



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, OCTOBER 11, 2016 AT 5:00 PM**

AGENDA

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

- A. Employee Introductions, Recognitions, Promotions (Dev Services, Engineering, Public Works, Fire, Police)
- B. Parkfest Update (Montgomery)
- C. Solid Waste Collection Discussion (Montgomery)
- D. Discussion regarding any and/or all agenda items

III. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- A. Police Chief and Fire Chief

Reconvene into Open Session

- B. Consider and act upon any items discussed in Executive Session.

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

- A. American Planning Association Award of Excellence, National Planning Month (Liebman)
- B. Fire Prevention Month (Metdker)

VI. OPEN FORUM:

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

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

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

A. Minutes Approval:

1. City Council - Regular Meeting - Sep 13, 2016 5:00 PM
2. City Council - Special Meeting - Sep 22, 2016 5:30 PM
3. City Council - Special Meeting - Oct 3, 2016 6:00 PM

B. Consider and act upon an Interlocal Dispatch Services Agreement by and between the City of Celina and Collin County. (Griggs)

C. Consider and act upon Interlocal Agreements by and between the City of Celina and Collin County for Animal Control Services and Animal Shelter Use. (Faulkner)

D. Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting the 2016 Certified Tax Roll for the City of Celina. (Toutounchian)

E. Consider and act to authorize the City Manager to execute a contract between the City of Celina and Patterson Professional Group in the amount of \$75,000.00 for the rehabilitation of the Willock Hills Lift Station. (Fourmentin)

F. Consider and act to authorize the City Manager to execute an agreement between the Texas Department of Transportation and the City of Celina to contribute right of way funds for the widening of FM 455 at Cole's Branch. (Fourmentin)

G. Consider and act upon a contract by and between the City of Celina and Freese and Nichols and Associates for Professional Services related to the Design of the SE Sector Water Tower, Preston Road Water Line and CR 134 Water Line. (Johnson)

H. Consider and act to authorize the City Manager to execute a contract Change Order No. 1 with Kodiak Trenching and Boring, LLC in the amount of \$51,498.93 for the Construction of the Southeast Sector Sewer Lines for Phase 1. (Johnson)

I. Consider and act to authorize staff to sign a letter to TCEQ in support of a western regional WWTP as per the Wastewater Master Plan. (Johnson)

J. Consider and act to authorize the Mayor Pro-Tem to execute an Interlocal Agreement with Mustang SUD to serve the Sutton Fields tract. (Johnson)

- K. Consider and act upon a petition of voluntary annexation from Kirkman Engineering on Behalf of Old Celina LTD and Equity Trust Company Custodian Fbo Sherese Glendening, setting a date time and place (November 8, 2016 at 5:00 p.m. and November 8, 2016 at 5:05 p.m.) for public hearings on the proposed voluntary annexation of approximately 37.85 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 tracts 91-94, Collin County, Texas 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. (Old Celina Annexations) (Liebman)
- L. Consider and act upon a petition of voluntary annexation into the City Limits from Kirkman Engineering on behalf of Old Celina LTD and Equity Trust Company Custodian Fbo Sherese Glendening, setting a date, time and place (November 8, 2016 at 5:00 p.m. and November 8, 2016 at 5:05 p.m.) for public hearings on the proposed voluntary annexation of approximately 8.784 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 Tracts 95, 38 & 96. The properties are generally located west of Preston Road (SH 289) and east of the Burlington Northern Santa Fe Railroad. Act. (Old Celina Annexations) (Liebman)
- M. Consider and act upon a petition of voluntary annexation from Kirkman Engineering on behalf of Old Celina LTD, setting a date time and place (November 8, 2016 at 5:00 p.m. and November 8, 2016 at 5:05 p.m.) for public hearings on the proposed voluntary annexation of approximately 3.305 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 Sheet 2, Tract 2, Collin County Texas and a 0.95 acre tract of land situated in the B.B.B. and C. RR. Co Survey Abstract No. 132, Tract 20 Collin County, Texas. The properties are generally located west of Preston Road (SH 289) and east of the Burlington Northern Santa Fe Railroad. (Liebman) (Old Celina Annexations)
- N. Consider and act upon a petition of voluntary annexation from Kirkman Engineering on behalf of Old Celina LTD, setting a date, time, and place (November 8, 2016 at 5:00 p.m. and November 8, 2016 at 5:05 p.m.) for public hearings on the proposed voluntary annexation of approximately 186.653 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tracts 1 and 74; the Samuel Queen Survey, Abstract No. 731, Tract 7; the J.K. Rice Survey, Abstract No 767, Tract 2; and the H.C. Routh Survey, Abstract No. 765, Tract 11, Collin County, Texas. The property is generally located East of Preston Road (SH 289), and South of FM 455. (Old Celina Annexations) (Liebman)
- O. Consider and act upon a Final Plat for Prairie Crossing Right-of-Way (formerly CR 51), being a ± 2.769 acre tract of land situated in the John Ragsdale Survey, Abstract No 734. The tract is generally located west of the northwest corner of the BNSF Railroad and Frontier Parkway. (Light Farms Prairie Crossing Right-of-Way) (Liebman)
- P. Consider and act upon a Construction Plat for Creeks of Legacy, Phase 2B, a ± 19.823 acre tract of land situated in the F.D. Gary Survey, Abstract No. 361, containing eighty-three (83) residential lots and one (1) HOA lot. The property is generally located north of Frontier Parkway (CR 5), south of Driftwood Creek Trail and east of Doe Branch Boulevard. (Creeks of Legacy Phase 2B) (Liebman)
- Q. Consider and act on a Construction Plat for Ace Hardware, being a ± 1.734 acre tract of land situated in the Herrin Addition, Lot 1R, Block A and generally located north and east of S. Oklahoma Street (Business 289), south of Cherry Wood Lane, and west of Preston Road (SH 289), Celina, Texas. (Ace Hardware) (Liebman)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and act upon an ordinance of the City 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 an approximately 43.0 acre tract of land situated in the M. Wilhite Survey, Abstract No. 1008, Collin County, Texas, and generally located east of CR 83, west of CR 86 (future Coit Road), and north of CR 84, Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein, to be zoned PD, Planned Development District #74. (Ken Wood Tract Rezoning) (Liebman)
- B. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 10.00 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Block 4, Tract 86 Collin County, Texas, and generally located at the northeast corner of the BNSF Railroad and Frontier Parkway, Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned from AG, Agriculture zoning district to PD, Planned Development District #73, with a base zoning designation of I-1, Light Industrial zoning district. (Mahard Tract Rezoning) (Liebman)
- C. The Celina City Council will conduct a public hearing to consider testimony and act upon 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 115.503 acre tract of land situated in the M. Wilhite Survey, Abstract No. 1009, Collin County, Texas, and generally located south of Choate Parkway (CR 88), west of CR 86, and east of Wells North, Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned "PD" Planned Development District #72, with base zoning designations of SF-R, Single Family Residential zoning district, R/O, Retail/Office zoning district, and MU-2, Regional Mixed Use zoning district. (Celina Hills) (Liebman)
- D. The Celina City Council will conduct two (2) public hearings at 5:00 p.m. and 5:05 p.m. on the proposed voluntary annexation of two tracts of City-owned land within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and described as follows: being an approximately 70.000 acre tract of land situated in the Mary Howell Survey, Abstract No. 395, Collin County, Texas and generally located east of CR 90, north of the future alignment of Sunset Boulevard and west of FM 2478 (Custer Road); and being an approximately 30.778 acre tract of land situated in the Mary Howell Survey, Abstract No. 395, Collin County, Texas and generally located east of CR 90, north of the future alignment of Sunset Boulevard and west of FM 2478 (Custer Road), and the rights-of-way adjacent to these properties. (Hundred Acre Park Annexation) (Liebman)
- E. Consider and act upon a request from Centurion American Development Group for a Subdivision Ordinance Variance to Section 10.23.122(r)(5) Boundary Streets and Section 10.03.126 (f)(2) Streets, to allow certain portions of roadways adjacent to the Creeks of Legacy development to be constructed with future phases of development and/or to have funds placed in escrow for the future construction. The portions of roadways are CR 6 (Legacy Drive) located north of Frontier Parkway. (Creeks of Legacy Variance) (Liebman)

