NOTICE OF
CITY COUNCIL PUBLIC HEARING AND SPECIAL MEETING
CELINA COUNCIL CHAMBERS 302 W. WALNUT ST., CELINA, TX 75009
TUESDAY, OCTOBER 27, 2015 AT 6:15 PM

AGENDA

I. CALL TO ORDER:

A. Recognition of Brandy Berry Court Clerk Level II

B. Information Regarding Fun Day (Bise)

C. Collin County Open Space Grant update (Montgomery)

II. 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.

A. Agreement with Light Farms

B. Celina Balloon Festival Agreement with Chamber of Commerce

C. Consider and act upon items discussed in Executive Session

III. PUBLIC HEARING:

A. 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 property owners of Wells North. The property is a ±244.1 acre tract of land located in the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171, 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)

B. 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 CADG Sutton Fields, LLC. The property consists of ±622.779 acre tract of land located within the city limits and the ETJ of the City of Celina, Denton County, Texas, and is generally located at the north of Parvin Road, east of FM 1385 and south of FM 428. (Sutton Fields 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 the inclusion of their property within the proposed reinvestment zone, which proposed zone consists of approximately 622.779 acre tract of land located within the city limits and the ETJ of the City of Celina, Denton County, Texas, and is generally located at the north of Parvin Road, east of FM 1385 and south of FM 428. (Sutton Fields II TIRZ) (Liebman)

IV. ACTION ITEMS:

A. 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)

B. Consider and act upon an ordinance approving the Reinvestment Zone Number Three, City of Celina, Texas Reimbursement Agreement for Wells South. (Liebman)

C. 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)

D. 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. (Wells South PID) (Liebman)

E. Consider and act upon a Lease Agreement between the City of Celina, Texas and the First United Methodist Church of Celina and hereby authorizing the City Manager of the City of Celina, Texas, to sign such lease agreement. (Foreman)

V. ADJOURN:

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

______________________________ ______________________________
Vicki Faulkner, TRMC Date Notice Removed
City Secretary, City of Celina, TX

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
Date: October 27, 2015
Re:

Action Requested:

Information Regarding Fun Day (Bise)

Main Street Manager Bridgette Bise will update Mayor and Council regarding the upcoming Fun Day on Saturday, October 31st

Staff Recommendation:

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 27, 2015
Re:	Wells North Development Agreement

Action Requested:

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 property owners of Wells North. The property is a ±244.1 acre tract of land located in the Shelby Glass Survey, Abstract No. 346 and the J. Cahill Survey, Abstract No. 171, 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.

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 for the October 13, 2015 City Council meeting. The public hearing was opened and continued to the Special Called Meeting on October 27, 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.

Supporting Documents:

- Proposed Development Agreement
- Letter of Support from Celina ISD

Staff Recommendation:

Staff recommends approval.

Celina ISD
Embracing Excellence

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

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: Brooks Wilson, Senior Planner
CC: Mike Foreman, City Manager
Date: October 27, 2015
Re: Sutton Fields II Development Agreement

Action Requested:

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 CADG Sutton Fields, LLC. The property consists of ±622.779 acre tract of land located within the city limits and the ETJ of the City of Celina, Denton County, Texas, and is generally located at the north of Parvin Road, east of FM 1385 and south of FM 428. (Sutton Fields II) (Liebman)

Background Information:

Denton County 128 Development, LLC, brought a General Development Plan to the city for review in June, 2015 and the GDP was approved by the Planning & Zoning Commission on August 18, 2015. In addition, an involuntary annexation of the property was begun in July, 2015 and the deadline for completing that annexation is December 7, 2015.

The ±127.897 acre tract of land is in the process of being purchased by CDBG Sutton Fields LLC. The Sutton Fields Planned Development District (PD-52) was approved by the City Council on March 17, 2015. The applicant for Sutton Fields intends to merge the Denton County 128 tract with Sutton Fields to form a ±622 acre tract. At the present time, the applicant for Sutton Fields is in the process of creating a new Public Improvement District (PID) and a Tax Increment Reinvestment Zone (TIRZ) that will apply to both properties following the purchase.

