta angle of 07 degrees 41 minutes 39 seconds, a radius of 1250.00 feet and being subtended by a chord which bears South 48 degrees 08 minutes 58 seconds East a distance of 167.73 feet;

THENCE along said curve to the left an arc length of 167.86 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a reverse curve to the right having a delta angle of 11 degrees 00 minutes 32 seconds, a radius of 1560.00 feet and being subtended by a chord which bears South 46 degrees 29 minutes 31 seconds East a distance of 299.28 feet;

THENCE along said curve to the right an arc length of 299.74 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

THENCE North 49 degrees 00 minutes 44 seconds East a distance of 100.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a delta angle of 11 degrees 57 minutes 14 seconds, a radius of 1660.00 feet and being subtended by a chord which bears South 35 degrees 00 minutes 38 seconds East a distance of 345.71 feet;

THENCE along said curve to the right an arc length of 346.34 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve, said point being at the north corner of Light Farms Way (a 100' right-of-way) as recorded in Volume 2009, Page 422 of the Plat Records, Collin County, Texas;

THENCE along the north line of said Light Farms Way, South 60 degrees 57 minutes 59 seconds West a distance of 100.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the left having a delta angle of 02 degrees 47 minutes 22 seconds, a radius of 1560.00 feet and being subtended by a chord which bears North 30 degrees 25 minutes 42 seconds West a distance of 75.94 feet;

THENCE departing the north line of said Light Farms Way and along said curve to the left an arc length of 75.95 feet to and containing 17.780 acres of land, more or less.

NOTE:

This plat is hereby adopted by the Owners and approved by the City of Celina (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The portion of The GRANGE NEIGHBORHOOD - PHASE III as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain accessible at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement, or for the control of erosion. No construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined shall be permitted, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the city shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the city shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitively defined. The City shall not be held liable for any damages of any nature resulting from the failure of any structure or structures, within the easement."

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LFC Land Company, LLC ("Company"), acting herein by and through their respective duly authorized officer(s), do hereby adopt this plat designating the herein described property as **Light Farms, THE GRANGE NEIGHBORHOOD - PHASE III**, an addition to Collin County, within the extra-territorial jurisdiction of the City of Celina, Texas. Company does hereby dedicate, in fee simple, to the Collin County Municipal Utility District No. 1 ("District") forever, the easements and public use areas, streets, rights-of-way, and public improvements contained therein, District does hereby dedicate for the public use forever, the easements and public use areas, the streets, rights-of-way, and public improvements contained therein. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. Notwithstanding the foregoing, the District does hereby dedicate to the City of Celina all water and sanitary sewer improvements contained in the right-of-way and easements as shown on this plat in consideration for the City of Celina's agreement to utilize such improvements to serve property within the District. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limit the use to particular utilities, said use by public utilities being subordinate to the public's, District's and City of Celina's use thereof. The City of Celina, District and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said rights-of- way and easements. The City of Celina, District and public utility entities shall at all times have the full right of ingress and egress to or from their respective rights-of-way and easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand, this the _____ day of _____, 2015.

LFC Land Company, LLC

By: RJM/Celina III, L.P., manager

By: RJM/Celina III GP, Inc., general partner

Authorized Signature of LFC Devco BIG II, LLC, Owner

Tony Ruggeri, President

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Tony Ruggeri, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires On: _____

CERTIFICATE OF APPROVAL

Approved this _____ day of _____ 2015
by the COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No. 1

Keller W. Webster President Collin County Municipal Utility District No. 1

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Keller W. Webster, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2015.

Notary Public in and for the State of Texas _____

My Commission Expires On: _____

KNOW ALL MEN BY THESE PRESENTS:

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

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

Eric J. Yahoudy, Registered Professional Land Surveyor
Texas Registration No. 4862
Firm Registration No. 10025600

Date _____

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Eric J. Yahoudy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires On: _____

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

Signature of Mayor

Date of approval

ATTEST:

City Secretary

Date

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

RECOMMENDED BY:

Planning and Zoning Commission
City of Celina, Texas

Signature of Chairperson

Date of Recommendation

APPROVED BY:

City Council
City of Celina, Texas

Signature of Mayor

Date of Approval

ATTEST:

City Secretary

CONSTRUCTION PLAT
LIGHT FARMS
PHASE 6
THE GRANGE NEIGHBORHOOD-PHASE III
CONTAINING
49 RESIDENTIAL & 7 H.O.A LOTS (TOTALING 17.780 ACRES)
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. #734
COLLIN COUNTY SCHOOL LAND SURVEY No.14, ABST.#167
COLLIN COUNTY, TEXAS
OCTOBER, 2015

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

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

2/2



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Planner
CC: Mike Foreman, City Manager
Date: October 13, 2015
Re: Light Farms Maydelle Phase 2 Construction Plat

Action Requested:

Consider and act on a Construction Plat for Light Farms, Maydelle Neighborhood, Phase 2, ±15.457 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167 and the John Ragsdale Survey, Abstract No. 734, and containing thirty-six (36) residential lots and three (3) common area lots. (Light Farms-Maydelle) (Liebman)

Background Information:

Staff has reviewed the proposed Construction Plat for Light Farms, The Grange Neighborhood, Phase 3, and has deemed it acceptable.

Board Review/Citizen Input:

At their regularly scheduled meeting on September 15, 2015 the Planning and Zoning Commission voted Unanimously 4; Yes - 0; No to approve the plat.

Legal Review:

N/A

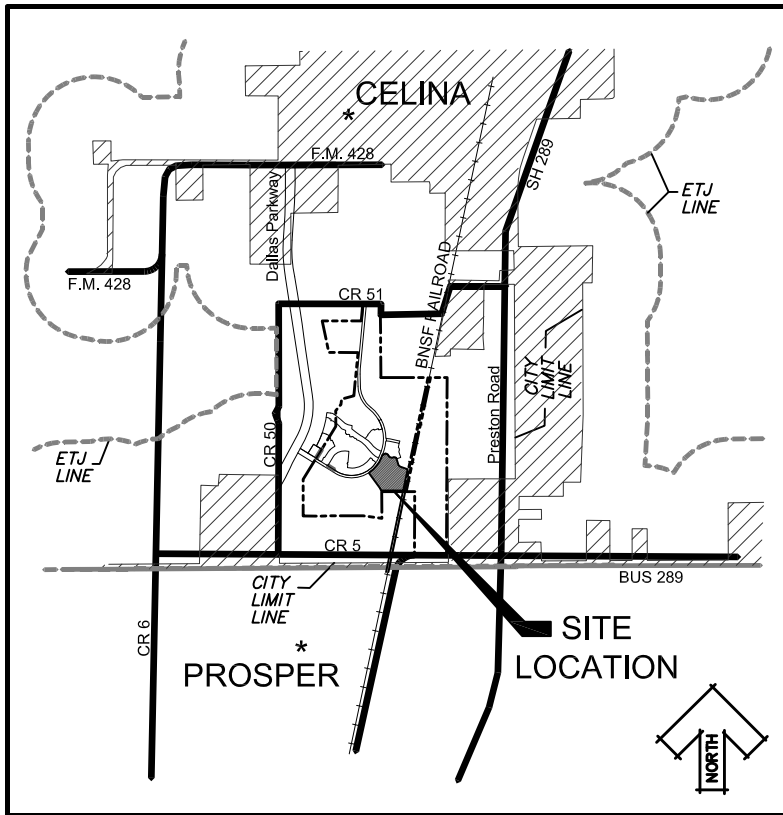
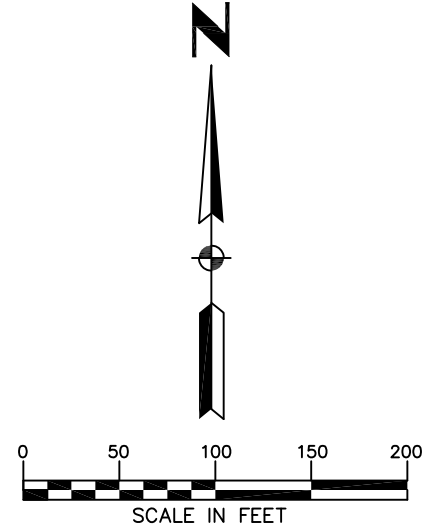
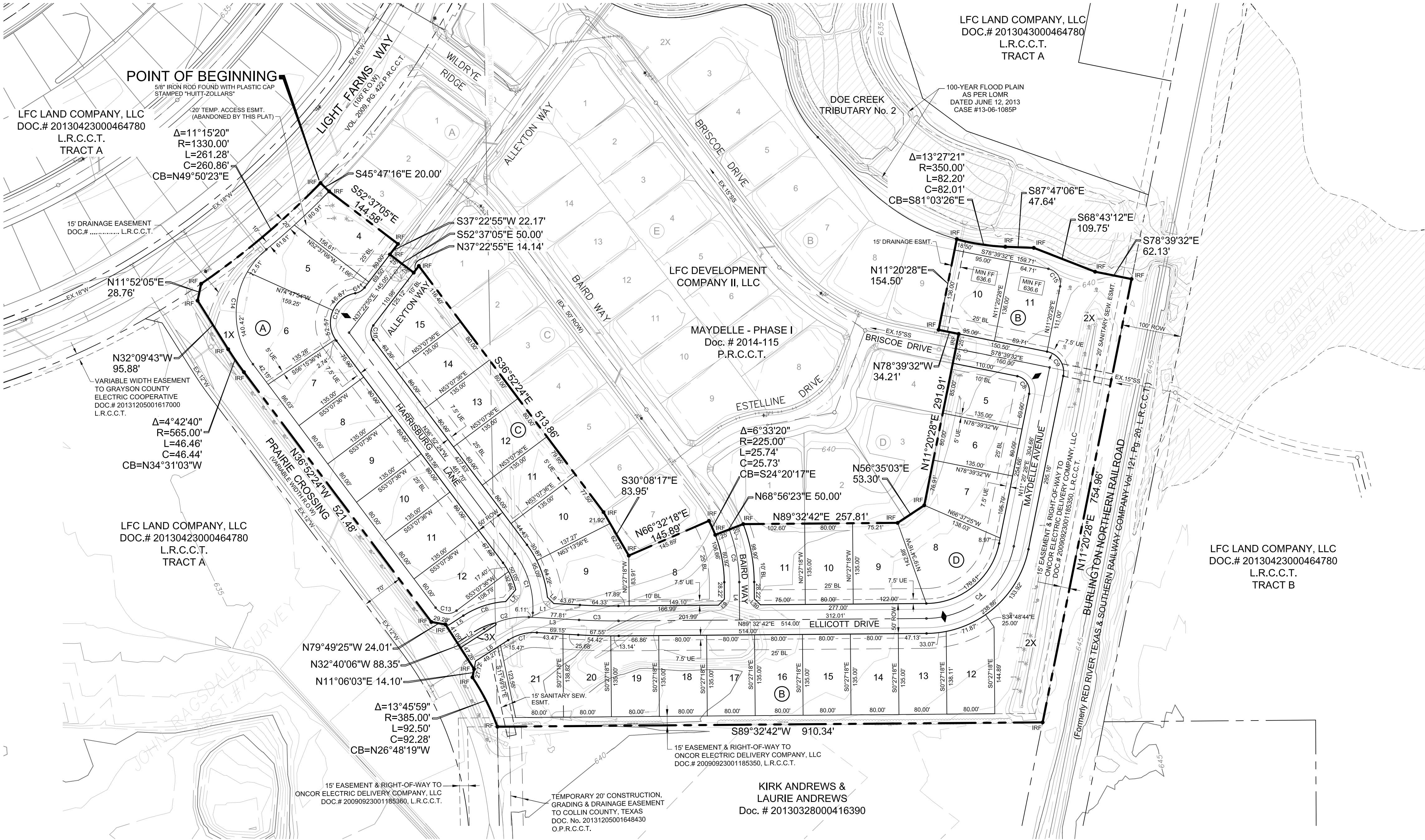
Supporting Documents:

- Construction Plat

Staff Recommendation:

Staff recommends approval.

DWG: I:\proj\01390532 - 80' Ls\DWG\PHASE\ISHSHEETS\01390532-C004-CONST\PLAT.dwg USER: albertfel
DATE: Sep 04, 2015 11:21am XREFS: 01390532_EX-BASE 01390532-PLAT-BD 01390532-SP 01390532-TOPO



BLOCK A

LOT #	AREA
4	12,015 sq.ft. 0.28 ac.
5	15,750 sq.ft. 0.36 ac.
6	17,543 sq.ft. 0.40 ac.
7	11,115 sq.ft. 0.26 ac.
8	10,800 sq.ft. 0.25 ac.
9	10,800 sq.ft. 0.25 ac.
10	10,800 sq.ft. 0.25 ac.
11	10,800 sq.ft. 0.25 ac.
12	11,334 sq.ft. 0.26 ac.

BLOCK B

LOT #	AREA
12	12,018 sq.ft. 0.28 ac.
13	10,834 sq.ft. 0.25 ac.
14	10,800 sq.ft. 0.25 ac.
15	10,800 sq.ft. 0.25 ac.
16	10,800 sq.ft. 0.25 ac.
17	10,800 sq.ft. 0.25 ac.
18	10,800 sq.ft. 0.25 ac.
19	10,800 sq.ft. 0.25 ac.
20	10,925 sq.ft. 0.25 ac.
21	12,867 sq.ft. 0.30 ac.

BLOCK C

LOT #	AREA
8	17,714 sq.ft. 0.41 ac.
9	15,385 sq.ft. 0.35 ac.
10	11,833 sq.ft. 0.27 ac.
11	10,800 sq.ft. 0.25 ac.
12	10,800 sq.ft. 0.25 ac.
13	10,800 sq.ft. 0.25 ac.
14	10,800 sq.ft. 0.25 ac.
15	13,102 sq.ft. 0.30 ac.

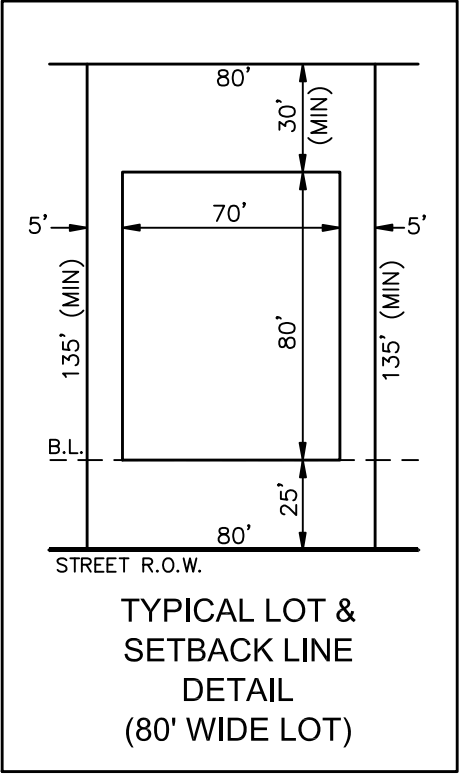
BLOCK D

LOT #	AREA
5	11,341 sq.ft. 0.26 ac.
6	10,800 sq.ft. 0.25 ac.
7	12,326 sq.ft. 0.28 ac.
8	17,454 sq.ft. 0.40 ac.
9	13,312 sq.ft. 0.31 ac.
10	10,800 sq.ft. 0.25 ac.
11	11,985 sq.ft. 0.28 ac.

OPEN SPACE

LOT #	AREA
1X	25,475 sq.ft. 0.58 ac.
2X	93,276 sq.ft. 2.14 ac.
3X	634 sq.ft. 0.01 ac.

- LEGEND**
- IRF — IRON ROD FOUND
 - IRF (H2) — 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "HUITT-ZOLLARS"
 - IRF — 5/8" IRON ROD SET W/ "HUITT-ZOLLARS" CAP
 - MIN. F.F. — MINIMUM FINISH FLOOR
 - WME — WALL MAINTENANCE EASEMENT
 - UE — UTILITY EASEMENT
 - BL — BUILDING LINE
 - ◆ — DENOTES STREET NAME CHANGE
 - L.R.C.C.T. — LAND RECORDS, COLLIN COUNTY, TEXAS
 - P.R.C.C.T. — PLAT RECORDS, COLLIN COUNTY, TEXAS



NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. THE CARE, OWNERSHIP, AND MAINTENANCE OF ALL COMMON AREA LOTS 1-X, 2X & 3X IS THE RESPONSIBILITY OF COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No.1
3. ALL LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION USING A 5/8 INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "HUITT-ZOLLARS" IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET REBAR, AN X CUT OR P.K. NAIL WILL BE UTILIZED. THE CENTERLINE OF THE STREET RIGHT-OF-WAY WILL BE MONUMENTED WITH A SCRIBED "X" IN CONCRETE AT P.C.'S, P.T.'S AND INTERSECTION POINTS.

BASIC OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE NAD 1983 TIED TO THE TEXAS STATE PLAN COORDINATE SYSTEM OF 1983, NORTH CENTRAL TEXAS ZONE (4202).

CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	40°06'15"	150.00'	104.99'	102.86'	N16°49'15"W
C2	36°00'18"	125.00'	78.55'	77.26'	N75°13'42"E
C3	3°41'10"	1025.00'	65.94'	65.93'	S88°36'43"E
C4	78°12'14"	150.00'	204.74'	189.21'	N50°26'34"E
C5	20°36'19"	250.00'	89.91'	89.42'	S10°45'27"E
C6	28°48'10"	150.00'	75.41'	74.61'	N71°37'38"W
C7	36°00'18"	80.00'	50.27'	49.45'	N75°13'42"W
C8	90°00'00"	25.00'	39.27'	35.36'	S33°39'32"E
C9	90°00'00"	34.50'	54.19'	48.79'	S33°39'32"E
C10	74°15'18"	20.00'	25.92'	24.14'	N00°15'15"E
C11	42°50'00"	25.00'	18.69'	18.26'	S58°47'54"W
C12	117°05'18"	50.00'	102.18'	85.30'	S21°40'15"W
C13	90°00'00"	25.00'	39.27'	35.36'	S81°52'23"E
C14	87°08'34"	140.00'	212.93'	192.99'	N06°41'53"E
C15	90°00'00"	25.00'	39.27'	35.36'	S33°39'32"E

COURSE	DIRECTION	DISTANCE
L1	N03°13'52"E	7.63'
L2	N57°13'34"E	50.34'
L3	S86°46'09"E	83.92'
L4	S00°27'18"E	63.22'
L5	N57°13'34"E	29.21'
L6	N57°13'34"E	64.74'
L7	S40°15'13"W	25.93'
L8	S45°26'10"E	15.02'
L9	S44°32'42"W	14.14'
L10	S45°27'18"E	14.14'

CONSTRUCTION PLAT
LIGHT FARMS
THE MAYDELLE NEIGHBORHOOD-PHASE II
CONTAINING
36 RESIDENTIAL LOTS, 3 OPEN SPACES
TOTALING 15.457 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY SCHOOL LAND SURVEY No. 14, ABST. No. 167
COLLIN COUNTY, TEXAS
JUNE, 2015

DEVELOPER
LFC LAND COMPANY, LLC.
8401 North Central Expressway, Suite 350, Dallas, TX 75225
Phone 214-292-3410 Fax 214-292-3411

PREPARED BY:
HUITT-ZOLLARS
Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202
Phone (214) 871-3311 Fax (214) 871-0757
CITY FILE No. P-201506-01

DWG: I:\proj\01390501\01390532 - 80' Lx15DWG\PHASE I\LSHEETS\01390553-C004-CONST PLAT.dwg USER: albecfel
DATE: Sep 04, 2015 11:24am XREFS: 01390553_EX-BASE 01390553-PLAT-BD 01390553-SP 01390553_EX-TOPO

OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, LFC LAND COMPANY, LLC is the owner of a tract of land situated in the John Ragsdale Survey, Abstract No. 734 and in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and being a portion of the 597.17 acres of land described as Tract A in instrument recorded under Document No. 20120423000464780 of Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the southeasterly right-of-way line of Light Farms Way (a 100 foot wide right-of-way at this point as recorded in Volume 2009, Page 422 of the Plat Records of Collin County, Texas) at the southwest corner of Lot 1X, Block A of Maydelle - Phase 1, at Light Farms, an addition to Collin County, Texas within the extra-territorial jurisdiction of the City of Celina, Texas, as recorded in Document Number 2014-115 of the Plat Records of Collin County, Texas;

THENCE, departing the southeasterly right-of-way line of said Light Farms Way along the southerly line of said Maydelle - Phase 1 addition the following courses and distances:

South 45 degrees 47 minutes 16 seconds East a distance of 20.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 52 degrees 37 minutes 05 seconds East a distance of 144.58 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 37 degrees 23 minutes 36 seconds West a distance of 22.17 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 52 degrees 37 minutes 05 seconds East a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 37 degrees 22 minutes 55 seconds East a distance of 14.14 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 36 degrees 52 minutes 24 seconds East a distance of 513.86 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 30 degrees 08 minutes 17 seconds East a distance of 83.95 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 66 degrees 32 minutes 18 seconds East a distance of 145.89 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a non-tangent curve to the right having a central angle of 06 degrees 33 minutes 20 seconds, with a radius of 225.00 feet, a chord bearing of South 24 degrees 20 minutes 17 seconds East, a chord length of 25.73 feet;

Along said curve to the right an arc length of 25.74 feet to a 5/8" iron rod found with plastic cap stamped "Huitt-Zollars";

North 68 degrees 56 minutes 23 seconds East a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 89 degrees 32 minutes 42 seconds East a distance of 257.81 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 56 degrees 35 minutes 03 seconds East a distance of 53.30 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 11 degrees 20 minutes 28 seconds East a distance of 241.91 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 11 degrees 20 minutes 28 seconds East a distance of 50.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 78 degrees 39 minutes 32 seconds West a distance of 34.21 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 11 degrees 20 minutes 28 seconds East a distance of 154.50 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the northeasterly corner of Maydelle - Phase 1 addition and being the beginning of a non-tangent curve to the left having a central angle of 13 degrees 27 minutes 20 seconds, with a radius of 350.00 feet, a chord bearing of South 81 degrees 03 minutes 26 seconds East, a chord length of 82.01 feet;

THENCE, departing the Maydelle - Phase 1 addition along said curve to the left an arc length of 82.20 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 87 degrees 47 minutes 06 seconds East a distance of 47.64 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 68 degrees 43 minutes 12 seconds East a distance of 109.75 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 78 degrees 39 minutes 32 seconds East a distance of 62.13 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the westerly right-of-way line of the Red River Texas & Southern Railway Company Railroad (currently Burlington Northern Santa Fe Railroad), a 100.0 foot wide right-of-way, by deed recorded in Volume 121, Page 20, L.R.C.C.T.;

THENCE, South 11 degrees 20 minutes 28 seconds West along the westerly right-of-way line of said Red River Texas & Southern Railway Company Railroad, a distance of 754.96 feet to a 1/2 inch iron rod found at a southeast corner of the LFC Land Company tract;

THENCE, South 89 degrees 32 minutes 42 seconds West departing the westerly right-of-way line of said Red River Texas & Southern Railway Company Railroad and along the a south line of the LFC Land Company tract, a distance of 910.34 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the proposed easterly right-of-way line of Prairie Crossing, a 75.0 foot wide right-of-way, and being the beginning of a non-tangent curve to the left having a central angle of 13 degrees 45 minutes 59 seconds, with a radius of 385.00 feet, a chord bearing of North 26 degrees 48 minutes 19 seconds West, a chord length of 92.28 feet;

THENCE, along the proposed northeasterly right-of-way line of Prairie Crossing the following courses and distances:

Along said curve to the left an arc length of 92.50 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

North 11 degrees 06 minutes 03 seconds East a distance of 14.10 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 32 degrees 40 minutes 06 seconds West a distance of 88.35 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 79 degrees 49 minutes 25 seconds West a distance of 24.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 36 degrees 52 minutes 24 seconds West a distance of 521.48 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a central angle of 04 degrees 42 minutes 40 seconds, with a radius of 565.00 feet, a chord bearing of North 34 degrees 31 minutes 03 seconds West, a chord length of 46.44 feet;

Along said curve to the right an arc length of 46.46 feet to a 5/8" iron rod set with plastic cap stamped "Huitt-Zollars";

North 32 degrees 09 minutes 43 seconds West a distance of 95.88 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 11 degrees 52 minutes 05 seconds East a distance of 28.76 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" in the said southeasterly right-of-way line of Light Farms Way and being the beginning of a non-tangent curve to the left having a central angle of 11 degrees 15 minutes 20 seconds, with a radius of 1,330.00 feet, a chord bearing of North 49 degrees 50 minutes 24 seconds East, a chord length of 260.86 feet;

THENCE, along the southeasterly right-of-way line of Light Farms Way along the southeasterly right-of-way line of Light Farms Way and curve an arc length of 261.28 feet to the POINT OF BEGINNING and CONTAINING 15.457 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

WITNESS, my hand, this the _____ day of _____, 2015.

By:

Authorized Signature of LFC LAND COMPANY, LLC.

Printed Name and Title, Guarantor

STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires On: _____

WITNESS, my hand, this the _____ day of _____, 2015.

By:

Authorized Signature of
COLLIN COUNTY MUNICIPAL UTILITY DISTRICT No. 1

Printed Name and Title, Owner

STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2015.

Notary Public in and for the State of Texas

My Commission Expires On: _____

PREPARERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

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

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

Eric J. Yahoudy, Registered Professional Land Surveyor
Texas Registration No. 4862

Date _____

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Eric J. Yahoudy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2015.

Notary Public in and for the State of Texas _____

My Commission Expires On: _____

PROPERTY LOCATION STATEMENT

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

Signature of Mayor

Date of approval

ATTEST:

City Secretary

Date

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

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

Signature of Chairperson

Date of Recommendation

APPROVED BY:

City Council
City of Celina, Texas

Signature of Mayor

Date of Approval

ATTEST:

City Secretary

CONSTRUCTION PLAT
LIGHT FARMS
THE MAYDELLE NEIGHBORHOOD-PHASE II
CONTAINING
36 RESIDENTIAL LOTS, 3 OPEN SPACES
TOTALING 15.457 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY SCHOOL LAND SURVEY No. 14, ABST. No. 167
COLLIN COUNTY, TEXAS
JUNE, 2015

DEVELOPER

LFC LAND COMPANY, LLC.

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

PREPARED BY:

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

CITY FILE No. P-201506-01



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: October 13, 2015
 Re: Sutton Fields PID Dissolution - Public Hearing and Resolution to Dissolve

Action Requested:

The Celina City Council will conduct a public hearing, consider testimony and act upon a resolution regarding the dissolution of an existing Public Improvement District (PID) for Sutton Fields, a ±494.29 acre tract of land. The property is generally located north of Parvin Road, east of FM 1385 and west of Smiley Road. (Sutton Fields) (Liebman)

Action Requested:

The Celina City Council will conduct a public hearing, consider testimony and act upon a resolution regarding the dissolution of an existing Public Improvement District (PID) for The Sutton Fields, a ±494.29 acre tract of land. The property is generally located north of Parvin Road, east of FM 1385 and west of Smiley Road. (Sutton Fields)

Background Information:

City Council accepted a petition to dissolve the existing Public Improvement District (PID) for ±494.29 acres of land (Sutton Fields) on September 3, 2015.

Notification:

- ~~§ September 25, 2015~~ Notice of public hearing published in *The Celina Record*
- ~~§ September 25, 2015~~ Property owners within PID boundaries notified by mail
- ~~§ September 25, 2015~~ Notice posted on City website
- § October 13, 2015 Council to conduct public hearing and consider dissolving the existing Sutton Fields PID

Supporting Documents:

- Resolution Authorizing the Dissolution of the existing Sutton Fields PID

Legal Review:

The proposed resolution was written and reviewed by the City's land use attorney.

Board/Committee Recommendation:

Staff recommends adoption of the resolution dissolving the existing Sutton Fields PID.

Staff Recommendation:

Staff recommends the public hearing be opened and continued to the 10/20 CC meeting.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: October 13, 2015
 Re: Public Hearing and Resolution to Create Sutton Fields PID II

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action upon a resolution authorizing and creating The Sutton Fields II Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code, a ±622.779 acre tract of land generally located north of Parvin Road, east of FM 1385 and west of Smiley Road. (Sutton Fields PID II) (Liebman)

Background Information:

City Council accepted a petition to create a new Public Improvement District (PID) for a ±622.779 acre tract of land (Sutton Fields PID II) on September 8, 2015. The previously approved PID for Sutton Fields is in the process of being dissolved since the applicant has added approximately 128 acres to the development. The proposed resolution authorizes the creation of the new Sutton Fields II Public Improvement District PID and provides for items associated with the PID.

Notification:

- ~~§ September 17, 2015~~ ~~Property owners within PID boundaries notified by mail~~
- ~~§ September 25, 2015~~ ~~Notice of public hearing published in *The Celina Record*~~
- ~~§ September 25, 2015~~ ~~Notice posted on City website~~
- § October 13, 2015 Council to conduct public hearing and consider creating Sutton Fields II PID

Supporting Documents:

- Resolution Authorizing the Creation of The Sutton Fields II PID

Legal Review:

The proposed resolution was written and reviewed by the City's land use attorney.

Staff Recommendation:

Staff recommends the public hearing be opened and continued to the 10/20 CC meeting.



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Mike Foreman, City Manager
Date: October 13, 2015
Re: TIRZ Sutton Fields

Action Requested:

The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed tax increment reinvestment zone to protest or support the inclusion of their property within the proposed reinvestment zone, which consists of an approximate 494.883 acre tract of land. The property is generally located at the northeast corner of Parvin Road and FM 1385. (Sutton Fields) (Liebman)

Background Information:

Tabled from September meeting

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

N/A



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: October 13, 2015
Re: Wells North Development Agreement

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action regarding an Extra Territorial Jurisdiction Development Agreement by and between the City of Celina, Texas and the property owners of Wells North. The property is a ±244.1 acre tract of land located within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and is generally located south of CR 88, east of Carter Ranch, north of CR 83, and approximately 1,350 feet west of the future alignment of Coit Road. (Wells North) (Liebman)

Background Information:

An application has been made by the Hillwood Communities for an Extraterritorial Jurisdiction (ETJ) Development Agreement with the City of Celina for a ±244.1 acre tract of land. This Development Agreement would spell out certain Development Regulations and agreements between Hillwood Communities and the City of Celina prior to the annexation and subsequent zoning of the property.

Development Regulations:

The applicant is proposing the ±244.1 acre parcel to be a planned development with primarily single family detached homes. Collin College will be located adjacent to the tract in the far northwest corner. Areas A, B, and C, with ±209 net acres of land, will be exclusively single family detached lots and the amenities typically associated with single family development. A Celina ISD school site is planned. Areas D (±23 net acres) and E (±10 net acres) will have the underlying zoning classification of MU-2 (Mixed Use) that will allow the flexibility to develop commercial, single family, townhomes and/or multiple family uses as the market dictates. Areas D and E are located at the northeast corner of the property, adjacent to the future college location, are bisected by CR 88.

Access

The property currently has three main access points:

- CR 88 - Currently shown on the Thoroughfare Plan as a future six-lane, divided major arterial connecting to the future Collin County Outer Loop in two places and roughly parallel to and south of the Outer Loop alignment. Staff believes that the proximity of CR 88 to the alignment of the Outer Loop and its relatively short length will allow a decrease in right-of-way dedication for this roadway. A Traffic Impact Study, conducted by an independent firm, confirms Staff's position. Staff therefore suggests a downgrading of the six-lane, divided major arterial within 120 feet of right-of-way to a future six-lane "modified" arterial within 100 feet of right-of-way. A Thoroughfare Plan amendment, which will include this new recommended street section, is in progress. It is expected that CR 88 in this location will have an ultimate build-out of four lanes divided. However, the design and right-of-way width would allow for two additional lanes if traffic warrants. This roadway will be named "Choate Parkway."
- Carter Ranch Road - This roadway will continue east through the Wells North development as a major collector (65' right-of-way) and eventually connect with Coit Road, as shown on the Thoroughfare Plan. This right-of-way width will accommodate two travel lanes, a median with turn lanes, and two dedicated, striped bike lanes. As vehicles enter from Carter Ranch, the roadway will divide around a welcome/development sign and landscaping, continuing east to a three-way roundabout and continuing farther east to Coit Road. This roadway will be named "Punk Carter Parkway."
- CR 83 - This two-lane roadway is designated on the Thoroughfare Plan as a future east/west major arterial along the southern edge of the property. This arterial will ultimately have six lanes divided within 100 feet of right-of-way, with flared right-of-way at the intersection with Preston Road to accommodate turn lanes. The applicant is providing 70 feet of right-of-way dedication in this location at the southern property line. CR 83 will be called "Ownsby Parkway."

Areas A, B, and C - Single Family Development

Areas A, B, and C are reserved exclusively for detached single family residential land uses and is made up of ±209 acres. The total maximum number of lots is 900 units. This number will be reduced if a school site is provided on the property. The lots will be divided into three types: 50 foot, 60 foot, and 70 foot lot widths. The lotting mix and development standards are shown below:

Lot Summary for Areas A, B and C				
<i>Lot Type</i>	<i>Lot Size</i>	<i>Units per Type</i>	<i>Net Acres</i>	<i>Density</i>
I	50' Wide Lots	50% maximum	209	~4.3 du/acre
II	60' Wide Lots	35% minimum		
III	70' Wide Lots	15% minimum		
	Maximum Total Lots	900		

Proposed area regulations for single family detached houses for Lot Types I, II and III are shown below:

Single Family Detached Lot Regulations
--

	<i>Lot Type I</i>	<i>Lot Type II</i>	<i>Lot Type III</i>
Lot width	50'	60'	70'
Lot depth	110'	115'	115'
Min. lot area	5,500 sq. ft.	7,000 sq. ft.	8,500 sq. ft.
Min. front setback	20'	20' (15' if J-swing garage)	25' (15' if J-swing garage)
Min. rear setback	20'	20'	20'
Min. side yard (midblock)	5'	5'	7'
Min. side yard (corner)	15'	15'	15'
Min. side yard (key lot)	20'	20'	25'
Min. front porch setback	15'	15'	15'
Min. roof pitch*	6:12	8:12	8:12
Max. impervious lot coverage	60 percent	60 percent	60 percent
Min. dwelling size (a/c area)	1,600 sq. ft.	1,800 sq. ft.	2,000 sq. ft.
Accessory Buildings	Minimum front yard setback = 50' Minimum side yard setback (midblock) = 3' Minimum side yard setback (corner) = 15' Minimum rear setback = 3'		
Garage setback	Garages shall be inline or setback from the front entry or the front facade		
Min. off-street parking	2 parking spaces within an enclosed garage 2 2 unenclosed parking spaces (may occupy setback area but may not encroach onto sidewalk)		

* Roof pitch does not include roofs over architectural features or enhancements, such as porches and dormers.