- F. The Celina City Council will conduct a public hearing to consider testimony regarding the proposed assessments to be levied against the assessable property within the Ownsby Farms Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±119.138 acre tract of land situated in the Collin County School Land Survey, Abstract No. 167 Collin County, Texas and located within the city limits of the City of Celina, Texas. The property is generally located south of CR 53, north of Frontier Parkway, west of Preston Road and east of the BNSF Railroad. (Ownsby Farms) (Liebman)

IX. ACTION ITEM:

- A. Consider and act to approve the purchase of the Danville Water Tower site along FM 2478 in the amount of \$47,500. (Johnson)
- B. Consider and act upon an ordinance amending Section 3.07.018 (9) of the Code of Ordinances regarding Kiosk Signs. (Liebman)
- C. Consider and act upon a resolution of the City Council of the City of Celina, Texas, declaring expectation to reimburse expenditures with proceeds of future debt. (Toutouchian)

X. ADJOURNMENT:

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

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

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

Date Notice Removed



**NOTICE OF
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS 112 N. COLORADO ST, CELINA, TX 75009
TUESDAY, SEPTEMBER 13, 2016 AT 5:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Pro Tem Anderson started the worksession without a quorum of the City Council present at 5:05 p.m. Mayor Pro Tem Anderson called the meeting to order at 5:15 p.m. with a quorum present.

Attendee Name	Organization	Title	Status	Arrived
Mindy Koehne	City of Celina	Place 5	Present	
Andy Hopkins	City of Celina	Place 3	Present	5:16 PM
Bill Webber	City of Celina	Place 1	Absent	
Carmen Roberts	City of Celina	Place 4	Present	5:08 PM
Chad Anderson	City of Celina	Place 6	Present	
Wayne Nabors	City of Celina	Place 2	Present	
Sean Terry	City of Celina	Mayor	Absent	

II. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Engineering Update (Johnson)

Director of Public Works and Engineering Gabe Johnson updated the City Council on various infrastructure projects around the city.

B. Employee Recognitions and Introductions, Planning Dept, Building Dept and Fire Dept

Mayor Pro Tem Anderson announced the awarding of a 2016 Certificate of Achievement for Planning Excellence to the Planning Department. Interim City Manager Helen-Eve Liebman announced the earning of Certified Building Official designation by Building Official Joel Huff and Senior Inspector Carlos Franzen. Senior Planner Brooks Wilson introduced new Planner Robyn Miga. Fire Chief Mark Metdker introduced new Assistant Fire Chief Shain Hunn and new Firefighter Philip Pongsatianwong.

C. TX DOT Landscaping Presentation for SH289 (Webb)

Stephen Copely with TX DOT reviewed the landscape plan for SH289 with the City Council.

D. Economic Development Corporation Budget (Rose)

EDC President Kyle Rose presented the FY2017 EDC budget to the City Council.

III. EXECUTIVE SESSION:

The City Council adjourned into Executive Session at 5:36 p.m. with City Attorney Lance Vanzant and Interim City Manager Helen-Eve Liebman.

Minutes Acceptance: Minutes of Sep 13, 2016 5:00 PM (Minutes Approval)

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.072, Deliberations Regarding Real Property, to deliberate the purchase, exchange, lease or value of real property.

- A. Contract with DK Meyer LLC for purchase of city owned property located at 1371 S. Preston Rd

Reconvene into Open Session

The City Council reconvened into open session at 6:00 p.m.

- B. Consider and act upon any items discussed in Executive session.

Councilwoman Koehne moved to authorize the City Attorney to proceed with the contract as explained in Executive Session.

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

IV. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Pro Tem Anderson led the pledges of Allegiance. Corbett Howard gave the invocation.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

Mayor Pro Tem Anderson presented the Constitution Week Proclamation to a member of the local Daughters of the American Revolution.

- A. Constitution Week

VI. OPEN FORUM:

Steven Lackie of 404 W. Walnut Street spoke to the City Council and asked for help regarding water run-off issues along FM 455 (W. Walnut) for himself and his neighbors allegedly caused by his crushed driveway culvert.

VII. CONSENT AGENDA:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Wayne Nabors, Place 2
SECONDER:	Carmen Roberts, Place 4
AYES:	Koehne, Hopkins, Roberts, Anderson, Nabors
ABSENT:	Webber

- A. Minutes Approval:

1. City Council - Regular Meeting - Aug 9, 2016 5:00 PM
2. City Council - Work Session - Aug 12, 2016 3:00 PM
3. City Council - Work Session - Aug 13, 2016 7:30 AM

Minutes Acceptance: Minutes of Sep 13, 2016 5:00 PM (Minutes Approval)