As part of this Development Agreement, the Planning & Zoning Commission reviews and makes a recommendation to City Council regarding the proposed land use regulations in the ETJ prior to the tract coming into the city limits through annexation. These land use regulations will be the basis for the zoning request that will be forthcoming following annexation. The Development Agreement will not affect the development regulations spelled out in the Planned Development document (Ordinance No. 2015-18, adopted on March 17, 2015).

Development Regulations for the ±127.897 Acre Tract:

The applicant is proposing the ±127.897 acre parcel to be a planned development SF-R - Single Family Residential and CF-Community Facilities zoning districts. In general, the proposed development regulations reflect those approved for Sutton Fields. Approximately 95 acres will be exclusively single family detached home sites. The mix of housing product differs from the Sutton Fields development in that only two types of lots are offered - fifty foot lot widths and sixty foot lot widths. These are proposed to be split 50/50 on the tract. The Sutton Fields lot mix has three lot types and includes 20% seventy foot lot widths, 30% sixty foot lot widths and the remainder (but no more than 50%) being 50 foot lot widths.

The applicant is dedicating fifteen acres for a public facility located on the northeast corner of FM 1385 and Crutchfield Drive. This tract will is based on the zoning classification of CF - Community Facilities and will be owned by the City of Celina.

Public Notice:

No public notice is required for consideration of the Development Regulations in the ETJ. However, it is the policy of the City of Celina to provide public notice similar to the noticing required for zoning consideration, when possible. The public hearing notification for the City Council meeting was published in *The Celina Record* on October 23, 2015. Notices of public hearing signs have been placed on the property. As of the printing of this packet, staff has received no letters either in support or in opposition to the proposed development regulations.

Staff Recommendation:

Staff recommends approval subject to the satisfactory response to comments made on the Concept Plan exhibit and any subsequent comments from the Engineering Department for those exhibits still under review.

Legal Review:

The City's land use attorney has reviewed the Development Agreement and deemed it acceptable.

Board/Committee Recommendation:

The Planning & Zoning Commission, at its October 20, 2015 meeting, voted (4-0) to recommend approval of the Denton County 128 Development Regulations, which are incorporated into the proposed Sutton Fields' Development Agreement as Tract B.

Staff Recommendation:

Staff recommends approval of the item.

Supporting Documents:

- Sutton Fields II Development Agreement

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 27, 2015
Re: Conduct a public hearing for property owners to support or protest the inclusion of their property within the proposed Sutton Fields TIRZ.

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 the inclusion of their property within the proposed reinvestment zone, which proposed zone consists of approximately 622.779 acre tract of land located within the city limits and the ETJ of the City of Celina, Denton County, Texas, and is generally located at the north of Parvin Road, east of FM 1385 and south of FM 428. (Sutton Fields II TIRZ) (Liebman)

Background Information:

On October 13, 2015 the Celina City Council approved a resolution that included calling a public hearing for the proposed Tax Increment Reinvestment Zone TIRZ. The public hearing will allow for any owner of property within the proposed TIRZ land area to speak in favor or in opposition to being included in the TIRZ.

Public Notice:

The public hearing notice was published in *The Celina Record* on October 16, 2014 and notices were sent to property owners within the proposed TIRZ boundaries by certified mail on October 15, 2015.

Supporting Documents:

N/A

Legal Review:

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 27, 2015
Re: Wells South TIRZ Final Project and Financing Plan Ordinance

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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.

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 27, 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.

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 27, 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.

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 27, 2015
Re:	Wells South Resolution Approving Preliminary Official Statement Distribution

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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. (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 Statements (POS) describe 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. 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 ±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.

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:

- *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.
- *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.
- *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.
- *Road* - improvements include the road improvements described in the development agreement approved by the City on April 28, 2015.
- *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 Major Improvement Area (MIA) and the Neighborhood Improvement Area #1 (NIA #1) Preliminary Official Statement (POS) for Wells South Public Improvement District (PID) and the Preliminary Official Statements have been reviewed by the city's land use attorney and bond counsel.