** Impervious lot cover applies only to the footprint of an enclosed building and excludes patios, porches (whether covered or uncovered), driveways, sidewalks and other similar improvements that are not part of an enclosed building.

Exterior materials for single family development shall be 100% masonry for facades facing a public street and for the first floors on all facades, whether facing a street or not. For building facades that do not face a public street, a maximum of 50% of each façade above the first floor may be constructed of cementitious fiberboard (e.g. Hardiboard®) when used in a plane other than the vertical plane of the first story, unless interrupted with an intersecting roof line or another architectural element.

Areas D and E

Land uses within Areas D and E shall be a mix based on the MU-2 zoning district regulations. Non-residential building materials shall be governed by the requirements of the Zoning Ordinance, as it exists or may be amended. Non-residential land uses within Areas D and E are further restricted by the Development Agreement through the requirement of a Conditional Use Permit (CUP) for approval of certain land uses, which are listed in Attachment 2.

Area D, a ±23 acre tract located south of the CR 88 alignment, allows all the land uses shown on Attachment 2 of the Development Regulations document, single family residential, and townhomes not to exceed 9 dwelling units/acre. Townhome development may utilize zero lot lines or traditional centered lot placement. A multi-family option is allowed only in Area D and has a maximum density of 24 dwelling units/acre with a cap of no more than 350 units. No duplex development is permitted in Areas D. The applicant is also proposing a minimum of five net acres of Area D to be commercial.

Area E, a ±10 acre tract located north of the CR 88 alignment, shall be mixed use with MU-2 base zoning and allows all the land uses listed on Attachment 2 of the development regulations, with single family residential lots (Type I, II and/or III) also allowed by right. The density of townhome residential uses shall not exceed 9 dwelling units/acre. No duplex or multiple family development is permitted in Area E.

Open Space The applicant will comply with the requirements of the Zoning Ordinance regarding open space provision for Areas A, B and C. The open space will be comprised of an amenity center and “pocket parks” as well as hike and bike trails located throughout the development. All amenities shall be owned and maintained by the home owners’ association (HOA).

Legal Review:

The city attorney has reviewed the Development Agreement and deemed it acceptable.

Public Notice:

The City Council public hearing notification was published in *The Celina Record* on September 25, 2015. Notices were sent to 114 property owners listed on the most recently approved municipal tax roll within 200 feet of the subject property on August 28, 2015, prior to the Planning and Zoning Commission public hearing. Notices were sent to Celina ISD, Collin County, and the appropriate utility providers. Zoning signs were placed on the property on August 31, 2015. The applicant held an informational meeting at the First United Methodist Church on September 2, 2015 to explain the proposed development to interested property owners. Twenty-eight (28) citizens attended. As of the printing of the City Council packet, staff has received one letter in support of the proposed development regulations from Celina ISD, which is attached. No letters in opposition to the proposed development regulations have been received.

Planning and Zoning Commission Recommendation:

At the meeting on September 15, 2015, the Planning and Zoning Commission voted (4-0) to recommend approval of the Development Regulations, as recommended by Staff.

Staff Recommendation:

Staff recommends that the public hearing be opened, testimony taken and the public hearing be closed with Council action to be tabled to the November 10, 2015 meeting.



September 15, 2015

To Whom It May Concern:

Celina Independent School District is very much in favor of allowing Hillwood Enterprises, L.P. to develop the land east of and adjoining the Carter Ranch addition. The district's intent is to build an elementary school in the Hillwood development that would be a community school for the two developments. The district and Hillwood currently have a Letter of Intent to purchase and are working through a contract to purchase a site in the new development.

We (Celina ISD) encourage the City of Celina and Celina Planning and Zoning to approve the new development by Hillwood Enterprises, because it represents a solution to our building situation. There is water and sewer accessible on the site without having to wait two to three years for those amenities to reach other development sites.

I wish to thank you for allowing me to write supporting the Hillwood development. Please, contact me if there is anything I can do help move this project forward.

Sincerely,

Donny O'Dell
Superintendent
Celina Independent School District
469-742-9100



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: October 13, 2015
 Re: Westgate Section 4 Rezoning Request

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon a zoning amendment request from an AG-Agricultural District to a PD-Planned Development District, with SF-R, Single Family Residential base zoning on a ±2.521 acre tract of land situated in the M.E.P. & P.R.Y. Co. Survey, Abstract No. 644, Celina, Texas. The property is located at the northwest corner of Sunset Blvd (CR 56) and Utah Drive. (Westgate Section 4) (Liebman)

Background Information:

The property was involuntarily annexed by the City in October 2014, upon annexation the property was placed into the City's default zoning district, AG - Agriculture District.

The applicant is requesting a zoning change from the AG - Agriculture District, to a Planned Development using SF-R, Single Family Residential as the base district to facilitate the construction of single family homes. The proposal encompasses approximately 2.5 acres and 12 lots. The proposed zoning will complement the existing single family homes adjacent to the project.

Lot Standards

Min. Lot Size	6,000 Sqft.
Min. Lot Width	60 ft.
Front yard Setback	25 ft.
Side Yard	5 ft.
Side adj. Street	15 ft.
Side "Key Lot"	25 ft.
Rear Yard	25 ft.

The homes will be required to have their garages either set back from or flush with the front façade and in no case may the garage extend past the front façade.

Due to Sunset Blvd (CR56) being slated to be a four lane divided thoroughfare (90' ROW) all lots fronting Sunset Blvd. Will be required to incorporate a J-Swing garage entry as this will allow for additional off street maneuvering area.

Additionally, due to the small scope of the project the dedicated open space and amenities provisions found in Section 14.03.008 (c) (2) & (5) will not be required.

Board Review/Citizen Input:

As of September 10, 2015 staff has received three (3) letters in support and no letters in opposition to the proposal.

At their regularly scheduled meeting on September 15, 2015 the Planning and Zoning Commission voted Unanimously 4;Yes - 0;No.

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the Ordinance and found it to be acceptable.

Supporting Documents:

- Concept Plan
- Public response letters
- Proposed Ordinance

Staff Recommendation:

Staff recommends approval of the rezoning request.

CITY OF CELINA, TEXAS

ORDINANCE 2015-____
WESTGATE PD#55

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 3.516 ACRE TRACT OF LAND LOCATED IN THE M.E.P. & P. RY SURVET, ABSTRACT NUMBER 644, COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED "PD" PLANNED DEVELOPMENT DISTRICT #55; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION AND DEVELOPMENT STANDARDS; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, 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 tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the concept plan and development regulations set forth in Exhibit "C" and Exhibit "D" attached hereto and incorporated herein define the base zoning districts and provide for certain modifications to such district regulations.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “PD” Planned Development District, #55 on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as “PD” Planned Development District #55.

4.02 This ordinance only regulates the uses allowed for the property identified above. All development and construction shall occur in accordance with the requirements of this ordinance; the concept plan set forth in Exhibit “C”; the development standards set forth in Exhibit “D” and all other applicable ordinances, rules, and regulations of the City.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property depicted on Exhibit “A” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8
CUMULATIVE REPEALER CLAUSE

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

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning 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 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 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 exact Caption and Effective Date clause 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 ____ day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Exhibit "A"

LEGAL DESCRIPTION

BEING a tract of land situated in the M.E.P. & P. RY. Survey, Abstract No. 644, City of Celina, Collin County, Texas, and being part of a 12.625 acre tract as recorded in Volume 1331, Page 890, Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set at the southwest corner of 15' Alley, Westgate Addition Section One;

THENCE South 89 degrees 34 minutes 13 seconds East following the south line of said Westgate Addition Section One a distance of 170.01 feet to a point in the center line of South Utah Drive;

THENCE South 00 degrees 24 minutes 33 seconds West following the center line of said South Utah Drive a distance of 708.03 feet to center line intersection of South Utah Drive and County Road No. 56;

THENCE North 89 degrees 26 minutes 32 seconds West following the center line of County Road No. 56 a distance of 353.49 feet to a point;

THENCE North 00 degrees 25 minutes 00 seconds East a distance of 164.17' to a 1/2 inch iron rod found for corner at the southwest corner of Lot 6 of said addition;

THENCE South 89 degrees 22 minutes 54 seconds East following the south line of said Lot 6 and Lot 7 of said addition a distance of 162.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 24 minutes 51 seconds East following the east line of said Lot 7 a distance of 123.83 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 22 minutes 54 seconds East a distance of 20.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 24 minutes 51 seconds East a distance of 20.00 feet to a 1/2 inch iron rod found at the se corner of a 15' alley;

THENCE North 5 degrees 43 minutes 21 seconds East following the east end of said alley a distance of 15.06 feet to a 1/2 inch iron rod found at the northeast corner of said alley;

THENCE North 00 degrees 25 minutes 00 seconds East following the east line of said Westgate Addition No. Three passing at 339.59 feet the northeast corner of said Westgate Addition Section No. Three and the southeast corner of Westgate Addition Section No. Two in all a distance of 384.85 feet to the POINT OF BEGINNING and containing 153,157 square feet or 3.516 acres of land.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: October 13, 2015
Re: Keller Williams Rezoning Request

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action on a zoning amendment request for a ± 4.00 acre tract of land from an AG-Agricultural zoning district to an R/O-Retail/Office zoning district. The tract is generally located on the east side of Preston Road, approximately 700 feet south of Sunset Boulevard. (Keller Williams) (Liebman)

Background Information:

The applicant is requesting a zoning change from an AG-Agricultural zoning district to an R/O-Retail/Office zoning district following the August 31, 2015 annexation of the tract. The purpose of the zoning request is to continue the existing realty office business on the property and to expand the existing use and add retail uses.

Public Notice:

The notice of the City Council public hearing was published in *The Celina Record* on September 25, 2015. Five (5) property owners within 200 feet of the subject property were notified by mail on August 28, 2015 and public hearing zoning signs were placed on the property on Monday, August 3, 2015. Celina and Prosper Independent School Districts and the utility service companies were given notice of the rezoning request. As of the date of the printing of this packet, one letter has been received supporting the zoning change, attached.

Legal Review:

The City Attorney has reviewed the ordinance and found it to be acceptable.

Board/Committee Recommendation:

On September 15, 2015, the Planning and Zoning Commission voted (4-0) to recommend approval of the rezoning request.

Staff Recommendation:

Staff recommends approval of the rezoning request.

CITY OF CELINA, TEXAS

ORDINANCE 2015-____
KELLER WILLIAMS REZONING

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 4.00 ACRE TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY #14, ABSTRACT NUMBER 167, BLOCK 1, TRACT 26, OF THE REAL PROPERTY RECORDS OF COLLIN COUNTY, TEXAS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN TO BE ZONED R/O-RETAIL OFFICE ZONING DISTRICT; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF ZONING CLASSIFICATION; PROVIDING FOR ZONING DESIGNATION; PROVIDING FOR REVISION OF ZONING MAP; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, 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 tract comprising the property has been depicted in detail in Exhibit "B" attached hereto; and incorporated herein; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the 2030 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

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

SECTION 3 **AMENDMENT OF ZONING CLASSIFICATION**

That the zoning classification is hereby established as “R/O-Retail Office Zoning District, on a certain tract of land described in in Exhibit “A” and depicted in Exhibit “B”.

SECTION 4 **ZONING DESIGNATION AND DEVELOPMENT STANDARDS**

4.01 That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, depicted in Exhibit “A” attached hereto and incorporated herein, as “R/O-Retail/Office” zoning district.

SECTION 5 **REVISION OF ZONING MAP**

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6 **COMPLIANCE REQUIRED**

That the property depicted on Exhibit “A” hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7 **PENALTY**

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

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

SECTION 8

CUMULATIVE REPEALER CLAUSE

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

SECTION 9

SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning 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 10

SEVERABILITY

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

SECTION 11

PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 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 exact Caption and Effective Date clause 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 ____ day of _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

ATTACHMENT A
Legal Description

SITUATED in the State of Texas, County of Collin, being part of the Collin County School Land Survey, Abstract No. 167, being the same 4.00 acre tract as described and recorded under County Clerk No. 93-0043838 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a ½-inch iron rod found in the southeast right-of-way line of Preston Road (State Highway 289) marking the northwest corner of said 4.00 acre tract, said premises and the southwest corner of a 3.50 acre tract of land as recorded in Volume 4049, Page 253 of the Collin County Land Records;

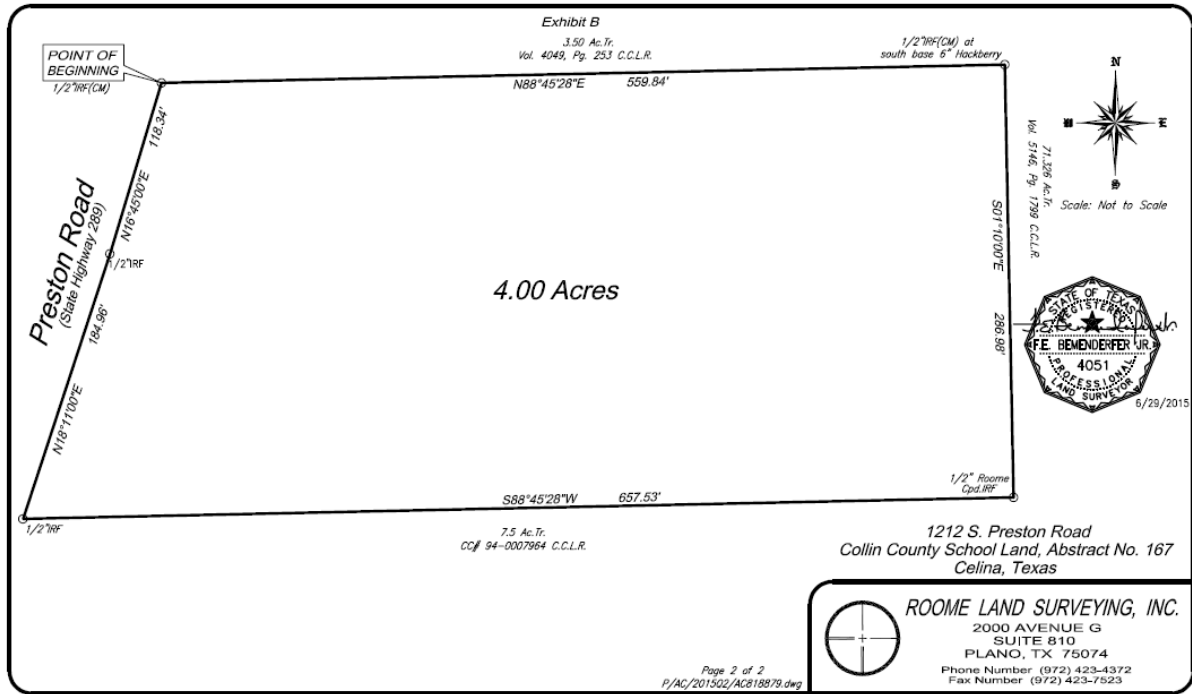
THENCE departing said right-of-way line and along the north line of said 4.00 acre tract, said premises and the south line of said 3.5 acre tract, North 88°45'28" East, passing a T-post on line at 200.2 feet, a T-post on line at 291.2 feet and continuing for a total distance of 559.84 feet to a ½-inch iron rod found at the south base of a 6-inch hackberry tree marking the northeast corner of said 4.00 acre tract, said premises, the southeast corner of said 3.50 acre tract and being in the west line of a 71.326 acre tract as recorded in Volume 5146, Page 1799 of the Collin County Land Records;

THENCE with the east line of said 4.00 acre tract, said premises and the west line of said 71.326 acre tract, South 01°10'00" East, 286.98 feet to a ½" Roome capped iron rod found marking the southeast corner of said 4.00 acre tract, said premises and the northeast corner of a 7.5 acre tract as recorded under County Clerk No. 94-0007964 of the Collin County Land Records;

THENCE with the south line of said 4.00 acre tract, said premises and the north line of said 7.5 acre tract, South 88°45'28" West, passing a T-post on line at 358.5 feet, a T-post on line at 441 feet, a T-post on line at 560 feet and continuing for a total distance of 657.53 feet to a ½-inch iron rod found in the southeast right-of-way line of the aforementioned Preston Road (State Highway 289) marking the southwest corner of said 4.00 acre tract, said premises and the northwest corner of said 7.5 acre tract;

THENCE with the southeast right-of-way line of Preston Road (State Highway 289), the northwest line of said 4.00 acre tract and the herein described premises as follows: North 18°11'00" East, 184.96 feet to a ½-inch iron rod found and North 16°45'00" East, 118.34 feet to the place of beginning and containing 4.00 acres of land.

ATTACHMENT B Zoning Exhibit



Attachment: Keller Williams Ordinance (1273 : Keller Williams Rezoning Request)



**NOTICE OF PUBLIC HEARING TO
PROPERTY OWNER WITHIN 200 FEET OF PROPERTY
SUBJECT TO PROPOSED ZONING CHANGE
"KELLER WILLIAMS"**

The Celina Planning & Zoning Commission will conduct a public hearing on **September 15, 2015 at 6:30 p.m.** at 302 West Walnut Street, Celina, Texas and the City Council will conduct a public hearing on **October 13, 2015 at 6:00 p.m.** at 112 N. Colorado, Celina, Texas to consider a zoning request for the area described below:

A ±4.00 acre tract of land located in the Collin County School Land Survey #14, Abstract Number 167, Block 1, Tract 26, from an AG-Agricultural zoning district to an R/O-Retail/Office zoning district. The tract is generally located on the east side of Preston Road, approximately 700 feet south of Sunset Boulevard. The annexation of this property shall be completed prior to the consideration of this zoning request.