4. City Council - Public Hearing and Special Meeting - Aug 23, 2016 5:30 PM
5. City Council - Public Hearing and Special Meeting - Aug 30, 2016 5:30 PM
- B. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas, and Omar Stoutmire for an approximately 3.5014 acre tract of land situated in the Wilson Creek Estates Addition, Block A, Lot 1, and more commonly known as 3725 Bridle Bend, Prosper, Texas. (Stoutmire Pre-Annexation Agreement) (Liebman)
- C. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas, and John & Christine Rowland for an approximately 3.5013 acre tract of land situated in the Wilson Creek Estates Addition, Block A, Lot 2, and more commonly known as 3761 Bridle Bend, Prosper, Texas. (Rowland Pre-Annexation Agreement) (Liebman)
- D. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas, and James & Dana Herblin for an approximately 10.2286 acre tract of land situated In The Wilson Creek Estates Addition, Block A, Lots 3 and 3-1, and more commonly known as 3797 Bridle Bend, Prosper, Texas. (Herblin Pre-Annexation Agreement) (Liebman)
- E. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas, and John & Patricia Harbus-Le for an approximately 5.0002 acre tract of land situated in the Wilson Creek Estates Addition, Block A, Lot 4, and more commonly known as 3798 Bridle Bend, Prosper, Texas. (Harbus-Le Pre-Annexation Agreement) (Liebman)
- F. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas, and Michael & Kathleen Davidson for an approximately 1.00 acre tract of land and an approximately 2.7356 acre tract situated in the Wilson Creek Estates Addition, Block A, Lots 5 and 5-9, respectively, and more commonly known as 3790 Bridle Bend, Prosper, Texas. (Davidson Pre-Annexation Agreement) (Liebman)
- G. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas, and Randall & Kimberly Tinsley for an approximately 5.6197 acre tract of land situated in the Wilson Creek Estates Addition, Block A, Lot 6, and more commonly known as 3714 Bridle Bend, Prosper, Texas. (Tinsley Pre-Annexation Agreement) (Liebman)
- H. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas, and Michael Buster for an approximately 1.0 acre tract of land situated in the Wilson Creek Estates Addition, Block A, Lot 7, and an approximately 10.137 acre tract of land situated in the Wilson Creek Estates Addition, Block A, Lot 7-9, and more commonly known as 3656 Bridle Bend, Prosper, Texas. (Buster Pre-Annexation Agreement) (Liebman)
- I. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas, and James & Nina Gargus for an approximately 5.488 acre tract of land situated in the Wilson Creek Estates Addition, Block A, Lots 8 and 8-9, and more commonly known as 3622 Bridle Bend, Prosper, Texas. (Gargus Pre-Annexation Agreement) (Liebman)
- J. Consider and act upon a Chapter 43 Pre-Annexation Agreement between the City of Celina, Texas, Christopher Wesson Bosh, and Adrienne Bosh for approximately 43.000 acres situated in the McKinzie Wilhite Survey, Abstract No. 01008, Tract 3. (Bosh Pre-Annexation Agreement) (Liebman)

- K. Consider and act upon appointments to City Boards, Commissions and Development Corporations. (Faulkner)
- L. Consider and act upon an ordinance of the City Council of the City of Celina, Texas, annexing certain territory contiguous to and adjoining the City of Celina, Texas, to wit: being an approximately 31.117 acre tract of land situated in the Coleman Watson Survey, Abstract No. 945, Collin County, Texas, within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas. (Wilson Creek Estates Phase 2) (Liebman)

(2016-63)

- M. Consider and act upon a resolution of the City of Celina adopting the Collin County Hazard Mitigation Action Plan. (Metdker)

(2016-48R)

VIII. PUBLIC HEARING/ACTION:

- A. The Celina City Council will conduct a public hearing to consider testimony and receive public input regarding the proposed FY2017 Budget. Toutouchian

Director of Finance Jay Toutouchian presented the budget to the City Council. Mayor Pro Tem Anderson opened the hearing at 6:11 p.m. No public comment was received. The hearing was closed at 6:20 p.m.

- B. The Celina City Council will conduct a public hearing to consider and discuss the proposed assessments to be levied against the assessable property within the Ownsby Farms Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±119.138 acre tract of land situated in the Collin County School Land Survey, Abstract No. 167 Collin County, Texas and located within the City limits of the City of Celina, Texas. The property is generally located south of CR 53, north of Frontier Parkway, west of Preston Road and East of the BNSF Railroad on a tract of land situated in the Collin County School Land Survey, Abstract No. 167 Collin County, Texas. (Ownsby Farms) (Liebman)

Mayor Pro Tem Anderson opened the hearing at 6:20 p.m. No public comment was received. Councilman Hopkins moved to continue the hearing to October 11th.

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

- C. The Celina City Council will conduct a public hearing to provide reasonable opportunity for any owner of property within the proposed Ownsby Farms Increment Reinvestment Zone to protest the inclusion of their property within the proposed reinvestment zone, which consists of an approximately ±119.138 acre tract of land located in the Collin County School Land Survey, Abstract No. 167 Celina, Texas. Following the public hearing the city will take action on an ordinance 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 Reinvestment Zone Number Seven, City of Celina (Ownsby Farms) The property is generally located south of CR 53, north of Frontier Parkway, west of Preston Road and East of the BNSF Railroad. (Liebman) (Ownsby Farms).

(2016-64) Mayor Pro Tem Anderson opened the hearing at 6:22 p.m. No public comment was received.

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

IX. ACTION ITEM:

- A. Consider and act upon a Development Agreement between the City of Celina, Texas and Centurion American Development Group for Ownsby Farms a subdivision within Celina, Texas Generally located west of SH 289 (Preston Road), north of CR 5 (Frontier Parkway), south and east of CR 53 and consisting of approximately 113.548 acre of land. (Liebman)

RESULT: NO ACTION

- B. Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the fiscal year 2016/2017 budget for the Celina Economic Development Corporation. (Toutouchian)

(2016-49R)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Carmen Roberts, Place 4
AYES: Koehne, Hopkins, Roberts, Anderson, Nabors
ABSENT: Webber

- C. Consider and act upon a resolution of the City of Celina, Texas, ratifying and approving the fiscal year 2016/2017 budget for the Celina Community Development Corporation. (Toutouchian)

(2016-50R)

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

- D. Consider and act upon an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2017 beginning October 1, 2016, and ending September 30, 2017, and making appropriations for each department, project and account; providing for expenditures of funds; providing for filing of documents. (Roll Call) Toutouchian

(2016-65) Councilman Nabors moved to approve an ordinance of the City of Celina, Texas, adopting and approving the budget for the Fiscal Year 2017 beginning October 1, 2016, and ending September 30, 2017, and making appropriations for each department, project and account; providing for expenditure of funds; providing for filing of documents. Mayor Pro Tem Anderson called the roll for a vote.

Minutes Acceptance: Minutes of Sep 13, 2016 5:00 PM (Minutes Approval)

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

- E. Consider and act upon ratification of a property tax rate increase reflected in the FY2017 budget. (Roll Call) Toutounchian

Councilman Hopkins moved to approve ratification of a property tax rate increase reflected in the FY 2017 budget. Mayor Pro Tem Anderson called the roll for a vote.

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

- F. 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, 2016, and ending September 30, 2017, 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 4.36 percent and will raise taxes for maintenance and operations on a \$100,00 home by approximately \$-10.24; 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/Collectors. (Roll Call) Toutounchian.

(2016-66) Councilwoman Koehne moved to approve an ordinance of the City of Celina, Texas, fixing and levying municipal Ad Valorem taxes for the fiscal year beginning October 1, 2016, and ending September 30, 2017, and for each fiscal year thereafter until otherwise provided, at a rate \$.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 raise by 4.36 percent and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$-10.24; 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/Collectors. Mayor Pro Tem Anderson called the roll for a vote.

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

- G. Consider and act upon approval of the 2016 Annual Service Plan update including the collection of the 2016-17 annual installments for the Parks at Wilson Creek Public Improvement District. (Toutounchian)

Abdi Yassin with Municap explained the Annual Service Plan updates for both items G and H.

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

- H. Consider and act upon approval of the 2016 Annual Service Plan update including the collection of the 2016-17 annual installments for the Mustang Lakes Public Improvement District. (Toutounchian)

RESULT: APPROVED [UNANIMOUS]
MOVER: Wayne Nabors, Place 2
SECONDER: Carmen Roberts, Place 4
AYES: Koehne, Hopkins, Roberts, Anderson, Nabors
ABSENT: Webber

X. ADJOURNMENT:

There being no further comment Mayor Pro Tem Anderson adjourned the meeting at 6:35 p.m.