Supporting Documents:

- Resolution approving the distribution of Wells South Public Improvement District of Preliminary Official Statement (POS) for the Major Improvement Area (MIA) and the Neighborhood Improvement Area #1 (NIA #1)
- Preliminary Official Statement (POS) for Wells South Public Improvement District (PID) Major Improvement Area (MIA) Preliminary Official Statement (POS)
- Preliminary Official Statement (POS) for Wells South Public Improvement District (PID) Neighborhood Improvement Area #1 (NIA #1)

Staff Recommendation:

Staff recommends approval

Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Michael Montgomery, Administrative Services
CC: Mike Foreman, City Manager
Date: October 27, 2015
Re:

Action Requested:

Consider and act upon a Lease Agreement between the City of Celina, Texas and the First United Methodist Church of Celina and hereby authorizing the City Manager of the City of Celina, Texas, to sign such lease agreement. (Foreman)

Background Information:

The City of Celina is currently leasing 112 N. Colorado to the First United Methodist Church. On October 1st, 2015 the current lease expired. After meeting with Church leaders a new lease is under consideration.

Financial Considerations:

$2000 per month October 1, 2015 to March 31st, 2016

$4658.57 April 1, 2016 to move out date.

Legal Review:

Drafted and approved by City Attorney

Supporting Documents:

Purposed lease agreement

Staff Recommendation:

Approve

REAL PROPERTY LEASE

THIS LEASE (hereinafter referred to as "Lease") is made and dated as of the______ day of _________, 2011 by and between **City of Celina, Texas** (hereinafter referred to as "Landlord"), and **the First United Methodist Church of Celina** (hereinafter referred to as "Tenant").

ARTICLE I.
BASIC DATA AND DEFINITIONS

Section 1.01 Basic Data and Definitions: The following sets forth basic data and, where appropriate, constitutes definitions of the terms hereinafter listed.

(a)	"Premises"	Church building at 112 N. Colorado St., Celina, Texas 75009.
(b)	"Landlord's Property"	Buildings and acreage located at 112 N. Colorado St., Celina, Texas 75009.
(c)	"Permitted Uses"	Church Facilities
(d)	"Commencement Date"	October 1, 2015
(e)	"Expiration Date"	October 31, 2016
(f)	"Lease Year"	The period of twelve (12) full calendar months commencing on the Commencement Date and each twelve (12) month period thereafter, provided, however, that if the Commencement Date occurs on a day other than the first day of a calendar month, the first Lease Year shall include the period from the Commencement Date until the last day of the twelfth (12th) full calendar month thereafter.
(g)	"Minimum Rent"	$2,500.00 per month for the months of October, 2015 through March 2016. $4,658.57 for the months of April 2016 though September 2016.
(h)	"Additional Rent"	Not Applicable. Landlord shall be responsible for any Taxes, Insurance, Operating Costs, and any other expenses. Note that Tenant shall be responsible for obtaining insurance for coverage of any of Tenant's personal property in the leased space if Tenant so desires coverage.
(I)	"Proportionate Share"	Not Applicable.
(j)	"Security Deposit"	$ **N/A**
(k)	"Parking"	$ N/A per covered parking space X **N/A** spaces per month

ARTICLE II.
DEMISE AND TERM

Section 2.01 Demise: For and in consideration of the rentals hereafter reserved and of the mutual covenants and agreements hereafter set forth, Landlord hereby Leases to Tenant and Tenant hereby rents from Landlord the Premises, together with nonexclusive rights, privileges, easements, and appurtenances in, over and upon Landlord's Property reasonably required for ingress and egress to and from the Premises.

Section 2.02 Term: The term shall commence on the Commencement Date and, unless sooner terminated or extended as provided in this Lease, shall terminate on the Expiration Date.

ARTICLE III.
RENT

Section 3.01 Rental: Tenant shall pay to Landlord on the first day of each month after the Commencement Date, in advance, without any notice or demand, without any deduction, reduction, recoupment or set-off whatsoever, the monthly Minimum Rent and any Additional Rent commencing on the Commencement Date and continuing thereafter on the first day of each calendar month throughout the Term of this Lease.