CURRENT ZONING DISTRICT (following annexation): AG – Agricultural zoning district
REQUESTED ZONING DISTRICT: R/O-Retail/Office zoning district

According to the most recently approved City tax roll, you are the owner of property within 200 feet of the property which is the subject of the proposed zoning change case or have requested to be notified concerning this case. The meeting is open to the public, and you will have the right to speak for or against the proposed zoning change during the public hearing portion of the meeting. You may also register your opinion by returning this form to the Department of Planning & Development, 142 N. Ohio St., Celina Texas, 75009 or by fax at (214) 509-4179.

The Planning & Zoning Commission forwards its recommendations for any requested zoning changes to the City Council after conducting a public hearing. Cases recommended for approval are automatically scheduled for a public hearing before the City Council. Cases recommended for denial may be appealed by the applicant within thirty (30) days. At that time a hearing will be scheduled before the City Council.

For more information regarding this case, you may contact Brooks Wilson by phone at 972-382-2682, X1023 or by e-mail at bwilson@celina-tx.gov

✂ Cut here

Zoning Case **"KELLER WILLIAMS"**

Planning & Zoning Commission: September 15, 2015
City Council: October 13, 2015

Members of the Planning & Zoning Commission and City Council:

I, R.D. Rhodes, with property located at Prop ID #982841, Celina, Texas
 (NAME) (ADDRESS)

☒ Support

Phone: 903-746-0527

☐ Oppose

Email: _____

The proposed zoning changes for the following reasons. (Use extra sheets if more room is needed):

R.D. Rhodes

SIGNATURE

9-11-15

DATE

Attachment: Letter of Support (1273 : Keller Williams Rezoning Request)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: October 13, 2015
 Re: Public Hearings Regarding the Annexation of CR-83 Right-of-Way

Action Requested:

The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding an involuntary annexation of the portion of CR 83 right-of-way adjacent to Wells South, a ±11.05 acre strip of land situated in the William Wilhite Survey, Abstract No. 1002, the Lindsey Lewis Survey, Abstract No. 532, and the Jonathan Westover Survey, Abstract No. 1030. (CR 83 Annexation) (Liebman)

CR 83 will be contiguous with the City of Celina following the annexation of Wells South:

- ☐ ~~September 8, 2015~~ ~~Council passed resolution setting date and time of the two public hearings~~
- ☐ ~~September 25, 2015~~ ~~Notice of public hearing published~~
- ☐ ~~September 25, 2015~~ ~~Notice of annexation sent to school districts and utilities~~
- ☐ ~~September 25, 2015~~ ~~Notice of public hearing posted on City website~~
- ☐ October 13, 2015 Council to hold two (2) public hearings.
- ☐ November 10, 2015 Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

☐ Exhibit

Staff Recommendation:

N/A

Land Description
County Road No. 83 Annexation

BEING, a tract of land situated in the William Wilhite Survey, Abstract No. 1002, Lindsey Lewis Survey, Abstract No. 532, and the Jonathan Westover Survey, Abstract No. 1030, Collin County, Texas, and being a portion of a called 127.069 acre tract of land described in instrument to The George White Family Limited Partnership, as recorded in County Clerk's File No. 2005-0005695 of the Official Property Records of Collin County, Texas (O.P.R.C.C.T.), a portion of a called 18.531 acre tract of land described in instrument to The George White Family Limited Partnership, as recorded in County Clerk's File No. 2005-0005698, O.P.R.C.C.T., and a portion of a called 214.659 acre tract of land as described in instrument to The George White Family Limited Partnership, recorded in County Clerk's File No. 2005-0005703, O.P.R.C.C.T., a portion of a called 42.268 acre tract of land described in instrument to 1461 Coit, Inc., as recorded in County Clerk's File No. 93-0113804, O.P.R.C.C.T., all of a variable width road easement for County Road No. 83 as described in instrument to Collin County, recorded in Volume 4569, Page 4008, O.P.R.C.C.T., all of a variable width road easement for County Road No. 83 as described in instrument to Collin County, recorded in Volume 4549, Page 420, O.P.R.C.C.T., all of a 60.0 foot wide right-of-way dedication for County Road No. 83 as shown on Oxford Farms Addition, an addition to Collin County, Texas, as recorded in Cabinet I, Slide 344 of the Map Records of Collin County, Texas (M.R.C.C.T.), all of a variable width right-of-way dedication for County Road No. 83 as shown on Preston Hills II Addition, an addition to Collin County, Texas, as recorded in Cabinet F, Slide 678, M.R.C.C.T., and a portion of a 30.0 foot wide right-of-way dedication for County Road No. 83 as shown on Preston Hills III Addition, Phase II, an addition to Collin County, Texas, as recorded in Cabinet J, Slide 942 of the Plat Records of Collin County, Texas (M.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a PK nail found at the intersection of the centerlines of County Road No. 84, County Road No. 83 and Quail Hollow, said PK nail being the northwest corner of the 18.531 acre George White Family tract;

THENCE, South 01 degree 00 minutes 40 seconds East along the west line of the last mentioned George White Family tract, a distance of 30.00 feet to the northwest corner of the variable width road easement as recorded in Volume 4569, Page 4008;

THENCE, North 89 degrees 09 minutes 29 seconds East along the north line of the last mentioned variable width road easement, a distance of 90.18 feet to the northeast corner of the variable width road easement;

THENCE, along the east line of the variable width road easement the following courses and distances:

South 43 degrees 59 minutes 20 seconds West, a distance of 84.60 feet;

South 01 degree 10 minutes 48 seconds East, a distance of 1,140.45 feet;

South 03 degrees 12 minutes 26 seconds East, a distance of 572.88 feet to the beginning of a non-tangent curve to the right having a central angle of 31 degrees 20 minutes 17 seconds, a radius of 675.00 feet, a chord bearing of South 14 degrees 30 minutes 35 seconds West, a chord distance of 364.61 feet;

Along said curve to the right an arc distance of 369.19 feet;

South 30 degrees 10 minutes 43 seconds West, a distance of 67.37 feet to the beginning of a non-tangent curve to the left having a central angle of 31 degrees 07 minutes 51 seconds, a radius of 576.11 feet, a chord bearing of South 14 degrees 22 minutes 00 seconds West, a chord distance of 309.19 feet;

Along said curve to the left an arc distance of 313.02 feet;

South 01 degree 11 minutes 55 seconds East, a distance of 2,636.56 feet to a 5/8 inch iron rod found with plastic cap stamped "KHA" on the existing north right-of-way line of F.M. 1461, as established by a tract of land as described in instrument to the State of Texas, as recorded in Volume 484, Page 275 of the Deed Records of Collin County, Texas;

THENCE, South 89 degrees 46 minutes 00 seconds West over and across County Road No. 83 along the existing north right-of-way line of F.M. 1461, a distance of 90.01 feet to a point for corner, from which a Texas Department of Transportation concrete post found (broken), bears South 03 degrees 02 minutes, 00 seconds East, a distance of 0.50 feet, said point being on the west line of the variable width road easement as described in said Volume 4549, Page 420;

THENCE, North 01 degree 42 minutes 59 seconds West departing the existing north right-of-way line of F.M. 1461 along the west line of the last mentioned variable width road easement, a distance of 1,126.12 feet to the southwest corner of said 60.0 foot wide right-of-way dedication by said Oxford Farms Addition;

THENCE, North 00 degrees 57 minutes 08 seconds West along the west line of the 60.0 foot wide right-of-way dedication by said Oxford Farms Addition, a distance of 2,043.51 feet to a 1/2 inch iron rod found at the northwest corner of said 60.0 foot wide right-of-way dedication by said Oxford Farms Addition;

THENCE, North 89 degrees 02 minutes 52 seconds East along the north line of the 60.0 foot wide right-of-way dedication by said Oxford Farms Addition, a distance of 60.02 feet to a one inch iron pipe found at the most westerly northwest corner of the said 127.069 acre George White Family tract;

THENCE, North 89 degrees 11 minutes 16 seconds East along the north line of the 127.069 acre George White Family tract, a distance of 11.59 feet to a point on the west right-of-way line of County Road No. 83 as shown on said Preston Hills II Addition, and being the beginning of a non-tangent curve to the right having a central angle of 20 degrees 10 minutes 11 seconds, a radius of 150.00 feet, a chord bearing of North 62 degrees 45 minutes 19 seconds East, a chord distance of 52.53 feet;

THENCE, departing the north line of the 127.069 acre George White Family tract along the platted west right-of-way line of County Road No. 83 as shown on said Preston Hills II Addition and said Preston Hills III, Phase II Addition the following courses and distances:

Along said curve to the right an arc distance of 52.80 feet and being the beginning of a reverse curve to the left having a central angle of 73 degrees 59 minutes 58 seconds, a radius of 150.00 feet, a chord bearing of North 35 degrees 50 minutes 25 seconds East, a chord distance of 180.54 feet;

Along said curve to the left an arc distance of 193.73 feet;

North 01 degree 09 minutes 33 seconds West, a distance of 876.52 feet;

North 01 degree 10 minutes 49 seconds West, a distance of 961.81 feet;

THENCE, North 89 degrees 09 minutes 29 seconds East departing the platted west right-of-way line of County Road No. 83 as shown on said Preston Hills III, Phase II Addition, a distance of 30.00 feet to point in the approximate centerline of County Road No. 83;

THENCE, South 01 degree 00 minutes 40 seconds East along the approximate centerline of County Road No. 83, a distance of 30.00 feet to the POINT OF BEGINNING and CONTAINING 11.05 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone (4202).



Packet Pg. 191



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: October 13, 2015
 Re: Public Hearings Regarding the Annexation of CR-84 Right-of-Way

Action Requested:

The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding the involuntary annexation of the portion of CR 84 right-of-way adjacent to Wells South, a ± 4.203 strip of land situated in the Jonathan Westover Survey, Abstract No. 1030 and the McKinzie Wilhite Survey, Abstract No. 1008. (CR 84 Annexation) (Liebman)

Background Information:

CR 84 will be contiguous with the City of Celina following the annexation of Wells South:

- ☐ ~~September 8, 2015~~ Council passed resolution setting date and time of the two public hearings
- ☐ ~~September 25, 2015~~ Notice of public hearing published
- ☐ ~~September 25, 2015~~ Notice of annexation sent to school districts and utilities
- ☐ ~~September 25, 2015~~ Notice of public hearing posted on City website
- ☐ October 13, 2015 Council to hold two (2) public hearings.
- ☐ November 10, 2015 Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

☐ Exhibit

Staff Recommendation:

N/A

Land Description
County Road No. 84 Annexation

BEING, a tract of land situated in the McKenzie Wilhite Survey, Abstract No. 1008, Jonathan Westover Survey, Abstract No. 1030 and the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, and being a portion of a tract of land described in instrument to William K. Wood and Kathy D. Wood, as recorded in County Clerk's File No. 20071029001470070 of the Official Property Records of Collin County, Texas (O.P.R.C.C.T.), and a portion of a tract of land described in instrument to Christopher Wesson Bosh and Adrienne Bosh, as recorded in County Clerk's File No. 20131001001373380, O.P.R.C.C.T., and a portion of a tract of land as described in instrument to Donald L. Vest, as recorded in Volume 1344, Page 66, O.P.R.C.C.T., and all of a 30.0 foot wide road dedication for County Road No. 84 as shown on Wilson Creek Estates, an addition to Collin County, Texas, as recorded in Cabinet J, Slide 605 of the Map Records of Collin County, Texas (M.R.C.C.T.), and a portion of a 30.0 foot wide road dedication for County Road No. 84 as shown on Wilson Creek Estates 2, an addition to Collin County, Texas, as recorded in Cabinet K, Slide 192, M.R.C.C.T., and a portion of a 30.0 foot wide road easement as described in instrument to Collin County, recorded in County Clerk's File No. 99-0155929, O.P.R.C.C.T., all of a 30.0 foot wide road easement as described in instrument to Collin County, recorded in County Clerk's File No. 97-0094940, O.P.R.C.C.T., all of a 10.0 foot wide road easement as described in instrument to Collin County, recorded in County Clerk's File No. 97-008167, O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a PK nail found at the intersection of County Road No. 84, County Road No. 83 and Quail Hollow, said PK nail being the southwest corner of the said Wood tract;

THENCE, North 01 degree 10 minutes 48 seconds West along the west line of the Wood tract, a distance of 30.00 feet an extension of the north line of the said 30.0 foot wide road easement as recorded in County Clerk's File No. 99-0155929;

THENCE, along the north line of said road easements recorded in County Clerk's File No. 99-0155929, 97-0094940 and 97-0008167 and an extension thereof:

North 89 degrees 09 minutes 29 seconds East, a distance of 1,387.61 feet;

North 89 degrees 05 minutes 03 seconds East, a distance of 1,270.13 feet;

South 00 degrees 17 minutes 10 seconds East, a distance of 10.00 feet;

North 89 degrees 04 minutes 33 seconds East, a distance of 610.40 feet to the east line of the said 30.0 foot wide road dedication for County Road No. 84 as shown on Wilson Creek Estates 2 addition;

THENCE, South 00 degrees 08 minutes 06 seconds East along the east line of the 30.0 foot wide road dedication for County Road No. 84 as shown on Wilson Creek Estates addition and Wilson Creek Estates 2 addition, a distance of 3,059.86 feet to a 1/2 inch iron rod found in the south line of said Wilson Creek Estates addition;

THENCE, North 89 degrees 24 minutes 46 seconds West along the south line of said Wilson Creek Estates addition, a distance of 30.00 feet to a PK nail found at the southwest corner of said Wilson Creek Estates addition;

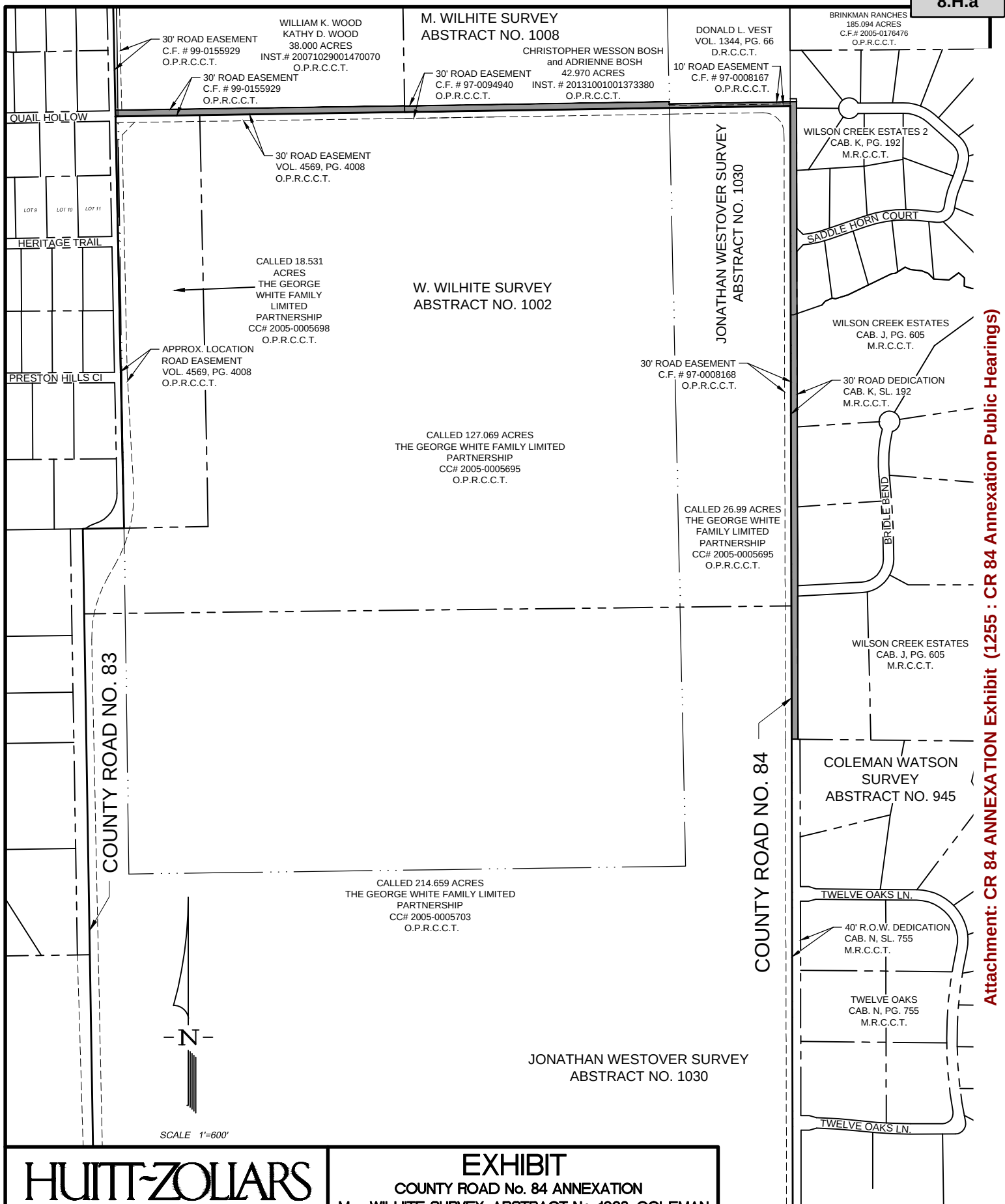
THENCE, North 00 degrees 08 minutes 06 seconds West along the west line of said Wilson Creek Estates addition and said Wilson Creek Estates 2 addition, a distance of 3,039.07 feet to a 5/8 inch iron rod found with cap stamped "KHA at the southeast corner of the said Vest tract;

THENCE, South 89 degrees 04 minutes 33 seconds West along the south line of the Vest, a distance of 580.02 feet to a PK nail found at the southwest corner of the Vest tract, same being the southeast corner of the said Bosh tract;

THENCE, South 89 degrees 05 minutes 03 seconds West along the south line of the Bosh tract, a distance of 1,270.15 feet to a PK nail found at the southwest corner of the Bosh tract, same being the southeast corner of the said Wood tract;

THENCE, South 89 degrees 09 minutes 29 seconds West along the south line of the Wood tract, a distance of 1,387.45 feet to the POINT OF BEGINNING and CONTAINING 4.203 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, North Central Zone (4202).