 Sean Terry, Mayor

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

 Date Minutes Approved

Minutes Acceptance: Minutes of Sep 13, 2016 5:00 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
THURSDAY, SEPTEMBER 22, 2016 AT 5:30 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Attendee Name	Organization	Title	Status	Arrived
Mindy Koehne	City of Celina	Place 5	Present	
Andy Hopkins	City of Celina	Place 3	Present	
Bill Webber	City of Celina	Place 1	Present	
Carmen Roberts	City of Celina	Place 4	Present	
Chad Anderson	City of Celina	Place 6	Late	5:38 PM
Wayne Nabors	City of Celina	Place 2	Absent	
Sean Terry	City of Celina	Mayor	Present	

Mayor Terry called the meeting to order at 5:31 PM. A Quorum of the Economic Development Corporation was present and announced by President Kyle Rose. Other EDC members in attendance were Scott Stawski, Mindy Koehne and Carmen Roberts.

II. WORKSESSION:

A. Petty & Associates Presentation (Petty)

Mr. Petty introduced his wife and spoke to the City Council regarding their experience in facilitating major development projects for various cities.

B. Gigabit City Presentation (Stawski)

EDC Executive Director Corbett Howard introduced EDC Board Secretary Scott Stawski who gave an overview and next steps outline for the Gigabit City venture. EDC President Kyle Rose adjourned the EDC Board at 6:09 p.m. following Mr. Stawski's presentation.

III. EXECUTIVE SESSION:

The Celina City Council adjourned into Executive Session at 6:09 p.m. with City Attorney Lance Vanzant.

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

A. City Manager

B. Police Chief

Minutes Acceptance: Minutes of Sep 22, 2016 5:30 PM (Minutes Approval)

Reconvene into Open Session

The Celina City Council reconvened into open session at 6:35 p.m.

C. Consider and act upon any items discussed in Executive Session.

No action was taken out of executive session.

IV. CONSENT AGENDA:

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

- A. Consider and act upon a Construction Plat for Westgate Section Four, being approximately 2.521 acres situated in the M.E.P. and P. RY. Survey, Abstract No. 644, containing Twelve (12) residential lots. The property is generally located at the northwest corner of Utah Drive and West Sunset Boulevard. (Westgate Section 4) (Liebman)
- B. Consider and take action on a Final 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) (Liebman)

V. ACTION ITEMS:

- A. Consider and act upon a letter of agreement by and between the City of Celina and Petty & Associates, Inc., for development consulting services. (Terry)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carmen Roberts, Place 4
SECONDER:	Chad Anderson, Place 6
AYES:	Koehne, Hopkins, Webber, Roberts, Anderson
ABSENT:	Nabors

- B. Consider and act upon an appointment to the McKinney Urban Transit District. (Montgomery)
Councilwoman Roberts moved to appoint Michael Montgomery to the McKinney Urban Transit District.

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

VI. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:36 p.m.

Minutes Acceptance: Minutes of Sep 22, 2016 5:30 PM (Minutes Approval)

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Sep 22, 2016 5:30 PM (Minutes Approval)



**NOTICE OF
CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS 112 N. COLORADO ST., CELINA, TX 75009
MONDAY, OCTOBER 3, 2016 AT 6:00 PM**

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

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

II. EXECUTIVE SESSION:

The Celina City Council will convene into Executive Session pursuant to Texas Government Code 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

The City Council adjourned into Executive Session at 6:01 p.m. with City Attorney Lance Vanzant.

A. City Manager

Reconvene into open session

The City Council reconvened into open session at 6:15 p.m.

B. Consider and act upon any items discussed in Executive Session.

Councilman Nabors moved to enter into a contract for Interim City Manager with Rick Chaffin.

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

III. ADJOURNMENT:

There being no further comment Mayor Terry adjourned the meeting at 6:16 p.m.

Minutes Acceptance: Minutes of Oct 3, 2016 6:00 PM (Minutes Approval)

Sean Terry, Mayor

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

Date Minutes Approved

Minutes Acceptance: Minutes of Oct 3, 2016 6:00 PM (Minutes Approval)



Police Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Tony Griggs, Lieutenant
CC: Helen-Eve Liebman, Director of Planning and Dev Services
Date: October 11, 2016
Re: Interlocal Dispatch Services Agreement

Action Requested:

Consider and act upon an Interlocal Dispatch Services Agreement by and between the City of Celina and Collin County. (Griggs)

Background Information:

This action renews the City's emergency dispatch services for fiscal year 2017.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

The cost of services for FY 2017 is \$55,309.81.

Legal Review:

N/A

Supporting Documents:

Interlocal Agreement

Staff Recommendation:

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2016, by and between the City of Celina (the “City”) and Collin County, a political subdivision of the State of Texas (the “County”).

RECITALS

1. The County, through the Sheriff’s Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.
2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term “Dispatch Services” means all services necessary for the Collin County Sheriff’s Office to receive calls for law enforcement service within the City’s jurisdiction and to dispatch the City’s law enforcement personnel in response to such calls.

HOSTING SERVICES. The term “Hosting Services” means the County will store the City’s data as it relates to dispatch services.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on October 1, 2016, and shall continue in full force and effect through September 30, 2017.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

3.01 The County agrees to provide dispatch services through the Sheriff’s Office to the City in the same manner and under the same work schedule as such services

are provided in the operation of the County's law enforcement personnel.

3.02 Hosting Services. The County agrees to provide Hosting Services to the City and that it will provide 95% uptime availability of the service as covered herein.

3.03 Scheduled Maintenance: The City hereby acknowledges that the County may, from time to time, perform maintenance service on the County network, with or without notice to the City, which may result in the unavailability of the County network. Emergency maintenance and maintenance for which the County has not given the City notice in accordance with this Agreement shall not be deemed scheduled maintenance for purposes of this Agreement. The County will make every effort to notify the City prior to scheduled maintenance. Notice may be given in various forms including but not limited to email notice and/or phone call.

3.04 Hosted Data Ownership. The City shall have sole ownership of the City's hosted data and the County shall make no claim to ownership of City's hosted data.

3.05 Hosted Data Back Up. The County will back up the City's hosted data on a daily basis. All data backups will meet Criminal Justice Information Systems (CJIS) requirements. Every effort is made to ensure the reliability of the backed up data in the event that it would be necessary to restore a database. The County, however, makes no guaranties that the backed up database will be error free. Upon request, the County will provide to the City a current database backup that can be restored to an alternate location to verify the contents and confirm the quality of the backup. All services required to provide the City's data and/or verify data will be provided in accordance with the County's current rates.

3.06 VPN Agreement. For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for the Virtual Private Network (VPN) and return to County to the address in 9.02 item (C). No access will be given to user unless County has received a VPN Agreement.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2017 in the amount of \$55,309.81 shall be paid by the City in quarterly installments of \$13,827.45 during the term hereof. This amount is based upon the prior year call volume at the rate of \$6.68 per radio incident.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating, as liquidated damages to cover the County's anticipated costs for staffing and equipment to provide services hereunder.

5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

SECTION 6. CIVIL LIABILITY

6.01 Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this agreement.