ARTICLE IV.
TENANT'S WORK

Section 4.01 Tenant's Work: All work, if any, necessary or desirable to prepare and fixture the Premises shall be performed by Tenant at Tenant's expense. Tenant shall not make changes to the Premises without Landlord's prior written consent.

Section 4.02 Liens: Tenant shall promptly pay all persons furnishing labor or materials in connection with Tenant's Work. Tenant shall not suffer or permit any liens to be filed against the Premises or any portion of Landlord's Property or any portion thereof or against Tenant's leasehold estate therein, by reason of any work, labor, material or services done for, or supplied to or claimed to have been done for or supplied to Tenant or anyone claiming by, through or under Tenant. If any such lien shall be filed, Tenant shall, within twenty (20) days after notice from Landlord of the filing thereof, cause such lien to be vacated and canceled of record. If Tenant fails to vacate or cause the release of any lien within the twenty (20) day period, in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, vacate or release such lien. Tenant shall reimburse Landlord as Additional Rent all reasonable sums incurred by Landlord in connection therewith, including, but not limited to, Landlord's costs, expenses, attorney's fees, together with interest thereon.

ARTICLE V.
USE AND OPERATION OF THE PREMISES

Section 5.01 Use of the Premises: Tenant shall use and occupy the Premises for any purpose not prohibited by law including, without limitation, that set forth in Section 1.01(b) of this Lease.

Section 5.02 Compliance with Laws: Tenant shall comply with all rules, regulation and laws of any governmental authority with respect to use and occupancy and shall keep the Premises in a neat and orderly condition.

Section 5.03 Cleaning and Refuse: Tenant shall keep the Premises clean and keep all garbage, trash, rubbish or other refuse in sealed containers within the interior of the Premises and shall remove and dispose of such garbage, trash, rubbish and refuse from the Premises as necessary.

Section 5.04 Pest Control: Tenant shall keep the Premises free from all pests, insects and vermin and shall arrange for appropriate extermination on a regular basis.

Section 5.05 Hazardous Substances: (a) Tenant shall not cause or permit any Hazardous Substances to be used, stored, generated or disposed of on, in or from the Premises by Tenant, its agents, employees, contractors, or licensees, without Landlord's prior consent, which may be withheld in Landlord's sole and uncontrolled discretion. Tenant agrees to indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, causes of action, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys fees, consultant and expert fees) arising during or after the Lease Term from or in connection with Tenant's breach of the foregoing covenants and representations or the presence, suspected presence, use, generation, storage, release or disposal of Hazardous Substances unless the Hazardous Substances are present solely as the result of negligence, willful misconduct or other acts of Landlord. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the site or any required repair, cleanup, removal, detoxification, restoration or closure mandated by federal, state or local agency or political subdivision.

(b) "Hazardous Substances" shall include but is not limited to substances defined as "Hazardous Substances," "Hazardous Materials,"or "Toxic Substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) by the Superfund Amendments and Reauthorization Act of 1986 (SARA), 42 U.S.C Section 9601, et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et. seq.; the Resources and Recovery Act, 42 U.S.C. Section 6901, et. seq.; the Toxic Substance Control Act, the Clean Air Act, the Clean Water Act, the Oil Pollution Act, the Safe Drinking Water Act, and those substances defined as hazardous, toxic, hazardous waste, toxic wastes, PCB’s, Asbestos, Radon or as hazardous or toxic substances by any law or statute now or after this date in effect in the State of Texas or in the United States; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "environmental laws").

(c) Provisions relating to hazardous substances shall survive the expiration or termination of this lease.

Section 5.06 Parking: During the Term of the Lease, Landlord shall, without additional charge to Tenant (other than as provided above), provide and maintain for the use of Tenant, Tenant’s employees, invitees, and guests, the non-exclusive use of the paved automobile parking area located adjacent to the Premises.