Attachment: CR 84 ANNEXATION Exhibit (1255 : CR 84 Annexation Public Hearings)

HUITT-ZOLLARS

Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757

EXHIBIT
COUNTY ROAD No. 84 ANNEXATION
M. WILHITE SURVEY, ABSTRACT No. 1008, COLEMAN
WATSON SURVEY, ABSTRACT No. 945 AND
JONATHAN WESTOVER SURVEY, ABSTRACT No. 1030
COLLIN COUNTY, TEXAS

F.M. 1461



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: October 13, 2015
 Re: Littell Outparcels Annexation Public Hearings

Action Requested:

The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding the voluntary annexation of a ± 1.60 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Tract 2-1 and a ± 3.26 acre tract of land situated in the L.M. Boyd Survey, Abstract No. 48, Tract 2. The properties are generally located east of SH 289 (Preston Road), west of CR 97, south of CR 104 and north of CR 100, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Littell Outparcels) (Liebman)

Background Information:

Below is the anticipated annexation schedule for the property.

- ~~September 08, 2015 - City Council accepts petition and set the public hearing dates.~~
- October 13, 2015 - Two separate public hearings are held on the same night (6:00pm & 6:05pm at 112 N. Colorado Dr., Celina, Texas.)
- November 10, 2015 - City Council acts on Ordinance annexing the property.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

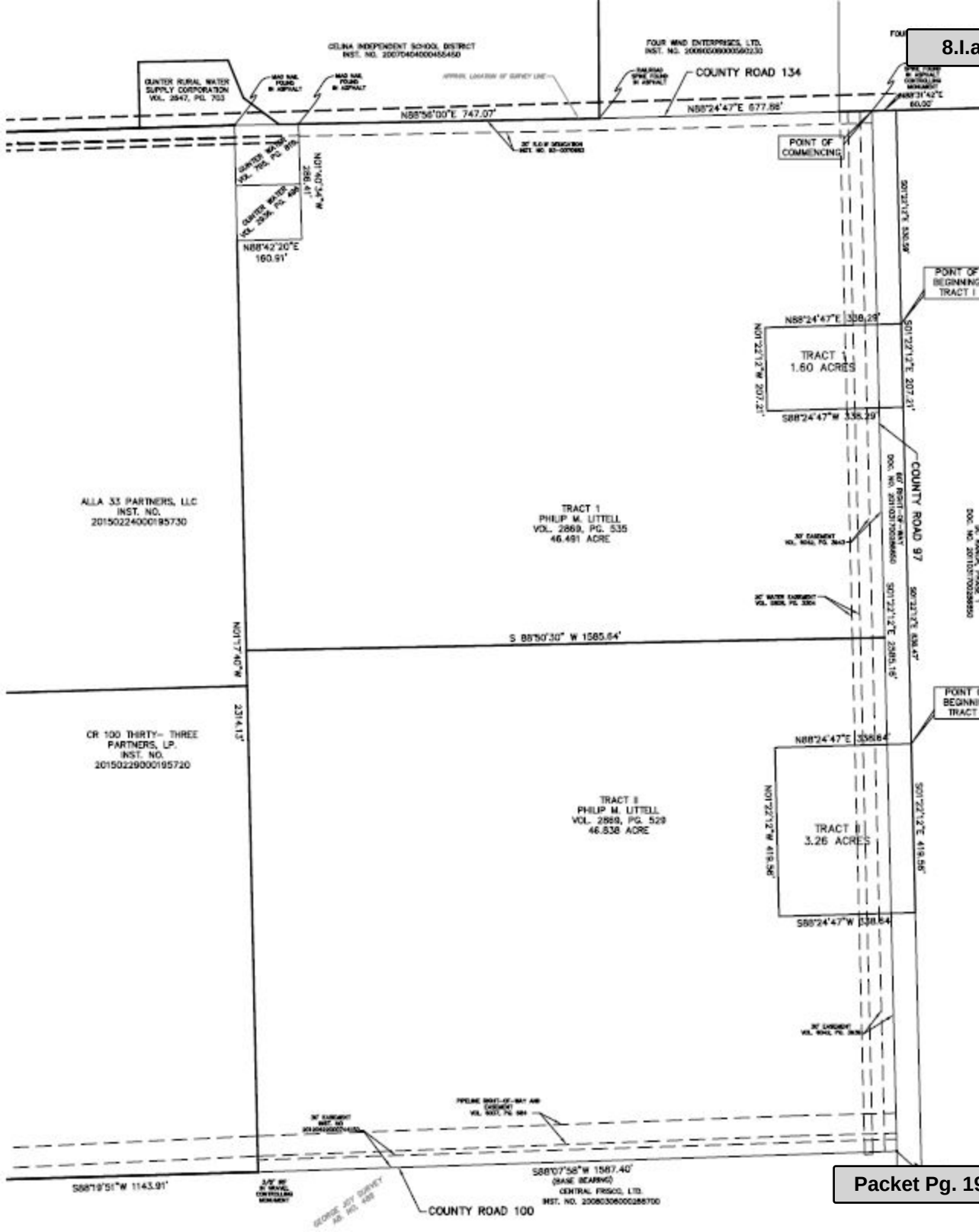
- Map of Proposed Annexations

Staff Recommendation:

N/A

CONCLUSION

Attachment: Map of Proposed Annexation (1276 : Littell Outparcels Annexation Public Hearings)



Packet Pg. 199



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Mike Foreman, City Manager
 Date: October 13, 2015
 Re: Public Hearings for Annexation of Al Raza Tract and Herrin Tracts

Action Requested:

The Celina City Council will conduct two public hearings at 6:00 p.m. and 6:05 p.m. to consider testimony regarding proposed involuntary annexations of .589 acres situated in the Thomas Stayton Survey, Abstract 0805, Tract 3; 1.07 acres situated in the Collin County School Land #15 Survey, Abstract 0170, Blk 2, Tract 1; and 3.5 acres situated in the Collin County School Land #14 Survey, Abstract 0167, Blk 1, Tract 2. (Liebman)

Background Information:

Below is the anticipated annexation schedule for the properties

The properties do not currently have an agricultural exemption, and no pre-annexation offer is required.

- ~~September 8, 2015 – City Council acts on Resolution to set the public hearing dates.~~
- October 13, 2015 - Two separate public hearings are held on the same night (6:00pm & 6:05pm @ 112 N. Colorado Dr. Celina, Texas.)
- November 10, 2015 - City Council acts on Ordinance annexing the properties.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The properties are within the Marilee Special Utility District, \$1,250 per acre will be due to Marilee SUD upon the establishment of City utilities to the tracts.

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

N/A



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: October 13, 2015
Re: Zoning Ordinance Amendment - Multiple Family Parking and Stacking Regulations

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and take action regarding amendments to the City's Code of Ordinances Chapter 14: Zoning, Article 14.05: Development Standards and Use Regulations, Division 2: Off-Street Parking and Loading Requirements, to amend Section 14.05.043, Nonresidential and Multiple Family Districts – Special Off-Street Parking Provisions. (Zoning Ordinance Amendment) (Liebman)

Background Information:

Staff is proposing an amendment to the Zoning Ordinance to modify regulations for nonresidential and multiple family parking regulations within the City of Celina. The overall purpose of this amendment is to clarify the legal locations of off-street parking within highly populated areas to promote safe vehicular traffic and increased safety for pedestrians, especially children.

In addition, the regulations for stacking at various businesses have been expanded and clarified.

Legal Review:

The City Attorney has reviewed the ordinance and found it to be acceptable.

Notification:

Notice of this proposed Zoning Ordinance amendment was published in *The Celina Record* on September 25, 2015.

Board/Committee Recommendation:

On September 15, 2015, the Planning and Zoning Commission voted (4-0) to recommend approval of the Zoning Ordinance Amendment.

Supporting Documents:

Proposed Ordinance

Staff Recommendation:

Staff recommends approval.

**CITY OF CELINA, TEXAS
ORDINANCE NO. 2015 _____
PARKING AND STACKING**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 14: ZONING, ARTICLE 14.05: DEVELOPMENT STANDARDS AND USE REGULATIONS, DIVISION 2: OFF-STREET PARKING AND LOADING REQUIREMENTS, TO AMEND SECTION 14.05.043, NONRESIDENTIAL AND MULTIPLE FAMILY DISTRICTS – SPECIAL OFF-STREET PARKING PROVISIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY, PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, 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 City Council of the City of Celina, Texas ("City Council") desires to regulate the development of motels and hotels in the City of Celina ("City"); and

WHEREAS, the City Council, has determined that regulating parking standards is necessary to promote responsible land and economic development, and to protect the public health and safety.

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
FINDINGS**

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

SECTION 3 **AMENDMENTS**

3.01. That the Celina Code of Ordinances, Chapter 14 Code of Ordinances Chapter 14: Zoning, Article 14.05: Development Standards and Use Regulations, Division 2: Off-Street Parking and Loading Requirements, to amend Section 14.05.043, Nonresidential and Multiple Family Districts – Special Off-Street Parking Provisions shall read as follows:

“Sec. 14.05.043 Nonresidential and MF districts – Special off-street parking and stacking provisions

- (a) To prevent nuisance situations, parking lots serving multiple family residential developments shall provide sufficient lighting for safe movement to and from vehicles. All parking area lighting shall be designed and operated so as not to reflect or shine on adjacent properties.
- (b) For safety and firefighting purposes, free access through to adjacent nonresidential parking areas shall be provided in accordance with [Section 14.05.050](#), “Fire lanes.”
- (c) All off-street parking, maneuvering, loading and storage areas shall be constructed with an all-weather surface in accordance with the parking lot paving requirements in the city’s Code of Ordinances and with any other applicable state or local requirements.
- (d) Parking spaces shall be permanently and clearly identified by stripes, buttons, tiles, curbs, barriers, or other approved methods. Non-permanent type marking, such as paint, shall be regularly maintained to ensure continuous clear identification of the space. These requirements shall not apply to parking lots constructed with an all-weather surface such as gravel, as permitted within the Historic Downtown District (Section 14.03.015 [[14.03.022](#)]).
- (e) Each standard off-street surface parking stall and structure shall conform to the following table:

Parking Angle (degrees)	90°	75°	60°	45°	Parallel
Stall width	9'	9'	9'	9'	8'
Stall length	18'	18'	18'	18'	22'
Aisle width	24'	24'	16.5'	13.1'	16.5'
Minimum turning radius	20'	20'	20'	20'	20'

- (f) All parking and loading spaces, and vehicle sales areas on private property shall have a vehicle stopping device, such as a curb or wheel stop at the perimeter of parking lots, installed so as to prevent encroachment of motor vehicles in any required landscaped areas, to prevent vehicles from damaging buildings, to protect public and/or private utility structures or facilities, and to prevent parked vehicles from overhanging into a public

right-of-way line, a public or private sidewalk, or into adjacent private property. An extra-wide walkway on private property may be permitted so as to allow encroachment of vehicle overhang while maintaining an unobstructed four (4) foot minimum walkway width. The requirement shall apply only where spaces are adjacent to the walks, right-of-way, and required landscaping. Parking shall not be permitted to encroach upon the public right-of-way in any case. For new construction only, all vehicle maneuvering shall take place on-site. No public right-of-way shall be used for backing or maneuvering into or from a parking space, or for circulation within the parking lot.

- (g) When a public roadway bisects a multiple family residential development, no on-street parking shall be allowed unless the following conditions apply:
 - (1) The Planned Development district regulations specifically call out on-street parking as part of the required parking;
 - (2) The public roadway is designed for on-street parking and is of sufficient right-of-way width to accommodate parking and travel lanes, as determined by the Director of Engineering & Public Works;
 - (3) The on-street parking includes landscaped bump-outs a minimum of every three (3) parking spaces;
 - (4) Sufficient spaces for visitor parking are provided on site;
 - (5) Crosswalks are provided with protective bump-outs at sidewalk corners and are either painted or constructed of decorative brick to afford a high degree of visibility for pedestrians, bikers and drivers; and
 - (6) The Director of Planning & Development Services has approved the overall parking plan.
- (h) In all nonresidential and multiple family zoning districts, the perimeter of all parking lots and driveways shall be provided with ribbon concrete curbs or other means to control traffic, unless an approved landscape swale system has been utilized between parking rows and at the perimeter of parking lots to allow free water run-off into landscaped areas. Curb stops shall be used to prohibit vehicle encroachment into landscaped areas and/or walkways when swales are used.
- (i) Refuse storage facilities placed in a parking lot shall not be located in a designated parking or loading space. Each refuse facility shall be located so as to facilitate pickup by refuse collection agencies, with a minimum of forty (40) feet of clear backing space, and shall be appropriately screened, as required by [Section 14.05.122](#).
- (j) Parking space(s) for persons with disabilities and other associated provisions shall be provided according to building codes, state laws, and requirements of the Americans with Disabilities Act (ADA). Parking spaces for persons with disabilities shall be as close as possible to the entryway of the appropriate structure, and shall be appropriately and clearly marked with ADA standard signage and pavement markings.
- (k) In all nonresidential and multiple-family zoning categories, designated parking and loading areas shall not be used for the repair, storage, dismantling or servicing (except for normal maintenance of a private vehicle), of vehicles or equipment, or for the storage of

materials or supplies, or for any other use in conflict with the designated parking and loading areas, including, but not limited to, advertising or open storage of raw materials.

- (l) To ensure that all requirements set forth in this section are carried forward, it will be the responsibility of the owner of the parking area to adequately maintain the facility, including but not limited to timely repainting parking space markings and repair of pavement. All off-street parking areas shall be kept free of trash, debris, vehicle repair operation or display and advertising uses. At no time after initial approval of the parking area layout can changes be made in the location and number of provided spaces without approval of the City Manager or his designee.
- (m) Off-street stacking requirements for drive-through facilities shall be as follows. If an escape lane is provided to allow vehicles to get out of stacking lane in the event of a stalled vehicle, emergency or accidental entry, it shall be of at least eight (8) feet in width and shall have a negotiable geometric design.
 - (1) A stacking space shall be an area on a site measuring eight (8) feet by twenty (20) feet with direct forward access to a service window or station of a drive-through facility which does not constitute space for any other circulation driveway, parking space, escape lane or maneuvering area.
 - (2) For financial institutions with drive-through facilities, each teller window or station, human or mechanical, shall be provided with a minimum of ~~five~~ three (3) stacking spaces.
 - (3) For retail operations, including but not limited to pharmacy and dry cleaners, a minimum of three (3) stacking spaces for each service window shall be provided.
 - (4) For restaurants with drive-through service, a minimum of five (5) stacking spaces shall be provided for the first (or only) window, and if applicable, a minimum of two stacking spaces for each subsequent window. Restaurant stacking shall provide a ten (10) foot wide escape lane along the entire length of the stacking spaces.
 - (5) For kiosks that provide drive-up services, the number of stacking lanes shall be determined by the specific use of the kiosk and the expected traffic, as determined by the Director of Planning & Development Services, on a case-by-case basis.
 - (6) For a full-service carwash, each vacuum or gas pump lane shall be provided with a minimum of four (4) stacking spaces. For the finish and drying area, adequate vehicle stacking and storage space must be provided to keep finished vehicles out of circulation aisles, access easements, fire lanes and streets.
 - (7) For each automated self-service carwash bay, a minimum of three (3) stacking spaces, in addition to the wash bay itself, shall be provided. One (1) stacking space shall be provided at the exit end of each wash bay for window-drying and other detailing.
 - (8) For each wand-type self-service carwash bay, a minimum of two (2) stacking spaces, in addition to the wash bay itself, shall be provided. One (1) stacking space shall be provided at the exit end of each wash bay for window-drying and

other detailing, unless a separate area and shade structure is provided, outside of circulation aisles, for these activities.

- (9) For automobile quick-lube type facilities, a minimum of three (3) stacking spaces shall be provided for each service bay in addition to the service bay(s) itself.
- (m) All parking structures must conform to the construction and design standards of the district in which they are located.”

3.02 All other articles, chapters, sections, paragraphs, sentences, phrases, charts, definitions 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 parking which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

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

SECTION 7 **PENALTY**

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 (\$2000) for each offense.

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

SECTION 8
PUBLICATION CLAUSE

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

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 _____, 2015.