6.02 The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

(A) Collin County, to:
Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071

(B) If to the City, to:

(C) Collin County, Virtual Private Network (VPN) to:
Information Technology Department
2300 Bloomdale #3198
McKinney, Texas 75071

Or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

“COUNTY”

COLLIN COUNTY, TEXAS

BY: _____

TITLE: _____

DATE: _____

“CITY”

BY: _____

TITLE: _____

DATE: _____

Attachment: Celina New Dispatch Agreement(2) (1777 : Dispatch Services)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Helen-Eve Liebman, Director of Planning and Dev Services
Date: October 11, 2016
Re: Animal Services

Action Requested:

Consider and act upon Interlocal Agreements by and between the City of Celina and Collin County for Animal Control Services and Animal Shelter Use. (Faulkner)

Background Information:

This annual action extends Animal Control Services and Animal Shelter Use Agreements for one year with Collin County.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Animal Control Renewal
Animal Shelter Renewal

Staff Recommendation:



Contract Amendment Ten (10)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 310
McKinney, TX 75071
972-548-416

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

Effective Date 10/1/2016
Contract No. 01357-09
Contract Interlocal Agreement for Animal Control Services

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

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Extension of agreement for a one (1) year period as provided for in section 5.0 of the contract documents.
Agreement shall be in effect from October 1, 2016, continuing through and including September 30, 2017.

Total amount for fiscal year 2017: \$ 21,327.00

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

ACCEPTED BY:

CITY OF CELINA

142 N. Ohio St.
Celina, TX 75009

SIGNATURE

TITLE:

DATE:

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

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

Michalyn Rains, CPPO, CPPB

Purchasing Agent

DATE:

Attachment: Animal Control Agreement (1776 : Animal Services)



Contract Amendment Ten (10)

Office of the Purchasing Agent
 Collin County Administration Building
 2300 Bloomdale Rd, Ste 316
 McKinney, TX 7507
 972-548-4165

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

Effective Date 10/1/2016
 Contract No. 06668-09
 Contract Interlocal Agreement for the Facility
 Construction and Use of an Animal Shelter
 in Collin County

Awarded by Court Order No.:			<u>2006-891-09-26</u>
Contract Amendment No.:	<u>1</u>	Court Order No.	<u>2007-903-10-09</u>
Contract Amendment No.:	<u>2</u>	Court Order No.	<u>2009-012-01-12</u>
Contract Amendment No.:	<u>3</u>	Court Order No.	<u>2009-556-07-27</u>
Contract Amendment No.:	<u>4</u>	Court Order No.	<u>2010-918-11-08</u>
Contract Amendment No.:	<u>5</u>	Court Order No.	<u>2011-562-08-15</u>
Contract Amendment No.:	<u>6</u>	Court Order No.	<u>2012-902-12-10</u>
Contract Amendment No.:	<u>7</u>	Court Order No.	<u>2013-942-11-11</u>
Contract Amendment No.:	<u>8</u>	Court Order No.	<u>2014-990-12-15</u>
Contract Amendment No.:	<u>9</u>	Court Order No.	<u>2016-016-01-04</u>
Contract Amendment No.:	<u>10</u>	Court Order No.	

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Agreement shall be in effect from October 1, 2016, continuing through and including September 30, 2017 at the below rate:

Total amount for fiscal year 2017: \$ 10,697.00

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

ACCEPTED BY:

CITY OF CELINA

142 N. Ohio St.
 Celina, TX 75009

SIGNATURE

TITLE:

DATE:

ACCEPTED AND AUTHORIZED BY
 AUTHORITY OF COLLIN COUNTY
 COMMISSIONERS' COURT

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

Michalyn Rains, CPPO, CPPB

Purchasing Agent

DATE:

Attachment: Animal Shelter Agreement (1776 : Animal Services)



City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
CC: Helen-Eve Liebman, Director of Planning and Dev Services
Date: October 11, 2016
Re: 2016 Certified Tax Roll

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, accepting the 2016 Certified Tax Roll for the City of Celina. (Toutounchian)

Background Information:

This annually occurring action approves the 2016 Certified Tax Roll as required by Texas Tax Code.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

Resolution
2016 Certified Tax Roll

Staff Recommendation:

**CITY OF CELINA
RESOLUTION NO. 2016- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS,
ACCEPTING THE 2016 CERTIFIED TAX ROLL FOR THE CITY OF CELINA;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Celina, Texas (the “City”) is a Home Rule Municipality located in Collin County and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the City of Celina Home Rule Charter; and

WHEREAS, the City Council has received and reviewed the 2016 certified property tax rolls submitted by the Collin County Appraisal District, attached hereto as exhibit “A”; and

WHEREAS, a budget appropriating revenues generated by the collection of ad valorem taxes for the use and support of the municipal government of the City of Celina has been approved and adopted by the City Council as required by Title Four (4), Section 102.009 of the Texas Local Government Code.

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

Section 1. The certified tax roll prepared and submitted by the Chief Appraiser for the Collin County Appraisal District, reflecting an adjusted property tax base of \$____,____.00 is hereby accepted by the Celina City Council.

Section 2. This Resolution shall take effect from and after its date of passage in accordance with law, and it is accordingly so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
CELINA, TEXAS**, this 11th day of October, 2016.

Sean Terry, Mayor

Vicki Faulkner, City Secretary

City Attorney

Attachment: 2016- R 2016 Certified Tax Roll (1775 : Tax Roll)



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Helen-Eve Liebman, Director of Planning and Dev Services
Date: October 11, 2016
Re: Willock Hills Lift Station Improvement Project

Action Requested:

Consider and act to authorize the City Manager to execute a contract between the City of Celina and Patterson Professional Group in the amount of \$75,000.00 for the rehabilitation of the Willock Hills Lift Station. (Fourmentin)

Background Information:

This rehabilitation project will remove and replace the existing pumps, rails, electrical control panel, and discharge piping at the existing pump station. The equipment will be replaced with in-kind, similar sized equipment. The control panel will also be replaced utilizing the specifications of recent panel upgrades at various lift stations throughout the City.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Budgeted in line item 202-522-03-5600

Legal Review:

City Attorney has reviewed the contract

Supporting Documents:

Letter of recommendation
Bid tabulation
Contract

Staff Recommendation:

Approve



3010 Gaylord Parkway
Suite 190
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

9/29/2016

Mr. Alan Fourmentin
Public Works Director
City of Celina
10165 CR 106
Celina, TX 75009

Re: Celina Willock Hills Lift Station Improvements
Recommendation of Award

Dear Mr. Fourmentin:

Bids were received for the Celina Willock Hills Lift Station Improvements project at the Public Works office at 3:00 PM on September 27, 2016. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of 4 bids were received on the project. Patterson Professional Services submitted the low bid for the project in the amount of \$70,000. The Engineer's Opinion of Probable Cost was \$70,827.

We believe that the bid submitted by Patterson Professional Services represents a good value for the City of Celina. We recommend that the construction contract for the Celina Willock Hills Lift Station be awarded to Patterson Professional Services.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

A handwritten signature in blue ink that reads 'Lance Klement'.