ARTICLE VI.
INSURANCE AND INDEMNITY

Section 6.01 Tenant's Insurance: Tenant shall during the Term of this Lease, at its sole cost and expense, keep all furniture, fixtures and equipment owned by Tenant insured to the extent of 100% of its full insurable value thereof against loss or damage by fire, with extended coverage. Tenant further agrees to obtain and maintain, during the term of this lease, at its sole cost and expense, comprehensive general liability insurance on the Premises with a combined single limit of one million ($1,000,000.) dollars. Such insurance policy or policies shall be issued by a company licensed to do business in Texas with a Best's rating of at least "A". Each policy shall be written in the name of Tenant, and shall name Landlord and any other parties in interest designated by Landlord as additional insureds. The coverage limits of each policy may be adjusted from time to time as reasonably required by Landlord.

Section 6.02 Certificate of Insurance: Within thirty (30) days from the Commencement Date and at least fifteen (15) days prior to the expiration of each policy, Tenant shall provide the Landlord with a certificate of insurance evidencing each policy required under this lease and the payment of premiums. Tenant shall use best efforts to obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to any cancellation, amendment or modification of a policy.

Section 6.03 Indemnification: Tenant agrees to indemnify, defend and save harmless Landlord from any claims, liabilities, losses, damages and expenses to any person or property happening in the Premises except for those claims and losses caused in whole or in part by the negligence or misconduct of Landlord, its Agents, contractors or employees. Likewise, to the extent allowed by law, Landlord agrees to indemnify, defend and save harmless Tenant from any claims, liabilities, losses, damages and expenses to any person or property happening on any common area (including without limitation, parking area, sidewalks, ramps and service areas) of Landlord's Property except for those claims and losses due to the negligence of Tenant, its agents, contractors or employees.

Section 6.04 Waiver of Subrogation: Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto, or against any other Tenant or occupant of Landlord's Property, for any losses of, or damage to the other party or any person or entity claiming through the other party. To preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to any insurance company or any other person, the parties agree immediately to give each insurance company issuing a policy of insurance covering all risks of direct physical loss, written notice of the mutual waiver contained in this paragraph and to have said insurance policies properly endorsed to prevent the invalidation of such insurance coverage by reason of these waivers. Each party shall provide the other annually with evidence that its policies have been so endorsed.

Section 6.05 Survival: This Article 8 shall survive the expiration or earlier termination of this Lease.

ARTICLE VII.
UTILITIES

Section 7.01 Utilities and Services: Except for Landlord's negligent or otherwise tortious acts, Landlord shall have no liability to Tenant or any other party for any inadequacy, cessation, or interruption of any Utilities. Tenant shall not install or utilize any equipment which may or will exceed or overload the capacity of any Utilities furnished or servicing the Premises or Landlord's Property.

ARTICLE VIII.
MAINTENANCE AND REPAIRS

Section 8.01 Landlord's Obligations: Landlord shall make all structural repairs to the Premises, including but not limited to the foundation, load bearing walls and roof. In addition, Landlord shall maintain the underground and otherwise concealed plumbing and the exterior surface of outside walls, excluding window glass, and plate glass unless such glass damage is caused by structural shifts and shall keep in good order, condition and repair the down spouts and gutters of the building of which the Premises is a part.

Section 8.02 Tenant's Obligations: Tenant, at its sole cost and expense, shall maintain in good repair and condition the exposed plumbing, window glass, plate glass, doors, interior walls and floors, ceilings, equipment, light bulbs, and interior surfaces of the Premises.

Section 8.03 HVAC: The Landlord shall at all times during the Term of this Lease be responsible for paying for any and all necessary repairs to the heating, ventilating and air conditioning equipment.

Section 8.04 Landlord's Performance of Tenant's Obligations: If Tenant fails to promptly perform its obligations as set forth in this Article, or if any repairs, replacement, rebuilding, painting, cleaning or maintenance to Landlord's Property are made necessary by any act or omission of Tenant, its agents, employees, contractors, licensees, guests, and invitees, Landlord may, but shall not be obligated to, perform or cause to be performed such repairs, replacement, rebuilding, painting, cleaning, or maintenance, without any liability to Tenant for any damage caused thereby, and Tenant shall pay to Landlord the reasonable costs incurred by Landlord due to Tenant's default.