Sean Terry, Mayor
City of Celina, Texas

ATTEST:

Vicki Faulkner, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

City Attorney
City of Celina, Texas

Attachment: Ordinance - Zoning - Parking (1275 : Zoning Ordinance Amendment - Parking)

PROPOSED PARKING CHANGES

Zoning Ordinance

Sec. 14.05.043 Nonresidential and MF districts – Special off-street parking and stacking provisions

- (a) To prevent nuisance situations, parking lots serving multiple family residential developments shall provide sufficient lighting for safe movement to and from vehicles. All parking area lighting shall be designed and operated so as not to reflect or shine on adjacent properties.
- (b) For safety and firefighting purposes, free access through to adjacent nonresidential parking areas shall be provided in accordance with [Section 14.05.050](#), “Fire lanes.”
- (c) All off-street parking, maneuvering, loading and storage areas shall be constructed with an all-weather surface in accordance with the parking lot paving requirements in the city’s Code of Ordinances and with any applicable state requirements.
- (d) Parking spaces shall be permanently and clearly identified by stripes, buttons, tiles, curbs, barriers, or other approved methods. Non-permanent type marking, such as paint, shall be regularly maintained to ensure continuous clear identification of the space. These requirements shall not apply to parking lots constructed with an all-weather surface such as gravel, as permitted within the Historic Downtown District (Section 14.03.015 [[14.03.022](#)]).
- (e) Each standard off-street surface parking stall and structure shall conform to the following table:

Parking Angle (degrees)	90°	75°	60°	45°	Parallel
Stall width	9'	9'	9'	9'	8'
Stall length	18'	18'	18'	18'	22'
Aisle width	20' 24'	20' 24'	16.5'	13.1'	16.5'
Minimum turning radius	25' 20'	25' 20'	25' 20'	25' 20'	25' 20'

- (f) All parking and loading spaces, and vehicle sales areas on private property shall have a vehicle stopping device, such as a curb or wheel stop at the perimeter of parking lots, installed so as to prevent parking encroachment of motor vehicles in any required landscaped areas, to prevent vehicles from hitting damaging buildings, to protect public and/or private utility structures or facilities, and to prevent parked vehicles from overhanging into a public right-of-way line, a public or private sidewalk, or into adjacent private property. An extra-wide walkway on private property may be permitted so as to allow encroachment of vehicle overhang while maintaining an unobstructed four (4) foot minimum walkway width. The requirement shall apply only where spaces are adjacent to the walks, right-of-way, and required landscaping. Parking shall not be permitted to

encroach upon the public right-of-way in any case. For new construction only, all vehicle maneuvering shall take place on-site. No public right-of-way shall be used for backing or maneuvering into or from a parking space, or for circulation within the parking lot.

- (g) When a public roadway bisects a multiple family residential development, no on-street parking shall be allowed unless the following conditions apply:
 - (1) The Planned Development district regulations specifically call out on-street parking as part of the required parking;
 - (2) The public roadway is designed for on-street parking and is of sufficient right-of-way width to accommodate parking and travel lanes;
 - (3) The on-street parking includes landscaped bump-outs a minimum of every three (3) parking spaces;
 - (4) Sufficient spaces for visitor parking are provided on site;
 - (5) Crosswalks are provided with protective bump-outs at sidewalk corners and are either painted or constructed of decorative brick to afford a high degree of visibility for pedestrians, bikers and drivers; and
 - (6) The Director of Planning & Development Services has approved the overall parking plan.
- (h) In all nonresidential and multiple family zoning districts, the perimeter of all parking lots and driveways shall be provided with ribbon concrete curbs or other means to control traffic, unless an approved landscape swale system has been utilized between parking rows and at the perimeter of parking lots to allow free water run-off into landscaped areas. Curb stops shall be used to prohibit vehicle encroachment into landscaped areas and/or walkways when swales are used.
- (i) Refuse storage facilities placed in a parking lot shall not be located in a designated parking or loading space. Each refuse facility shall be located so as to facilitate pickup by refuse collection agencies, with a minimum of forty (40) feet of clear backing space, and shall be appropriately screened, as required by [Section 14.05.122](#).
- (j) Parking space(s) for persons with disabilities and other associated provisions shall be provided according to building codes, state laws, and requirements of the Americans with Disabilities Act (ADA). Parking spaces for persons with disabilities shall be as close as possible to the entryway of the appropriate structure, and shall be appropriately and clearly marked with ADA standard signage and pavement markings.
- (k) In all nonresidential and multiple-family zoning categories, designated parking and loading areas shall not be used for the repair, storage, dismantling or servicing (except for normal maintenance of a private vehicle), of vehicles or equipment, or for the storage of materials or supplies, or for any other use in conflict with the designated parking and loading areas, including, but not limited to, advertising or open storage of raw materials.

- (l) To ensure that all requirements set forth in this section are carried forward, it will be the responsibility of the owner of the parking area to adequately maintain the facility, **including but not limited to timely repainting parking space markings and repair of pavement**. All off-street parking areas shall be kept free of trash, debris, vehicle repair operation or display and advertising uses. At no time after initial approval of the parking area layout can changes be made in the location and number of provided spaces without approval of the ~~mayor/city administrator~~ **City Manager** or his ~~or her~~ designee.
- (m) Off-street stacking requirements for drive-through facilities shall be as follows. If an escape lane is provided to allow vehicles to get out of stacking lane in the event of a stalled vehicle, emergency or accidental entry, it shall be of at least eight (8) feet in width and shall have a negotiable geometric design.
 - (1) A stacking space shall be an area on a site measuring eight (8) feet by **twenty (20)** feet with direct forward access to a service window or station of a drive-through facility which does not constitute space for any other circulation driveway, parking space, **escape lane** or maneuvering area.
 - (2) For financial institutions with drive-through facilities, each teller window or station, human or mechanical, shall be provided with a minimum of ~~five~~ **three (3)** stacking spaces.
 - (3) For retail operations, ~~other than restaurants, banks and kiosks that provide drive-up service,~~ including **but not limited to** pharmacy and dry cleaners, a minimum of three (3) stacking spaces for each service window shall be provided.
 - (4) For restaurants with drive-through service, a minimum of five (5) stacking spaces shall be provided for the first (or only) window, and if applicable, a minimum of two stacking spaces for each subsequent window. **Restaurant stacking shall provide a ten (10) foot wide escape lane along the entire length of the stacking spaces.**
 - (5) **For kiosks that provide drive-up services, the number of stacking lanes shall be determined by the specific use of the kiosk and the expected traffic, as determined by the Director of Planning & Development Services, on a case-by-case basis.**
 - (6) For a full-service carwash, each vacuum or gas pump lane shall be provided with a minimum of four (4) stacking spaces. For the finish and drying area, adequate vehicle stacking and storage space must be provided to keep finished vehicles out of circulation aisles, access easements, fire lanes and streets.
 - (7) For each automated self-service carwash bay, a minimum of three (3) stacking spaces, in addition to the wash bay itself, shall be provided. One (1) stacking space shall be provided at the exit end of each wash bay for window-drying and other detailing.
 - (8) For each wand-type self-service carwash bay, a minimum of two (2) stacking spaces, in addition to the wash bay itself, shall be provided. One (1) stacking

space shall be provided at the exit end of each wash bay for window-drying and other detailing, unless a separate area and shade structure is provided, outside of circulation aisles, for these activities.

- (9) For automobile quick-lube type facilities, a minimum of three (3) stacking spaces shall be provided for each service bay in addition to the service bay(s) itself.
- (m) All parking structures must conform to the construction and design standards of the district in which they are located.

(2004 Code, sec. 160.095(C))



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Planner
 CC: Ben Rodriguez, Planner
 Date: October 13, 2015
 Re: Rolling Meadows Annexation Involuntary Annexation Resolution.

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, setting a date, time and place (Tuesday, November 10, 2015 at 6:00 PM & Tuesday, November 10, 2015 at 6:05 PM) for public hearings on the proposed involuntary annexations of Rolling Meadows Estates being 51.418 acres situated in the Coleman Watson Survey Abstract No. 945 and encompassing 44 lots. (Liebman)

Background Information:

Below is the anticipated annexation schedule for the properties listed in Exhibits "A", & "B".

The properties do not currently have an agricultural exemption, and no pre-annexation offer is required.

- October 13 8, 2015 - City Council acts on Resolution to set the public hearing dates.
- November 10, 2015 - Two separate public hearings are held on the same night (6:00pm & 6:05pm @ 112 N. Colorado Dr. Celina, Texas.)
- December 8, 2015 - City Council acts on Ordinance annexing the properties listed in Exhibit "A"

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Upon annexation the subdivision will no longer pay the increased water rate for residents within the ETJ.

Legal Review:

N/A

Supporting Documents:

- Proposed Resolution

Staff Recommendation:

Staff recommends that the item be approved as presented.

**CITY OF CELINA
RESOLUTION NO. 2015-__**

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

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

WHEREAS, the City of Celina is provided the power to annex land under its Home Rule Charter and Section 43.021 of the Texas Local Government Code pursuant to the requirements and limitations set forth in state law; and

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

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

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

- I. That on Tuesday, the 10^h day of November, 2015 at 6:00 p.m. and on Tuesday, the 10th day of November, 2015 at 6:05 p.m., at 112 N. Colorado, Celina, Texas 75009. The City Council will hold public hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of Celina of the properties more particularly described on the attached Exhibits “A”, & “B””
- II. That the City Secretary is hereby authorized and directed to cause notice of each public hearing to be published once in a newspaper having general circulation in the City and in the territories described in Exhibits “A”, “B” not more than twenty (20) days, nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 13th day October, 2015.

SEAN TERRY, MAYOR

VICKI FAULKNER, CITY SECRETARY

Attachment: October Involuntary Resolution (1297 : October Involuntary Annexation Resolution)

EXHIBIT "A"**Property Description**

Rolling Meadows Estates, being 51.481 acres situated in the Coleman Watson survey, Abstract no. 946 and comprising of 44 lots, and further described as follows:

OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS Vines/Herrin, L.L.C., is the owner of a tract of land situated in Collin County, Texas, in the Coleman Watson Survey, Abstract No. 945, being a part of the 105.34 acre tract described in deed from Able Investments, Inc. to 88-106 LLC, dated August 13, 1997, recorded in Clerk's File No. 97-67495 of the Collin County Land Records, being described by metes and bounds as follows:

BEGINNING at an iron pin found near a corner post at the northwest corner of said 105.34 acre tract;

THENCE North 89° 03' 27" East, with the north line of said 105.34 acre tract and generally near a wooden fence, passing near the end of said fence at 1509.8 feet and continuing in all 1799.65 feet to an iron pin found at the northeast corner of said 105.34 acre tract, same being the west right-of-way line of Farm Road No. 2478;

THENCE southerly with the east line of said 105.34 acre tract and the west right-of-way line of said Farm Road No. 2478, as follows:

South 0° 40' 40" East, 1006.18 feet to an iron pin set;

South 0° 45' 40" East, 233.01 feet to an iron pin set;

THENCE South 89° 03' 27" West, 1819.31 feet to an iron pin set in the west line of said 105.34 acre tract;

THENCE northerly with the west line of said 105.34 acre tract and generally near a wood fence as follows:

North 0° 06' 25" East, 359.73 feet to an iron pin found on the east edge of said fence;

North 0° 15' 36" East, 879.7 feet to the PLACE OF BEGINNING and containing 51.481 ACRES OF LAND.

EXHIBIT "B"**Property Description**

Abs A0170 Collin County School Land #15 Survey, Blk 2, Tract 76, 57.451 Acres



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Mike Foreman, City Manager
Date: October 13, 2015
Re: TIRZ Sutton Fields

Action Requested:

Consider and act upon a Resolution of the City Council 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, and within the Extra Territorial 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. (Liebman)

Background Information:

Increase in the size of the Sutton Fields TIRZ originally noticed.

Board Review/Citizen Input:

Alternatives:

Financial Considerations:

Legal Review:

Supporting Documents:

Staff Recommendation:

N/A

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 CITY OF CELINA, TEXAS AND 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 its extraterritorial jurisdiction;

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 not later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on October 27, 2015 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 October 27, 2015, at 5:00 p.m. (or later) at First United Methodist Church, 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.

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.

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 October 16, 2015.

Section 5. Before the October 27, 2015 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 13TH DAY OF OCTOBER, 2015.

ATTEST:

Sean Terry, Mayor

Vicki Faulkner, City Secretary

Attachment: 2014.015.15c - TIRZ Resolution calling public hearing Sutton Fields w Mabro (1300 : TIRZ Sutton Fields)

EXHIBIT A

Metes and Bounds for the Zone
622.779 ACRE TRACT

BEING that certain tract of land situated in the Freeman Wilkerson Survey, Abstract No. 1411, the Thomas H. McIntyre Survey, Abstract No. 903, the Thomas B. Cox Survey, Abstract No. 309, the Carrol Jackson Survey, Abstract No. 1546, the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being all of that certain tract of land described in deed to Denton County 128 Development LLC recorded in Document No. 2013-135475, of the Real Property Records of Denton County, Texas (RPRDCT), all of that certain tract of land described in deed to Tarsan Corporation recorded in Document No. 2002- 108524, RPRDCT, all of those certain tracts of land described in deeds to Mike A. Myers Investment Holdings, L.P. recorded in Document No. 2005-33384, RPRDCT, Document No. 2007-53939 RPRDCT, and Document No. 2005- 93340, RPRDCT, all of that certain tract of land described in deed to The Amanda S. Myers Irrevocable Asset Trust recorded in Document No. 2011-125051, RPRDCT, all of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, and part of that certain tract of land described in deed to Frisco Industrial Partners recorded in Document NO. 2008- 66233, RPRDCT, and being more particularly described as follows;

BEGINNING at a 1/2 inch capped iron rod found, said iron rod being located on the east right-of-way line of Farm to Market (FM) Road No. 1385 (variable width R.O.W.), and also being the northwest corner of Countryview Addition, an addition to Denton County according to Final Plat recorded in Cabinet F, Page 267, of the Plat Records of Denton County, Texas;

THENCE North 01°28'19" East, with said east right-of-way line of FM No. 1385, a distance of 310.72 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, and a southwest corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT;

THENCE North 01°22'30" East, continuing with the east right-of-way line of FM No. 1385, a distance of 204.07 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southwest corner of the aforementioned tract of land described in deed to Tarsan Corporation recorded in Document No. 2002-108524, RPRDCT;

THENCE North 01°32'20" East, continuing with the east right-of-way line of FM No. 1385, a distance of 455.39 feet to a 1/2 inch iron rod found for corner;

THENCE North 01°55'54" East, continuing with the east right-of-way line of FM No. 1385, a distance of 446.59 feet to a 1/2 inch iron rod found for corner at the intersection of the east right-of-way line of FM No. 1385, and the approximate center of Crutchfield Road (undedicated public road), the northwest corner of said Tarsan Corporation tract, and the southwest corner of said Denton County 128 Development LLC tract;

THENCE North 01°41'28" East, continuing with the east right-of-way line of FM No. 1385, a distance of 606.35 feet to a point for corner;

THENCE North 00°48'41" East, continuing with the east right-of-way line of FM No. 1385, a distance of 797.78 feet to a point for corner at the most westerly northwest corner of said Denton County 128 Development LLC tract;

THENCE North 89°34'28" East, leaving the east right-of-way line of FM No. 1385, and with the north line of said Denton County 128 Development LLC tract, a distance of 1280.69 feet to a point for corner;

THENCE North 00°20'50" West, with a west line of said Denton County 128 Development LLC tract, a distance of 546.92 feet to a point for corner;

THENCE North 00°25'58" West, with a west line of said Denton County 128 Development LLC tract, a distance of 553.08 feet to a point for corner;

THENCE North 00°04'10" East, with a west line of said Denton County 128 Development LLC tract, a distance of 73.78 feet to a point for corner at the most northerly northwest corner of said Denton County 128 Development LLC tract, and the most southerly southwest corner of that certain tract of land described in deed to Blue Angus Ranch, LP, recorded in Instrument No. 2007-107216, RPRDCT;

THENCE South 89°46'34" East, with the most northerly north line of said Denton County 128 Development LLC tract, and the most southerly south line of said Blue Angus Ranch, LP tract, a distance of 959.68 feet to a point for corner at the most southerly southeasterly corner of said Blue Angus Ranch, LP tract, and a southwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2004-135532, RPRDCT;

THENCE South 89°47'07" East, continuing with the most northerly north line of said Denton County 128 Development LLC tract, and with a south line of said Fashand Farm, Ltd. tract, a

distance of 395.15 feet to a point for corner;

THENCE South 02°54'24" West, with an east line of said Denton County 128 Development LLC tract, and a west line of said Fashand Farm, Ltd. tract, a distance of 454.69 feet to a point for corner;

THENCE North 89°30'36" East, with a north line of said Denton County 128 Development LLC tract, and a south line of said Fashand Farm, Ltd. tract, a distance of 156.62 feet to a point for corner located a northeast corner of said Denton County 128 Development LLC tract, a southwest corner of said Fashand Farm, Ltd. tract, and also being the northwest corner of that certain tract of land described in deed to Fashand Farm, Ltd. recorded in Document No. 2005-21653, RPRDCT;

THENCE South 00°08'58" East, with the most easterly east line of said Denton County 128 Development LLC tract, the west line of said Fashand Farm, Ltd. tract recorded in Document No. 2005-21653, RPRDCT, and the west line of that certain tract of land described in deed to Jan M. Paliwoda and Margaret Paliwoda recorded in Volume 4364, Page 1631, RPRDCT, a distance of 2034.69 feet to a point for corner located at the northeast corner of that certain tract of land described in deed to SBA Towers IV, LLC recorded in Document No. 2013-94302, RPRDCT;

THENCE South 89°15'21" West, with the north line of said SBA Towers IV, LLC tract, a distance of 50.31 feet to a point for corner;

THENCE South 00°56'04" East, with the west line of said SBA Towers IV, LLC tract, a distance of 50.03 feet to a point for corner;