Lance Klement, P.E.
Project Manager

Attachments: Bid Tabulation

Attachment: Letter of Recommendation-Bid Tab (1779 : Willock Hills Lift Station Improvement Project)



Bid Tabulation

Celina Willock Hills Lift Station Improvements

Contractors	Patterson Professional Services	Dickerson Construction	Felix Construction	J.S. Haren Company
Acknowledgement of All Addenda	Yes	Yes	Yes	Yes
Bid contains the following forms:				
1. Bid Bond	Yes	Yes	Yes	Yes
2. Bid Form	Yes	Yes	Yes	Yes
3. List of Proposed Subcontractors	None listed	None listed	Yes	None listed
4. Conflict of Interest	Yes*	Yes	Yes	Yes
5. Power of Attorney	Yes	Yes	No	Yes
6. Bidder Qualification Statement	Yes	Yes	Yes	Yes
7. Equipment List	Yes	Yes	Yes	Yes
8. Completed Similar Projects List	Yes	Yes	Yes	Yes
9. Certificate of Interested Parties	Yes*	No	Yes	Yes
10. Claims and Suits form	Yes	Yes	Yes	Yes
Notes:	*Provided but not completed.			
Bid Prices as Opened 9/27/2016 (All values expressed in full dollars)				
Pipe, Fittings, And Wet Well Modifications	\$20,000	\$22,500	\$52,000	\$58,000
Temporary Facilities	\$15,000	\$8,000	\$8,000	\$15,500
Submersible Pumps (2) With Rail System	\$20,000	\$29,800	\$35,950	\$35,000
Electrical Work	\$10,000	\$14,952	\$13,766	\$12,000
Work Change Directives Allowance	\$5,000	\$5,000	\$5,000	\$5,000
Total Lump Sum Base Bid Price	\$70,000	\$80,252	\$114,716	\$125,500
Note:				

Attachment: Letter of Recommendation-Bid Tab (1779 : Willock Hills Lift Station Improvement Project)

Bid Opening: September 27, 2016 @ 3:00pm.

Patterson Professional Services

7.E.b

PROJECT NO. 16088500

PROPOSAL, SPECIAL PROVISIONS, CONTRACT AND BOND FORMS FOR:

WILLOCK HILLS LIFT STATION IMPROVEMENTS



Note: All interested CONTRACTORS may attend the non-mandatory pre-bidder's meeting, set for September 15, 2016 at 10:00 AM at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas 75009 to discuss work under this item. ~~The City of Celina will not accept bids from bidders who fail to attend the pre-bidder's meeting.~~ Delete per Addendum No. 1

CITY OF CELINA, TX

75009

AUGUST 2016

Attachment: Patterson Professional Services Contract (1779 : Willock Hills Lift Station Improvement Project)

CITY OF CELINA**ADVERTISEMENT FOR BIDS****WILLOCK HILLS LIFT
STATION (LS)
IMPROVEMENTS
16088500**

Sealed Bids will be received at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas 75009 until 3:00 PM on September 27, 2016, and then publicly opened and read for furnishing of all labor, materials, equipment and performing all work required for the WILLOCK HILLS LIFT STATION IMPROVEMENTS.

Plans, specifications and bidding are available at www.GarverUSA.com for a fee of \$30. These documents may be downloaded by selecting this project from the "Plan Room" link, and by entering Quest Project Number 4631668 on the "Browse Projects" page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com. Addendums to the bid package will be issued through the online Plan Holders List; therefore, all prime bidders shall be responsible for downloading the bid documents from the online plan room in order to be included in the Plan Holders List. Prime bidders should be registered on the Plan Holders List in order to submit a bid on the project.

A **Non-Mandatory** Pre-Bid Meeting is scheduled for 10:00 AM on September 15, 2016 at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas.

Published: Celina Record, September 2, 2016 and September 9, 2016.

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ATTACHMENT "3"	Change Order Request Form
ATTACHMENT "4"	Request For Information Form (RFI)

SECTION 1

NOTICE TO BIDDERS

Sealed bids addressed to the City Council of Celina, Texas, will be received at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas 75009, until 3:00 PM, September 27, 2016 and then publicly opened and read, for furnishing all labor, material, and equipment required for the WILLOCK HILLS LIFT STATION IMPROVEMENTS project. Bid related information shall be documented on the blank form(s) of the proposal as furnished with the Project Name, Number, and date of bid opening clearly documented on the upper left-hand corner.

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

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

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

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

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

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

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

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

Plans, specifications and bidding are available at www.GarverUSA.com for a fee of \$30. These documents may be downloaded by selecting this project from the "Plan Room" link, and by entering Quest Project Number 4631668 on the "Browse Projects" page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com. Addendums to the bid package will be issued through the online Plan Holders List; therefore, all prime bidders shall be responsible for downloading the bid documents from the online plan room in order to be included in the Plan Holders List. Prime bidders should be registered on the Plan Holders List in order to submit a bid on the project.

SPECIAL NOTES:

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

2. **Prior to beginning construction, the successful BIDDER shall:**
 - Submit a Construction Schedule.
 - Provide five shop drawings and submittals.
 - Distribute City-Generated letters to affected residents.
 - Provide a 24-hour emergency telephone contact.

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

4. A **Non-Mandatory** Pre-Bid Meeting is scheduled for 10:00 AM on September 15, 2016 at the City of Celina Public Works office located at 10165 CR 106, Celina, Texas 75009.

5. The CONTRACTOR will not be allowed to work on Sundays or the following holidays:
1. New Year's Day
 2. Martin Luther King Jr. Day
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Thanksgiving Day and succeeding Friday
 7. Christmas Eve
 8. Christmas Day
6. Alteration of a sealed document without proper notification of the responsible Engineer is an offense under the Texas Engineering Practice Act.
7. The successful CONTRACTOR is required to provide all bonding information to his/her SUBCONTRACTORS and suppliers upon request; also all SUBCONTRACTORS shall provide proof of insurance and workman's compensation documents to the general CONTRACTOR.
8. The CONTRACTOR must provide proof of current certificate of insurance throughout the duration of the project.
9. The contract (including any or all sections or alternates) will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the OWNER.
10. Mobilization, bonding and insurance costs due to project changes and delays shall be subsidiary to the individual bid items and shall not be billed separately.
11. Change Order proposals shall not include separate costs for labor, equipment and fuel charges unless method 'C' is incorporated in "Section 9-6.04 Extra Work" and shall be agreed upon by the OWNER prior to commencing the extra work by the CONTRACTOR.
12. Extra work such as Change Orders shall utilize the same unit costs submitted by the CONTRACTOR at the time of bidding the Project. See "Section 9-5.02 Estimated Quantities".

SECTION 2

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

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

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

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

Attachment: Patterson Professional Services Contract (1779 : Willock Hills Lift Station Improvement Project)

SECTION 3

PROPOSAL TO CITY OF CELINA, TEXAS (OWNER)

For WILLOCK HILLS LIFT STATION IMPROVEMENTS

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

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

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

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

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

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

Attachment: Patterson Professional Services Contract (1779 : Willock Hills Lift Station Improvement Project)

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

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

Accompanying this proposal is a bidder's bond on a form supplied by the OWNER, a certified check, or a cashier's check payable to the OWNER in the amount of (5% of amount of Bid dollars) (Written Amount) Three thousand five hundred dollars (\$ 3,500.00). The bid security accompanying this proposal shall be returned to the bidder unless the bidder fails to execute the contract and obtain a Performance bond within fifteen (15) days of contract award by the OWNER. In such case, the bid security shall become the property of the OWNER and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure by the bidder. It is understood that the OWNER reserves the right to reject any and all bids.