ARTICLE IX.
CASUALTY

Section 9.01 Extensive Destruction: In the event that due to casualty, more than fifty percent (50%) of Landlord's Property is damaged or destroyed such that it impairs access to the Premises or otherwise affects the usefulness of the Premises, Tenant shall give Landlord written notice of such damage or destruction within a reasonable time. If the damage or destruction caused by such casualty cannot be rebuilt or repaired completely within one hundred eighty (180) days from the date of such casualty, then Tenant or Landlord, at either's option, may, within ninety (90) days from the date of casualty, terminate this Lease on written notice to the other party and rent and all additional charges shall be abated as of the date of the casualty.

Section 9.02 Partial Destruction: If it is determined that the damage or destruction can be completely rebuilt or repaired within one hundred eighty (180) days from the date of such casualty, or if Tenant and Landlord elect not to terminate the Lease as provided above, then Landlord will with all due diligence, at its own expense, repair or restore the Premises such that the Premises shall be in substantially the same condition as originally delivered to Tenant. Tenant, at its own expense, shall repair or replace its merchandise, trade fixtures, furnishings, equipment and such other items in a manner and to a condition at least equal to that existing prior to the occurrence of the casualty.

Section 9.03 Abatement of Minimum Rent: If the Premises shall be partially or totally damaged by a casualty, Minimum Rent shall be abated in proportion to the gross leasable area of the Premises rendered untenantable by the casualty and thereafter not actually used by Tenant for the conduct of its business, such abatement to commence on the date of the casualty and to continue until the earlier to occur of (i) fifteen (15) days after the date of substantial completion of Landlord's restoration work, or (ii) the date Tenant shall occupy all or such respective portion of the Premises for the conduct of its business. No abatement shall occur if Tenant continues to use the damaged area. No damages, compensation or claim shall be payable to Tenant for inconvenience, loss of business, or annoyance arising from or relating to any casualty or restoration work relating thereto.

ARTICLE X.
ASSIGNMENT AND SUBLETTING

Section 10.01 No Assignment or Subletting: Tenant shall not assign or in any manner transfer, mortgage or encumber this Lease or any estate or interest therein, nor lease or sublet the Premises or any part thereof or any right or privilege appurtenant thereto, nor allow anyone to conduct business at, upon or from the Premises or to come in, by, through or under it, in all cases either by the voluntary or involuntary act of Tenant or by operation of law or otherwise without the prior written consent of Landlord. Any assignment, subletting, transfer or other act prohibited under this Section shall be null and void and constitute a default under this Lease. Landlord's consent to assign or sublet shall in no way operate to release Tenant from its liabilities and obligations hereunder from and after the date of such assignment or sublease.

ARTICLE XI.
DEFAULT

Section 11.01 Tenant's Default: Tenant shall be in default under this Lease if Tenant fails to perform any obligation under this Lease and such failure continues for a ten (10) day period after Tenant receives written notice from Landlord to Tenant specifying wherein Tenant has failed to perform such material obligation; provided, however, that if the nature of Tenant's obligation is such that more than ten (10) days are required for performance then Tenant shall not be in default if Tenant commences performance within such ten (10) day period and thereafter diligently prosecutes the same to completion.

Section 11.02 Landlord's Remedies for Tenant's Default: If an event of default as specified above occurs, Landlord may as its remedy, elect any of the following remedies, collectively or individually:

(a) Landlord may terminate Tenant’s right to possession of the Premises by giving Tenant written notice to vacate the Premises on or before a specified date in such notice. Landlord agrees to give Tenant at least three (3) days to vacate the Premises prior to instituting eviction proceedings in a court of law. Landlord shall make reasonable efforts to relet the Premises and receive the rent therefor and Tenant shall be liable to Landlord for (i) any unpaid rent that had been earned by Landlord at the time Landlord entered into possession of the Premises; (ii) each monthly installment of rent as it becomes due or, at Landlord's option, the entire amount of rent that would have been payable by Tenant under the Term of this Lease had Tenant’s possession not been terminated, provided that any rentals received by Landlord resulting from its efforts to relet the Premises shall be credited to Tenant; and (iii) the reasonable costs incurred by Landlord to relet the Premises.