THENCE North 89°12'39" East, with the south line of said SBA Towers IV, LLC tract, a distance of 49.92 feet to a point for corner located on said most easterly east line of said Denton County 128 Development LLC tract, and the west line of said Jan M. Paliwoda and Margaret Paliwoda tract;

THENCE South 01°18'28" East, with said most easterly east line of said Denton County 128 Development LLC tract, and the west line of the Jan M. Paliwoda and Margaret Paliwoda tract, a distance of 31.07 feet to a point for corner located on said approximate center of Crutchfield Road, and being the southeast corner of said Denton County 128 Development LLC tract;

THENCE North 89°43'38" East, with said approximate center of Crutchfield Road, the north line of said Tarsan tract, and the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005- 33384, RPRDCT, a distance of 630.84 feet to a railroad spike found for corner at the northeast corner of said Mike

A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT;

THENCE North 00°08'37" West, continuing with the approximate center of Crutchfield Road, and with the west line of the aforementioned Amanda S. Myers Irrevocable Asset Trust tract, a distance of 858.91 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of said Amanda S. Myers Irrevocable Asset Trust tract, and the southwest corner of said Fashand Farm, Ltd. tract recorded in Document No. 2004-135532, RPRDCT;

THENCE North 89°30'51" East, continuing with the approximate center of Crutchfield Road, and with the north line of the Amanda S. Myers Irrevocable Asset Trust tract, a distance of 1759.29 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°23'19" East, with the east line of the Amanda S. Myers Irrevocable Asset Trust tract, and the west line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Document No. 2006-2064, RPRDCT, a distance of 2685.16 feet to a 5/8 inch iron rod found for corner;

THENCE South 89°13'31" West, with a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 527.69 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°41'45" West, with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 2985.21 feet to a 60d nail found in asphalt for corner, said nail being located in the approximate center of Parvin Road (undedicated public road);

THENCE North 89°11'44" West, with said approximate center of Parvin Road, and with a line described in said Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDT, a distance of 1163.46 feet to a 3/8 inch iron rod found for corner;

THENCE North 00°42'55" West, leaving the approximate center of Parvin Road, and with the west line of the Amanda S. Myers Irrevocable Asset Trust tract, the east line of that certain tract of land described in deed to Donald

K. Estep and Sonja K. Estep recorded in Document No. 2011-67774, RPRDCT, and that certain tract of land described in deed to Donald Kenny Estep and Sonja Kay Estep recorded in Document No. 2001-99806, RPRDCT, a distance of 280.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°32'42" West, with a south line of that certain tract of land described in deed to Ok Kyun and Youngmoo Kim, Trustees of the Kim Family Living Trust recorded in Document No. 2005-86220, RPRDCT, a distance of 239.66 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 00°49'27" East, with an easterly line of said Kim Family Living Trust tract, the west line of said Estep tracts, and the west line of that certain tract of land described in deed to Claude Adams and Kathleen Adams recorded in Document No. 2011-67775, RPRDCT, and the west line of that certain tract of land described in deed to David P. Brewer and Carolyn Brewer recorded in Document No. 2012-34990, RPRDCT, a distance of 734.88 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Brewer tract, and an interior "ell" corner of the Kim Family Living Trust tract;

THENCE North 89°20'27" East, a distance of 238.85 feet to a 1/2 inch iron rod found for corner, said iron rod being located at the southeast corner of the Brewer tract, a northeast corner of the Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 00°32'10" East, with an easterly line of the Kim Family Living Trust tract, and said approximate center of Parvin Road, a distance of 490.79 feet to a 1/2 inch iron rod found for corner at the most southerly southeast corner of the Kim Family Living Trust tract;

THENCE South 89°26'22" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, a distance of 378.96 feet to a nail in asphalt found for corner;

THENCE North 00°17'53" East, leaving the approximate center of Parvin Road, and with a west line of the Kim Family Living Trust tract, and the east line of that certain tract of land described in deed to John M. Cosper and Jackie Cosper recorded in Volume 626, Page 706, RPRDCT, passing at a distance of 27.73 feet a 5/8 inch iron rod in concrete found, continuing in all, a distance of 267.98 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 5/8 inch iron rod in concrete found bears South 00°17'53" West, a distance of 2.99 feet;

THENCE South 89°25'59" West, with a south line of the Kim Family Living Trust tract, and the north line of the Cosper tract, a distance of 824.19 feet to a 1/2 inch iron rod found for corner;

THENCE South 00°39'57" East, with the west line of the Cosper tract, and an easterly line of the Kim Family Living Trust tract, passing at a distance of 244.64 feet a 1/2 inch iron rod found, continuing in all, a distance of 265.80 feet to a 1/2 inch iron rod found for corner at a southeast corner of Kim Family Living Trust tract, and also being located in the aforementioned approximate center of Parvin Road;

THENCE South 89°09'41" West, with the south line of the Kim Family Living Trust tract, and the approximate center of Parvin Road, passing at a distance of 411.81 feet a 1/2 inch iron rod

found at the northeast corner of that certain tract of land described in deed to Swisher Partners, L.P. recorded in Document No. 2004-7927, RPRDCT, continuing in all, a distance of 462.41 feet to a 1/2 inch iron rod found for corner at the southeast corner of that certain tract of land described in deed to the City of Celina, Texas recorded in Document No. 2008-62468, RPRDCT;

THENCE North 00°41'57" West, with the east line of said City of Celina, Texas tract, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, with a north line of the City of Celina, Texas tract, and Parvin Road, a distance of 1107.30 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 00°41'04" West, leaving said north line of Parvin Road, a distance of 843.46 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE South 89°18'56" West, a distance of 815.06 feet to a 5/8 inch iron rod with plastic cap marked "PETITT- RPLS 4087" set for corner, said iron rod being located on an easterly line of said City of Celina, Texas tract, and the aforementioned east right-of-way line of FM No. 1385;

THENCE North 01°32'26" East, with said east right-of-way line of FM No. 1385 according to City of Celina, Texas tract deed, a distance of 350.05 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner;

THENCE North 89°22'47" East, leaving the east right-of-way line of FM No. 1385, and with the north line of the aforementioned tract of land described in deed to Frisco Industrial Partners recorded in Document No. 2008-66233, RPRDCT, and the south line of that certain tract of land described in deed to Anna Liz Hong recorded in Document No. 2014-15601, RPRDCT, a distance of 1908.52 feet to a 5/8 inch iron rod with plastic cap marked "PETITT- RPLS 4087" set for corner;

THENCE North 00°41'47" West, with the east line of said Anna Liz Hong tract, and the most westerly line of the aforementioned Kim Family Living Trust tract, a distance of 1546.84 feet to an old wood corner post found for corner, from which a 5/8 inch iron rod found bears South 16°28'53" West, a distance of 1.57 feet;

THENCE North 00°24'23" West, with the west line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, passing at a distance of 479.75 feet a 5/8 inch iron rod found at the southeast corner of that certain tract of land described in deed to Lee A. Brown recorded in Document No. 2003-122624, RPRDCT, continuing with said west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in

Document No. 2005-33384, RPRDCT, and the east line of said Lee A. Brown tract, in all, a total distance of 951.64 feet to a 5/8 inch iron rod found for corner at the southeast corner of the aforementioned Countryview Addition;

THENCE North 00°07'02" West, continuing with the west line of the Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-33384, RPRDCT, and the east line of said Countryview Addition, a distance of 588.61 feet to a 5/8 inch iron rod with plastic cap marked "PETITT-RPLS 4087" set for corner, from which a 1/2 inch iron rod found bears South 89°26'31" West, a distance of 1.51 feet;

THENCE South 89°18'14" West, with the south line of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340, RPRDCT, a distance of 1301.63 feet to a 1/2 inch iron rod found for corner at the most southerly southwest corner of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2005-93340 RPRDCT, and the southeast corner of the aforementioned Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT;

THENCE South 89°15'45" West, with the south line of said Mike A. Myers Investment Holdings, L.P. tract recorded in Document No. 2007-53939 RPRDCT, a distance of 522.72 feet to the POINT OF BEGINNING of herein described tract of land containing an area of 622.779 acres of land.

Note: 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**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 OCTOBER 27, 2015 AT 5:00 P.M. AT THE FIRST UNITED METHODIST CHURCH, 112 N. COLORADO STREET, 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 622.779 ACRES GENERALLY LOCATED IN THE CITY LIMITS AND ETJ OF THE CITY OF CELINA, TEXAS IN DENTON COUNTY, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF FM 1385 AND PARVIN ROAD INTERSECTION, NORTH OF US 380, AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT CELINA CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE ZONE, THE CREATION OF THE REINVESTMENT ZONE, ITS BOUNDARIES, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, CELINA CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE.

Attachment: 2014.015.15c - TIRZ Resolution calling public hearing Sutton Fields w Mabro (1300 : TIRZ Sutton Fields)



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Mike Foreman, City Manager
Date: October 13, 2015
Re: Focused Advocacy

Action Requested:

Consider and act upon a two year agreement with Focused Advocacy for legislative consultant services in the amount of \$90,000.00. Foreman

Background Information:

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Legal Review:

Supporting Documents:

Agreement

Staff Recommendation:

N/A

Agreement -
Legislative
Consulting
Services



City of Celina & Focused Advocacy

It is mutually agreed effective October 1, 2015 that **Focused Advocacy, LLC.** (referred to as **"Consultant"**) as located at 823 Congress Avenue, Suite 1200, Austin, Texas 78701 will provide to the **City of Celina** (referred to as **"the Client"** or **"the City"**) as located at 142 North Ohio Street Celina, TX 75009 the following scope of services for the following compensation and terms:

Scope of Services:

Consultant will provide client with the following scope of services:

1. Generally represent the City's general interests before the Texas legislature as directed by the City Manager;
2. Assist in the development of the City's legislative agenda;
3. Assist the City with Collin County Day at the Capitol activities including arranging meetings, attending meetings and participating in scheduled events;
4. Provide the City with an electronic tracking system which monitors the development and movement of legislation;
5. Identify legislation that could have an positive or negative impact on the City and bring it to the City's attention with a specific emphasis on appraisal and revenue "cap" bills and bills that address municipal debt issuances and bills that affect municipal land use practices (i.e. – zoning, development, etc.);
6. Advise and inform the City of upcoming legislative committee hearings;
7. Generally work to help the city accomplish their legislative goals and develop successful strategies to accomplish those goals;
8. Educate state officials and staff members regarding the City's legislative and regulatory issues;
9. Generally work to defeat legislation the city deems detrimental to its municipal governance;
10. Provide the City with timely updates regarding the status of pending state

11. Assist with the preparation and drafting of legislation and amendments;
12. Assist with the preparation and drafting of letters, speeches and other advocacy materials;
13. Assist in preparing City officials who testify before legislative bodies;
14. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and other related public meetings including interim legislative committee hearings; and
15. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch including but not limited to the Texas Water Development Board, the Texas Commission on Environmental Quality, the Texas General Land Office, the Comptroller of Public Accounts, the Office of Economic Development, the Public Utility Commission, and the Department of Housing and Community Affairs.

Expansion of Scope of Services:

This contract is expressly limited to the scope of services detailed herein. Any additional services requested by the City could necessitate an amendment to this contract and possibly new terms including any desire by the City to pass legislation.

Points of Contact:

Unless directed otherwise, the City Manager shall act as the point of contact for Celina and Brandon Aghamalian shall act as the point of contact for Consultant. Consultant will take its work direction and work orders from the City Manager.

Term:

The term of this contract is for 24 months from October 1, 2015 thru September 30, 2017.

Termination:

This agreement may be terminated with ninety days (90) written notice from the date written notice is effectively delivered to either party. The City of Celina is responsible for payment to Consultant through the 90-day period.

The City may terminate the contract with thirty days (30) written notice if termination is caused by a conflict-of-interest over a specific piece of legislation that cannot be resolved.

Conflicts of Interest:

Should any other client of Consultant take a position on a specific piece of legislation that is in opposition to the position of the City of Celina or should Consultant believe that its representation of the City of Celina is materially affected by the position taken by another client, Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City of Celina within 2 business days from the date Consultant became aware of the conflict. Consultant must obtain written permission from the City of Celina to continue its representation.

Retainer Compensation & Billing:

In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City of Celina agrees to pay Consultant a total of \$90,000 as follows:

\$3,000 per-month retainer from October 1, 2015 to September 31, 2016;
\$5,000 per-month retainer from October 1, 2016 to June 30, 2017; and
\$3,000 per-month retainer from August 1, 2017 to September 31, 2017.

Monthly invoices will be sent on the 15th of each month and payable by the 1st of each month.

Payments shall be sent to 823 Congress Avenue, Suite 1200, Austin, Texas 78701.

Expenses:

In addition to the retainer, Consultant shall bill the City and City shall pay its pro-rated amount of the Consultant's monthly average expenses for business-related meals and meetings. The pro-rated amount for 2015-16 (October 1, 2015 thru September 31, 2016) shall be \$331 per month and the 2016-17 amount (October 1, 2016 thru September 31, 2017) shall be \$358 per month.

The City of Celina will also reimburse Consultant for customary expenses related to any travel as requested by the City of Celina (airfare, mileage, rental cars, taxis, hotels, travel-related meals).

Travel expenses will be submitted along with the monthly invoice and accompanied by receipts if the individual expense exceeds \$50 (fifty-dollars).

Compliance with Texas Ethics Laws:

Consultant agrees to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission.

Consultant Relationship:

It is understood by the parties that Consultant is an independent Consultant for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this agreement and as required by law. It is understood by Consultant that the materials produced and provided under this agreement are the property of the City of Celina and shall be returned to them upon request.

Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, negotiations and discussions. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision hereof (including this section) shall be valid unless in writing and signed by both parties.

This contract is accepted on October 1, 2015 by **the City of Celina** and **Focused Advocacy, LLC** as evidenced by the execution hereof by the signatures of the undersigned.

_____ Signature	_____ City	_____ of	_____ Celina	_____ Representative	_____ Signature	_____ Focused	_____ Advocacy
Representative							

Printed name and title_____
Printed name and title_____
Date
3_____
Date

823 CONGRESS AVENUE, STE. 1200

• AUSTIN, TEXAS 78701

Attachment: Focused Advocacy (1296 : Focused Advocacy)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: October 13, 2015
 Re: Wells South TIRZ Final Project and Financing Plan

Action Requested:

Consider and act upon an ordinance approving the Reinvestment Zone Number Three, City of Celina, Texas Final Project and Finance Plan for Wells South. (Wells South) (Liebman)

Action Requested:

Consider and act upon an ordinance approving the Reinvestment Zone Number Three, City of Celina, Texas, Final Project and Finance Plan for Wells South. (Wells South) (Liebman)

Background Information:

At the September 17, 2015 Special Called Meeting, the City Council passed an ordinance creating the Wells South TIRZ, also known as City of Celina TIRZ Number Three. This item presents the costs of projects associated with the development of Wells South and the Final Financing Plan proposed for the TIRZ.

Legal Obligations and Review:

The TIRZ Number Three Final Project and Financing Plan have been reviewed by the city's land use attorney and bond counsel.

Supporting Documents:

- Ordinance adopting the Wells South TIRZ Project and Financing Plan

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE FINAL PROJECT AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER THREE, CITY OF CELINA, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (hereinafter referred to as the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, pursuant to and as required by Section 311.003(b) of the Act, the governing body of the City (hereinafter referred to as the “City Council”) prepared a *Preliminary Reinvestment Zone Financing Plan for Reinvestment Zone Number Three, City of Celina, Texas*, dated September 10, 2015, filed with the City Secretary September 17, 2015, for a proposed tax increment reinvestment zone containing approximately 400 acres of property located within the extraterritorial jurisdiction of the City; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the official newspaper of the City on June 12, 2015, which date is not later than the seventh (7th) day before the public hearing held on September 17, 2015; and

WHEREAS, at the public hearing on September 17, 2015, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, after the public hearing on September 17, 2015, the City Council approved Ordinance No. 2015-46, establishing Reinvestment Zone Number Three, City of Celina, Texas (“Zone”); and

WHEREAS, on October 13, 2015, the Board of Directors for Reinvestment Zone Number Three, City of Celina, Texas, reviewed, adopted and recommended approval of the Final Project and Reinvestment Zone Financing Plan, a copy of which is attached hereto as ***Exhibit A***; and

WHEREAS, pursuant to Section 311.011(b) of the Act, the recommended final project plan includes, (1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, (3) a list of estimated non-project costs, and (4) a

statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan; and

WHEREAS, pursuant to Section 311.011(c) of the Act, the recommended final reinvestment zone financing plan includes (1) a detailed list describing the estimated project costs of the zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone, (7) the current total appraised value of taxable real property in the zone, (8) the estimated captured appraised value of the zone during each year of its existence, and (9) the duration of the zone; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Ordinance, approving the Final Project and Reinvestment Zone Financing Plan, a copy of which is attached hereto as **Exhibit A**, is in the best interests of the citizens of the City of Celina, Texas.

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

SECTION 1. FINDINGS. Each and every one of the recitals, findings, and determinations contained in the preamble to this Ordinance is incorporated into the body of this Ordinance as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2. SUFFICIENCY. The Final Project and Financing Plan for the Zone conforms with and satisfies all requirements set forth in Sections 311.011 of the Act. Specifically, the final project plan includes, but is not limited to, (1) a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property, (2) any proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, (3) a list of estimated non-project costs, and (4) a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan. The final financing plan includes, but is not limited to, (1) a detailed list describing the estimated project costs of the zone, including administrative expenses, (2) a statement listing the proposed kind, number, and location of all public works or public improvements to be financed by the zone, (3) a finding that the plan is economically feasible and an economic study, (4) the estimated amount of bond indebtedness to be incurred, (5) the estimated time when related costs or monetary obligations are to be incurred, (6) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit anticipated to contribute tax increment to the zone that levies taxes on real property in the zone, (7) the current total appraised value of taxable

real property in the zone, (8) the estimated captured appraised valued of the zone during each year of its existence, and (9) the duration of the zone.