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

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

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

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

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

Bid Tabulation:

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

Basis of Bid:

Bidder will complete the Work in accordance with the Contract Documents for the prices written in the following Bid Schedule. Bidder is responsible for completing all items in order for the bid to be considered responsive.

WILLOCK HILLS LIFT STATION IMPROVEMENTS

BASE BID SCHEDULE AND SUMMARY

ITEM NO.	EST. QTY.	UNIT	ITEM DESCRIPTION AND UNIT PRICE (FILL IN SCRIPT)	UNIT PRICE	TOTAL AMOUNT
PROCESS INTEGRATION- 'P' ITEMS					
P.1	1	LS	PIPE, FITTINGS, & WET WELL MODIFICATIONS complete in place, the sum of, Twenty thousand _____ Dollars and Zero _____ Cents per LUMP SUM	\$ 20,000.00 / LS	\$ 20,000.00
P.2	1	LS	TEMPORARY FACILITIES complete in place, the sum of, Fifteen thousand _____ Dollars and Zero _____ Cents per LUMP SUM	\$ 15,000.00 / LS	\$15,000.00
P.3	1	LS	SUBMERSIBLE PUMPS (2) WITH RAIL SYSTEM complete in place, the sum of, Twenty thousand _____ Dollars and Zero _____ Cents per LUMP SUM	\$ 20,000.00 / LS	\$ 20,000.00
ELECTRICAL- 'E' ITEMS					
E.1	1	LS	ELECTRICAL WORK complete in place, the sum of, Ten thousand _____ Dollars and Zero _____ Cents per LUMP SUM	\$ 10,000.00 / LS	\$ 10,000.00
MISCELLANEOUS- 'M' ITEMS					
M.1	1	LS	WORK CHANGE DIRECTIVES ALLOWANCE complete in place, the sum of, Five Thousand _____ Dollars and Zero _____ Cents per LUMP SUM	\$ 5,000.00 / LS	\$ 5,000.00
TOTAL AMOUNT BASE BID			Seventy thousand _____ Dollars and Zero _____ Cents	\$ 70,000.00	
TOTAL BID AMOUNT					
BASE BID					
			Seventy thousand _____ Dollars and Zero _____ Cents	\$ 70,000.00	

Attachment: Patterson Professional Services Contract (1779 : Willock Hills Lift Station Improvement Project)

NOTES:

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

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

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

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

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

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

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

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

Addendum No. 1 Dated September 22, 2016 Received 9/22/16

Addendum No. 2 Dated September 23, 2016 Received 9/23/16

Addendum No. 3 Dated _____ Received _____

Addendum No. 4 Dated _____ Received _____

Addendum No. 5 Dated _____ Received _____

Addendum No. 6 Dated _____ Received _____

Printed Name Mark Patterson

Signed  _____

By President
Title

Address 1508 Hwy 377 North

City Collinsville State TX Zip Code 76233

(903) 429-3008
Phone Number

SECTION 4

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

CONTRACTOR'S QUALIFICATIONS

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

Attachment: Patterson Professional Services Contract (1779 : Willock Hills Lift Station Improvement Project)

BIDDERS QUALIFICATION STATEMENTProject and W.O. #: WILLOCK HILLS LIFT STATION IMPROVEMENTSCONTRACTOR: Patterson Professional Services, LLC

Indicate One: Sole Proprietor Partnership Other
 X Corporation Joint Venture

Name: Mark Patterson Partner: David PattersonTitle: President Title: Secretary/TreasurerAddress: 446 Graham Grove Rd Address: 606 E. WoodlandCity: Collinsville City: CollinsvilleState & Zip: Texas, 76233 State & Zip: Texas, 76233Phone: 903-744-2599 Phone: 903-821-4590State and Date of Incorporation, Partnership, Ownership, Etc. Texas - August 11, 2011Location of Principal Office: 1508 Hwy 377 North, Collinsville, TX 76233Contact and Phone at Principal Office: Vanessa Price, Office Manager - 903-429-3008Liability Insurance Provider and Limits of Coverage: Allied World Insurance Co. - \$1,000,000Workers Compensation Insurance Provider: Texas Mutual Insurance Co.Surety (Performance and Payment): U.S. Specialty Insurance CompanyAddress: 13403 Northwest FreewayContact and Phone: Jennifer Picchi, 713-462-1000

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

Superintendent Name

Backup Superintendent Name

David Patterson

Mario Diaz

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

Superintendent

No Violations

Backup Superintendent

No Violations

Total Number of Employees to be Associated with this Job: 7

Managerial 2 Administrative 1 Professional

Skilled 3 Semi-Skilled 1 Other

Percentage of work anticipated to be done by Bidder's Employees
(Based on Dollars Bid): 100%

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

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

Two complete tear-outs of lift stations for City of Krum, built Chlorine Contact facility for City of Sadler.
built and replaced control panels in lift stations for City of Celina

Access to Tools and Equipment: Percent Owned Percent Rented 100% Owned

Number of Years in Business as a CONTRACTOR on Above Types of Works: 8 years

Type(s) of Work to be done by SUBCONTRACTORS

Include Name, Address, and Phone Number of SUBCONTRACTOR.

Use additional sheets if needed.

Note: CONTRACTOR shall provide references and similar work experience for each SUBCONTRACTOR.

Type of Work

SUBCONTRACTOR

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

Type of Equipment	Make	Model	Age (years)
Excavator	Bobcat	E 45	1
Sewer Jet	Pipe Hunter		3

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

1. Project: GTUA/City of Sadler - WWTP Chlorine Contact Facilities

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

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

Project Description: WWTP - Construction of new Chlorine Contact Facilities

OWNER/Agency: GTUA/City of Sadler

Year Completed: 2016 Contract Price: \$298,951.88

Contact Person: Drew Satterwhite - GTUA Phone: 903-786-4433

2. Project: City of Krum - County Barn Lift Station

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

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

No

Project Description: Complete tear-down & rebuild lift station

OWNER/Agency: City of Krum

Year Completed: 2014 Contract Price: \$75,000

Contact Person: Terri Wilson, Mayor Phone: 940-300-4172

3. Project: City of Krum - High Ridge Lift Station

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

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

Project Description: Complete tear-down & rebuild lift station

OWNER/Agency: City of Krum

Year Completed: 2014 Contract Price: \$50,000

Contact Person: Terri Wilson, Mayor Phone: 940-300-4172

4. Project:

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

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

Project Description: _____

OWNER/Agency: _____

Year Completed: _____ Contract Price: _____

Contact Person: _____ Phone: _____

5. Project: _____

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

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

Project Description: _____

OWNER/Agency: _____

Year Completed: _____ Contract Price: _____

Contact Person: _____ Phone: _____

List active projects of similar type work:

1. Project: City of Callisburg - Horseman's Ranch Water System & Interconnect

Percent Complete: 90%

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

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

Project Description: Complete upgrade of water system and install interconnection to City's water system