(b) Landlord may, following ten (10) days written notice of default to Tenant, cure Tenant's default for the account of and at the expense of Tenant in which case Tenant shall reimburse Landlord for the reasonable cost of curing Tenant's default as Additional Rent, payable upon billing.

(c) Landlord may enter upon and take possession of the Premises without becoming liable to Tenant for damages resulting therefrom. In such event, Landlord shall make reasonable efforts to relet the Premises and receive the rent therefor and Tenant shall be liable to Landlord for (i) any unpaid rent that had been earned by Landlord at the time Landlord entered into possession of the Premises; (ii) each monthly installment of rent as it becomes due or, at Landlord's option, the entire amount of rent that would have been payable by Tenant under the Term of this Lease had Tenant’s possession not been terminated, provided that any rentals received by Landlord resulting from its efforts to relet the Premises shall be credited to Tenant; and (iii) the reasonable costs incurred by Landlord to relet the Premises.

Section 11.03 Landlord's Other Remedies: The remedies provided to Landlord under this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled at any time, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not provided for in this Lease.

Section 11.04 Landlord's Default: Landlord shall be in default if Landlord fails to perform obligations required of Landlord under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

ARTICLE XII.
LANDLORD'S RIGHT OF ENTRY

Section 12.01 Landlord's Right of Entry: Landlord may enter the Premises after delivery of possession for the purposes specified herein. Landlord expressly reserves the right upon reasonable notice to Tenant to enter the Premises and display a notice or sign "FOR RENT" at any time within three months prior to the expiration of this lease, and to maintain the same as placed; to exhibit the Premises to prospective tenants; and to show the Premises to prospective purchasers or lenders. Any entry after delivery of Possession shall be conducted with due regard for the activities being conducted in the Premises by Tenant. Except in an emergency, no entry after delivery of possession shall unreasonably interfere with the conduct of Tenant's business.

ARTICLE XIII.

LANDLORD'S LIABILITY

Section 13.01 Transfer of Landlord's Interest: In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the transferee.

ARTICLE XIV.
MISCELLANEOUS

Section 14.01 Surrender of Premises: Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Premises in good order, broom clean, normal wear and tear excepted, to the Landlord. Subject to the other terms of this Lease, Tenant shall, at its expense, remove all property of Tenant, all alterations to the Demised Premises not wanted by Landlord and repair damage caused by such removal and return the Premises to the condition in which they were prior to the installation of the article so removed. References to Landlord in this lease also embrace its employees, contractors, and subcontractors and employees of its contractors and subcontractors.

Section 14.02 Notices: (a) All notices required to be given to Landlord shall be sent by certified mail to, and all rent payments shall be made to Landlord at the following address, and to such other addresses as Landlord may direct from time to time by written notice forwarded to Tenant:

The City of Celina
142 N. Ohio
Celina, Texas 75009

(b) All notices required to be given to Tenant shall be sent by certified mail to Tenant at the following address, or to such other addresses as Tenant may direct from time to time by written notice forwarded to Landlord:

First United Methodist Church of Celina
112 N. Colorado St.
Celina, Texas 75009

(c) Notice given to Tenant pursuant to the subsection (b) shall be conclusively deemed to have been received by Tenant, and any applicable time periods shall begin to run when such notice is deposited in the United States mail, postage prepaid and addressed to Tenant at the address set forth in (b). The affidavit of a person knowledgeable of the facts to the effect that service as set forth herein was completed, is prima facie evidence of service.

Section 14.03 Construction of Terms: Words of any gender used in this Lease shall be construed to include any other gender, words in the singular number shall be construed to include the plural and words in the plural number shall be construed to include the singular, when the context or sense of this Lease requires.

Section 14.04 Attorney's Fees and Costs: In the event either party brings suit to enforce or interpret any part of this Lease, the prevailing party shall be entitled to recover as an element of its cost of suit, all reasonable attorney's fees actually incurred.