SECTION 3. FEASIBILITY. The City Council, pursuant to Section 311.011 of the Act, finds that the Final Project and Finance Plan is feasible.

SECTION 4. APPROVAL OF FINAL PROJECT AND FINANCING PLAN. The Board of Directors for the Zone have prepared and adopted this Final Project and Financing Plan, and have submitted it to this City Council with a recommendation for approval. The City Council hereby approves the Final Project and Reinvestment Zone Financing Plan, a copy of which is attached hereto as ***Exhibit A*** and is incorporated herein for all purposes.

SECTION 5. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 13th DAY OF OCTOBER, 2015.

Mayor

ATTEST:

Vicki Faulkner, City Secretary

APPROVED AS TO FORM:

Julie Fort, Attorney for the City

Exhibit A

Attachment: 2014.006.016b - Ord Approving Final PF without exhibit (1286 : Wells South TIRZ Final Project and Finance Plan)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: October 13, 2015
Re: Wells South TIRZ Reimbursement Agreement Ordinance

Action Requested:

Consider and act upon an ordinance approving the Reinvestment Zone Number Three, City of Celina, Texas Reimbursement Agreement for Wells South. (Liebman)

Action Requested:

Consider and act upon an ordinance approving the Reinvestment Zone Number Three, City of Celina, Texas Reimbursement Agreement for Wells South.

Background Information:

At the September 17, 2015 Special Called Meeting, the City Council passed an ordinance creating the Wells South TIRZ, also known as City of Celina TIRZ Number Three. This item presents the plan for the reimbursement of project costs associated with the development of Wells South TIRZ.

Legal Obligations and Review:

The TIRZ Number Three Reimbursement Agreement has been reviewed by the city's land use attorney and bond counsel.

Supporting Documents:

- Ordinance adopting the Wells South TIRZ Reimbursement Agreement
- Reimbursement Agreement

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY; NOTICING A PUBLIC HEARING FOR NOVEMBER 10, 2015 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

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

WHEREAS, on July 14, 2015 the City Council conducted a public hearing to consider a petition received by the City on May 21, 2015 titled "Petition for the Creation of a Public Improvement District Within the ETJ of the City of Celina, Texas, for the Wells South Development" requesting the creation of a public improvement district; and

WHEREAS, on July 14, 2015, the City Council approved Resolution No. 2015-34R (the "Authorization Resolution"), authorizing, establishing and creating the Wells South Public Improvement District (the "District"); and

WHEREAS, the City authorized the creation of the District and the issuance of up to \$42,450,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the City Council and the City staff have been presented a "Wells South Public Improvement District Preliminary Service and Assessment Plan", including the proposed assessment rolls attached thereto (the "Proposed Assessment Rolls"), dated _____, 2015 (collectively, the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

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

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

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

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

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

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

SECTION 2. THAT the City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Rolls, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. THAT the City Council hereby determines that the total costs of the Major Improvements (as defined in the Preliminary SAP) to be financed by the District are as set forth in Table III-B of the Preliminary SAP and the total costs of the Neighborhood Improvement Area #1 Improvements (as defined in the Preliminary SAP) to be financed by the District are as set forth in Table III-D of the Preliminary SAP, which costs do not include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

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

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

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

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

SECTION 8. THAT the City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing as defined above) to be held on **November 10, 2015** at 6:00 p.m. at Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and,

upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property within the District (which ordinance shall specify the method of payment of the assessments).

SECTION 9. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on November 10, 2015, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before October 23, 2015 as required by Section 372.016(b) of the Act.

SECTION 10. THAT when the Proposed Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before October 23, 2015, to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on November 10, 2015 as required by Section 372.016(c) of the Act.

SECTION 11. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the November 10, 2015 meeting of the City Council.

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

PASSED AND APPROVED on this the 13th day of October, 2015.

ATTEST:

Mayor

Vicki Faulkner, City Secretary

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

Attachment: 2014.006.029c - Ordinance for City Council for TIRZ Reimbursement Agreement without exhibit (1287 : Wells South TIRZ

EXHIBIT B
CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on November 10, 2015 at 6:00 p.m. at 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Wells South Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The proposed Authorized Improvements to be undertaken at this time ("Major Improvements and the Neighborhood Improvement Area #1 Improvements") include road improvements, water distribution system improvements, sanitary sewer collection system improvements, storm sewer collection system improvements, and costs related to the creation of the District.

The total costs of the Major Improvements and the Neighborhood Improvement Area #1 Improvements, including the costs of creating the District and issuing the bonds, is \$14,689,482. The total costs of Authorized Improvements to benefit future phases within the District cannot be determined with certainty at this time, but shall not exceed an additional \$42,450,000.

The boundaries of the District include approximately 400.524 acres of land generally located in the area encompassed by the northeast corner of the intersection of FM 1461 and Coit Road, northwest intersection of FM 1461 and CR 84, and the southwest corner of CR 84 as it turns west as more particularly described by a metes and bounds description available at Celina City Hall located at 143 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

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

A copy of the Major Improvement Area Assessment Roll relating to the Major Improvements and the Neighborhood Improvement Area #1 Assessment Roll relating to the portion of the Major Improvements allocated to Neighborhood Improvement Area #1 and Neighborhood Improvement Area #1 Improvements (collectively, the "Assessment Rolls"), which Assessment Rolls include the assessments to be levied against each parcel in the District, is available for public inspection at the office of the City Secretary, 142 N. Ohio Drive, Celina, Texas 75009.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: October 13, 2015
 Re: Resolution Determining the Cost of Authorized Improvements for Wells South Public Improvement District (PID)

Action Requested:

Consider and act upon a resolution determining the cost of authorized improvements, calling for a public hearing for November 10, 2015 on the PID Levy and Assessment, approving the preliminary Service Assessment Plan and proposed assessment roll, and directing notice of the November 10, 2015 public hearing for Wells South Public Improvement District, generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83 (Coit Road); consisting of a ± 400.5 acre tract of land, setting a levy and assessment date for November 10, 2015. (Wells South) (Liebman)

Action Requested:

Consider and act upon a resolution determining the cost of authorized improvements, calling for a public hearing for November 10, 2015 on the PID Levy and Assessment, approving the preliminary Service Assessment Plan and proposed assessment roll, and directing notice of the November 10, 2015 public hearing for Wells South Public Improvement District, generally located at the northeast corner of FM 1461 (Frontier Parkway) and CR 83 (Coit Road); consisting of a ± 400.5 acre tract of land, setting a levy and assessment date for November 10, 2015. (Wells South) (Liebman)

Background Information:

At the July 14, 2015 Regular Meeting, the City Council passed an ordinance creating the Wells South PID. This item presents the costs of authorized improvements associated with the development of Wells South.

Legal Obligations and Review:

The Resolution determining the cost of authorized improvements for Wells South Public Improvement District has been reviewed by the city's land use attorney and bond counsel.

Supporting Documents:

- Resolution approving the cost of authorized improvements for Wells South Public Improvement District
- Preliminary Service and Assessment Plan
- Notice of Public Hearing for 11/10/15

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE NO. _____

A ORDINANCE OF THE CITY OF CELINA, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE “TIRZ REIMBURSEMENT AGREEMENT--WELLS SOUTH” BETWEEN THE CITY OF CELINA, TEXAS, THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER THREE - CITY OF CELINA, AND CELINA DEVELOPMENT, LLC

WHEREAS, on September 17, 2015 the City of Celina adopted Ordinance No. 2015-46 creating Tax Increment Reinvestment Zone Number Three, City of Celina, Texas; and

WHEREAS, the City of Celina desires to approve the “TIRZ Reimbursement Agreement--Wells South” between the City of Celina, Texas, the Board of Directors of Tax Increment Reinvestment Zone Number Three, City of Celina, Texas, and Celina Development, LLC (“Agreement”); and

WHEREAS, on October 13, 2015, the City Council of the City of Celina approved the Final Tax Increment Reinvestment Zone Project and Financing Plan for Reinvestment Zone Number Three, City of Celina; and

WHEREAS, the Agreement satisfies the requirements of Section 311.010 of the Tax Increment Financing Act (the “Act”) and is an appropriate method of implementing the Final Tax Increment Reinvestment Zone Project and Finance Plan for Reinvestment Zone Number Three, City of Celina.

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

SECTION 1. Each and every one of the recitals, findings, and determinations contained in the preamble to this Ordinance is incorporated into the body of this Ordinance as if fully set forth herein and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2. The “TIRZ Reimbursement Agreement--Wells South” attached hereto as Exhibit A is hereby accepted and approved pursuant to the Act by the City as it relates to Tax Increment Reinvestment Zone Number Three, City of Celina, Texas, and the Mayor is authorized to execute the Agreement on behalf of the City of Celina, Texas.

SECTION 3. This Ordinance shall become effective upon passage and execution hereof.

PASSED AND APPROVED on this the 13th day of October, 2015.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

EXHIBIT A
Reimbursement Agreement
Reinvestment Zone Number Three

Attachment: 2014.006.030b - Resolution Determining Costs and calling PH to Levy Assessments without exhibit (1288 : Cost of Authorized



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: October 13, 2015
 Re: Resolution Approving the Distribution of Major Improvement Area Preliminary Official Statement for Wells South Public Improvement District (PID)

Action Requested:

Consider and act upon a resolution of the City of Celina, Texas, approving the form and authorizing the distribution of a preliminary official statement for the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project) and approving the form and authorizing the distribution of a Preliminary Official Statement for the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project); and resolving other matters incident and related thereto. (Liebman)

Background Information:

At the July 14, 2015 Regular Meeting, the City Council passed an ordinance creating the Wells South PID. The Preliminary Official Statement (POS) describes the special assessment revenue bonds, the security in place for the bonds, the sources and uses of the funds, the debt service requirements, the assessment procedures and amounts, and the projects to be financed in the Major Improvement Area. The "Major Improvement Area" is defined as all the property within the Wells South development with the exception of the 94 acres in the Neighborhood Improvement Area #1 (Phase One). The Major Improvement Area is comprised of approximately 281 acres.

Also included in the document are descriptions of the City of Celina, the north Texas region, an employment snapshot, the Hillwood Communities company and key personnel associated with the project.

The proceeds of the bonds will be used primarily to finance the City's proportionate share of the costs of certain roadway, water and drainage improvements that will benefit Wells South. These costs would normally be funded through the City's Capital Improvement Projects fund. By establishing the PID, the improvements can be made by the developer at an earlier date than if the City had to schedule them through CIP funds. The bond funds will also pay a portion of the bond

interest, fund a reserve account, and pay the cost of the issuance of the bonds. Repayment of the bonds is strictly limited to the assessments on the Wells South property itself and the bonds shall never constitute an indebtedness or general obligation to the City of Celina.

Financial Considerations:

Repayment of the bonds is contingent on the developer constructing infrastructure (roads, water, sewer), creating buildable lots and various home builders providing homes for sale to produce income. Each home will be assessed a value, based on size, which is collected with and in addition to the City's ad valorem taxes each year. Bond repayment is contingent on the continued sale of homes within Wells South for timely repayment of the bonds principal and interest. No tax dollars will be used to repay the bonds.

Legal Obligations and Review:

The resolution approving the distribution of Major Improvement Area (MIA) Preliminary Official Statement (POS) for Wells South Public Improvement District (PID) and the Preliminary Official Statement have been reviewed by the city's land use attorney and bond counsel.

Supporting Documents:

- Resolution approving the distribution for Wells South Public Improvement District of Major Improvement Area (MIA) Preliminary Official Statement (POS)
- Wells South Public Improvement District of Major Improvement Area (MIA) Preliminary Official Statement (POS)

Staff Recommendation:

Staff recommends approval.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Senior Planner
 CC: Mike Foreman, City Manager
 Date: October 13, 2015
 Re: Resolution Approving the Distribution of Neighborhood Improvement Area #1
 Preliminary Official Statement for Wells South Public Improvement District (PID)

Action Requested:

Consider and act upon a resolution approving the distribution of Neighborhood Improvement Area #1 (NIA #1) Preliminary Official Statement (POS) for review. The Statement is subject to the approval by the City Manager, the Finance Advisor, the Bond Counsel, and also subject to the Hillwood Communities closing on the purchase of the Wells South ± 400.5 acre tract of land prior to the distribution of the Preliminary Official Statement. (Wells South PID) (Liebman)

Background Information:

At the July 14, 2015 Regular Meeting, the City Council passed an ordinance creating the Wells South PID. The Preliminary Official Statement describes the bonds, the security in place for the bonds, the sources and uses of the funds, the debt service requirements, the assessment procedures and amounts, and the specific projects to be made in the Neighborhood Improvement Area #1. Also included in the document are descriptions of the City of Celina, the north Texas region, an employment snapshot, and the Hillwood Communities company and key personnel associated with the PID.

Neighborhood #1 represents the first phase of Wells South development and is comprised of ± 94 acres of land and 268 single family lots. The assessed properties must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The improvements are provided solely for the benefit of the Neighborhood Improvement Area #1 Assessed Property.

A description of the Neighborhood Improvement Area #1 Improvements follows:

- o *Water* - improvements include the installation of a looped water main network and appurtenances connected at various points to the existing City water main network to provide for residential water supply and fire protection to the proposed Neighborhood Improvement Area #1.

- o *Wastewater* - improvements include the construction of a gravity wastewater system to be connected at a various points to the City's proposed 21" wastewater trunk along FM 1461 to service the proposed Neighborhood Improvement Area #1.
- o *Storm Drainage* - improvements include the construction of closed conduits with storm inlets. The outfall of the storm system will be at the detention ponds constructed with Major Improvement Area Improvements.
- o *Road* - improvements include the road improvements described in the development agreement approved by the City on April 28, 2015.
- o *Public Open Space and Trail System* - improvements include those road improvements described in the development agreement approved by the City on April 28, 2015.

Financial Considerations:

Repayment of the bonds is contingent on the developer constructing infrastructure (roads, water, sewer), creating buildable lots and various home builders providing homes for sale to produce income. Each home will be assessed a value, based on size, which is collected with and in addition to the City's ad valorem taxes each year. Bond repayment is contingent on the continued sale of homes within Wells South for timely repayment of the bonds principal and interest. No tax dollars will be used to repay the bonds.

Legal Obligations and Review:

The resolution approving the distribution of Neighborhood Improvement Area #1 (NIA #1) Preliminary Official Statement (POS) for Wells South Public Improvement District (PID) and the Preliminary Official Statement have been reviewed by the city's land use attorney and bond counsel.

Supporting Documents:

- Resolution approving the distribution of Neighborhood Improvement Area #1 (NIA #1)
- Preliminary Official Statement (POS) for Wells South Public Improvement District (PID) Neighborhood Improvement Area #1 (NIA #1)

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE CITY OF CELINA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #1 PROJECT) AND APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE CITY OF CELINA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2015 (WELLS SOUTH PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT); AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

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

WHEREAS, pursuant to Resolution 2015-34R adopted by the City Council (the "City Council") of the City on July 14, 2015, the City has created the "Wells South Public Improvement District" (the "PID");

WHEREAS, Celina Development, LLC (the "Developer") intends to purchase all property within the PID (the "Purchase") for the purpose of developing the PID;

WHEREAS, the City intends to issue the bonds to be designated "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Neighborhood Improvement Area #1 Project)" (the "Neighborhood Improvement Area #1 Bonds") and "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (Wells South Public Improvement District Major Improvement Area Project)" (the "Major Improvement Area Bonds", and together with the Neighborhood Improvement Area #1 Bonds, the "Bonds") to fund certain improvements in the PID as authorized by the PID Act; and

WHEREAS, there has been presented to this City Council a Preliminary Official Statement relating to each series of the Bonds (together, the "Preliminary Official Statements"); and

WHEREAS, this City Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Official Statements and authorize the use of the Preliminary Official Statements in the offering and sale of the respective Bonds by the Underwriter of the Bonds, Jefferies LLC, under the conditions outlined herein.

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

SECTION 1. THAT the form and content of the Preliminary Official Statements are hereby approved with such changes, addenda, supplements or amendments as may be approved by the City Manager.

SECTION 2. THAT the City hereby authorizes the Preliminary Official Statements to be used by Jefferies LLC (the "Underwriter") in connection with the initial marketing and sale of the

Bonds prior to the closing of the Purchase; provided that such Preliminary Official Statements shall not be released to the public without the approval of the City Manager, which approval shall be made in consultation with First Southwest Company, the City's Financial Advisor; and provided further that, upon the closing of the Purchase by the Developer, the Underwriter shall distribute, prior to the final pricing of the Bonds, amended Preliminary Official Statements reflecting changes necessary to such disclosure in connection with the closing of the Purchase.

SECTION 3. THAT the City Council hereby delegates to the City Manager the authority to approve release of the Preliminary Official Statements to the public for use in marketing the Bonds under the conditions outlined herein.

SECTION 4. THAT City staff is authorized and directed are authorized to do all things proper and necessary to carry out the intent hereof.

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

[Execution page follows.]

ADOPTED, PASSED, AND APPROVED on this the 13th day of October, 2015.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, City Secretary

(City Seal)