Section 14.05 No Waiver: No action or inaction by Landlord shall constitute a waiver of a default and no waiver of default shall be effective unless it is in writing and signed by the Landlord. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any terms, covenants or conditions of this Lease. If Tenant assigns or transfers his interest in this Lease contrary to the terms of this Lease, any acceptance by Landlord of such assignee's or transferee's payment shall not be deemed to be a waiver of the restrictions set forth in Article XI.

Section 14.06 Subordination: This Lease shall be subordinate to any Deeds of Trust or mortgages that are now, or may hereafter be, placed upon the Premises and to any and all advances to be made thereunder, and to the interest thereon. Upon the request of Landlord, Tenant shall execute whatever instruments may be reasonably required by Landlord or by any Beneficiary or Mortgagee to carry out the intent of this Section and, in addition, shall execute and deliver such further instruments containing modifications of this Lease, so long as such modifications do not increase Tenant's monetary obligations under this Lease or decrease Tenant's rights or privileges under this Lease.

Section 14.07 Holding Over: If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month at a holdover Minimum Rent equal to one hundred fifty percent (150%) of the Minimum Rent in effect during the last Lease Year immediately preceding such holdover and otherwise subject to all of the terms and conditions of this Lease. Landlord or Tenant may terminate such holdover tenancy by giving notice to the other at least thirty (30) days in advance of the date specified in such notice when such tenancy will terminate.

Section 14.08 Entire Agreement: This Lease and the exhibits, rider and/or addenda, if any, attached contain all covenants and agreements between Landlord and Tenant relating in any manner to the rental, and occupancy of the Premises and the other matters set forth in this Lease. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect; and, the covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by Landlord and Tenant.

Section 14.09 Laws Governing Lease: This Lease shall be governed by and construed in accordance with the laws of the State of Texas. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Lease shall be valid and enforceable to the fullest extent provided by law. It is agreed that in the construction and interpretation of the terms of this Lease any rule of construction that a document is to be construed most strictly against the party who prepared the same shall not apply, it being agreed that both parties hereto have participated in the preparation of the final form of this Lease. Time is of the essence in this Lease.

Section 14.10 Lease Binds and Inures: This Lease shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

Section 14.11 Force Majeure: Neither Landlord nor Tenant shall be required to perform any term, condition, or covenant in this lease so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of and which by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome.

Section 14.12 Corporate Authority: The person executing this Lease on behalf of Tenant does hereby represent and warrant to Landlord that Tenant is a duly incorporated and validly existing corporation, that Tenant has and is qualified to do business in the State of Texas, that Tenant has the full right, power and authority to enter into and perform this Lease, and that each person signing this Lease on behalf of Tenant is authorized to do so and to bind Tenant to the terms of this Lease and agrees to be personally liable in the event of corporate default.

Section 14.13 Interest: If Tenant shall fail to pay when due any rents by the 10th day of the calendar month when said rents were due, then Tenant shall pay to Landlord, interest on the unpaid rents, such interest accruing at the rate of twelve percent (12%) per annum or the highest rate permitted by law, whichever is less, from the due date until paid.

Section 14.14 Agent: Landlord agrees to pay commissions to brokerage firm(s) representing the parties to this transaction based on agreement in place by and between the Landlord and the Listing Broker.

Section 14.15 Estoppel Certificates: Upon Landlord's request, Tenant shall execute and deliver estoppel certificates or similar instruments stating the absence of default by either party under the lease, the date through which rent has been paid, the absence or existence of any modification of this lease, or other matters reasonably requested by Landlord.

Section 14.16 Effective Date: The effective date for the purposes of this lease shall be the last date on which this lease is signed by either Landlord or Tenant.

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IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date first above written.

SIGNED:

LANDLORD:

City of Celina, Texas

By:
SEAN TERRY
Its: Mayor, City of Celina, Texas

Date Signed:________________________________

TENANT:

First United Methodist Church of Celina

By:

Date Signed:________________________________