OWNER/Agency: City of Callisburg

Year Started: 2016 Contract Price: \$490,000.00

Contact Person: Frances West, Mayor Phone: 940-665-9809

2. Project: _____

Percent Complete: _____

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

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

Project Description: _____

OWNER/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

3. Project: _____

Percent Complete: _____

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

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

Project Description: _____

OWNER/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

4. Project: _____
- Percent Complete: _____
- Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____
- _____
- _____
- _____
- Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____
- _____
- _____
- _____
- Project Description: _____
- OWNER/Agency: _____
- Year started: _____ Contract Price: _____
- Contact Person: _____ Phone: _____
5. Project: _____
- Percent Complete: _____
- Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____
- _____
- _____
- _____

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

Project Description: _____

OWNER/Agency: _____

Year Started: _____ Contract Price: Contact

Person: _____ Phone: _____

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

Winnelson	Gainesville, TX	Rick Elliott	940-665-1400
Morrison Supply	Sherman, TX		903-893-6541
Ferguson Waterworks	McKinney, TX		972-434-2600

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

Independent Bank - 715 Hwy 377, Collinsville, TX 76233
Ricky Patterson - 903-429-9400

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

City of Sadler - P.O. Box 543, Sadler, TX 76264 - John White, Public Works - 903-436-7432
City of Callisburg - 59 Campbell Street, Callisburg, TX 76240 - Frances West, Mayor - 940-665-9809
City of Collinsville - P.O. Box 649, Collinsville, TX 76233 - Brandon White, Mayor - 903-429-6225

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

1. Has your organization ever failed to complete any work awarded to it? No
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? No
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? No
4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? No

I, Mark Patterson, being duly sworn deposes and says that the information

provided herein is true and sufficiently complete so as not to be misleading.

Date this 27th day of September, 20 16.

Name of Organization: Patterson Professional Services

By: [Signature]

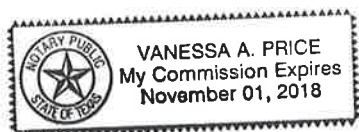
Title: President

STATE OF TEXAS

COUNTY OF ~~COLLIN~~ Grayson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ^{27th} day of 20 16.



Vanessa A. Price

Notary Public in and for Grayson County, Texas

CONFLICT OF INTEREST

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

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

SEE NEXT PAGE

Attachment: Patterson Professional Services Contract (1779 : Willock Hills Lift Station Improvement Project)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

Patterson Professional Services, Collinsville, TEXAS, USA

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

City of Celina

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

Project No 16088500

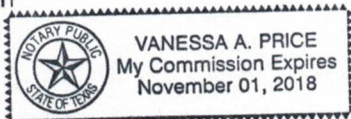
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said *Mark Patterson*, this the *27th* day of *September*, 20*16*, to certify which, witness my hand and seal of office.

Vanessa A. Price
Signature of officer administering oath

Vanessa A. Price
Printed name of officer administering oath

Notary
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

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

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.No Person has a business relationship**2**
☐ Check this box if you are filing an update to a previously filed questionnaire.

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

3 Name of local government officer with whom filer has employment or business relationship.N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

 Signature of person doing business with the governmental entity
9-27-16

Date

Adopted 06/29/2007

Company Represented

Patterson Professional Services

SECTION 5**BID BOND**

Patterson Professional Services, LLC U.S. Specialty Insurance Com
KNOW ALL MEN BY THESE PRESENTS: That we, **Principal (CONTRACTOR)**, and **Surety**, are held and firmly bound unto **OWNER, Obligee**, in the sum of (Written Amount)
Five Percent of the Greatest Amount Bid (\$ 5% G.A.B.).

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

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

WILLOCK HILLS LIFT STATION IMPROVEMENTS

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

Signed, sealed and dated 27th day of September, 20¹⁶

Patterson Professional Services, LLC

By: [Signature] (Seal)
Principal

U.S. Specialty Insurance Company

By: [Signature]
Jennifer Picchi, Attorney-in-Fact

U.S. Specialty Insurance Company

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

1. To obtain information or make a complaint:
2. You may contact your agent.
3. You may call the company's toll free telephone number for information or to make a complaint at:

1-800-486-6695

4. You may also write to the company at:

601 S. Figueroa Street, Suite 1600
Los Angeles, CA 90017

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax No. (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

- Para obtener informacion o para someter una queja:
- Puede comunicarse con su agente.
- Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:

1-800-486-6695

- Usted tambien puede escribir a la compa ia:

601 S. Figueroa Street, Suite 1600
Los Angeles, CA 90017

- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:

1-800-252-3439

- Puede escribir al Departamento de Seguros de Texas al:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax No. (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

- DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

- UNA ESTE AVISO A SU POLIZA**

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Clem F. Lesch, Eric Lesch, Melissa Lesch, Steven Lewis, Jennifer Picchi or Linda Stalder

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Ten Million***** Dollars (\$**10,000,000.00**). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument:

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 27th day of September, 2016.

Corporate Seals

Bond No. N/A
Agency No. 17081



[Signature]
Kio Lo, Assistant Secretary



Public Works
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Alan Fourmentin, Director of Public Works
CC: Helen-Eve Liebman, Director of Planning and Dev Services
Date: October 11, 2016
Re: TxDOT FM 455/Cole's Branch Funding Participation Agreement

Action Requested:

Consider and act to authorize the City Manager to execute an agreement between the Texas Department of Transportation and the City of Celina to contribute right of way funds for the widening of FM 455 at Cole's Branch. (Fourmentin)

Background Information:

The Texas Department of Transportation (TxDOT) has deemed it necessary to make certain highway improvements on FM 455 at Cole's Branch. This project will widen the narrow drainage crossing for this section of highway and will require the acquisition of certain right of way and the relocating and adjusting of utilities. TxDOT is requesting the City to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Fixed participation costs are \$18,780.00
Amend budget line item 102-514-02-5145

Legal Review:

City Attorney has reviewed the agreement

Supporting Documents:

Agreement
Location Map

Staff Recommendation:

Approve

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STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "**State**"), and City of Celina, Texas, acting through its duly authorized officials (the "**Local Government**").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 455 from At Cole's Branch (W of SH 289) to na, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.

- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:

- 1. site conditions change;
- 2. work requested by the Local Government is ineligible for federal participation; or
- 3. the adjustment is mutually agreed on by the State and the Local Government.

- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>Gabe Johnson, PE</u>	Director of Right of Way Division
<u>City of Celina Engineering Dept.</u>	Texas Department of Transportation
<u>142 N. Ohio Street</u>	125 E. 11 th Street
<u>Celina, TX 75009</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

County Collin
 District Dallas
 ROW CSJ # 0816-04-098
 CCSJ # 0816-04-050
 Federal Project #: _____
 CFDA Title: Highway Planning & Construction
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 Not Research and Development

distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

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

County Collin
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CFDA # 20.205
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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

Gus E. Cannon, CTCM
Director, Right of Way Division
Texas Department of Transportation

Date

County Collin
District Dallas
ROW CSJ # 0816-04-098
CCSJ # 0816-04-050
Federal Project #: _____
CFDA Title: Highway Planning & Construction
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ATTACHMENT A RESOLUTION OR ORDINANCE

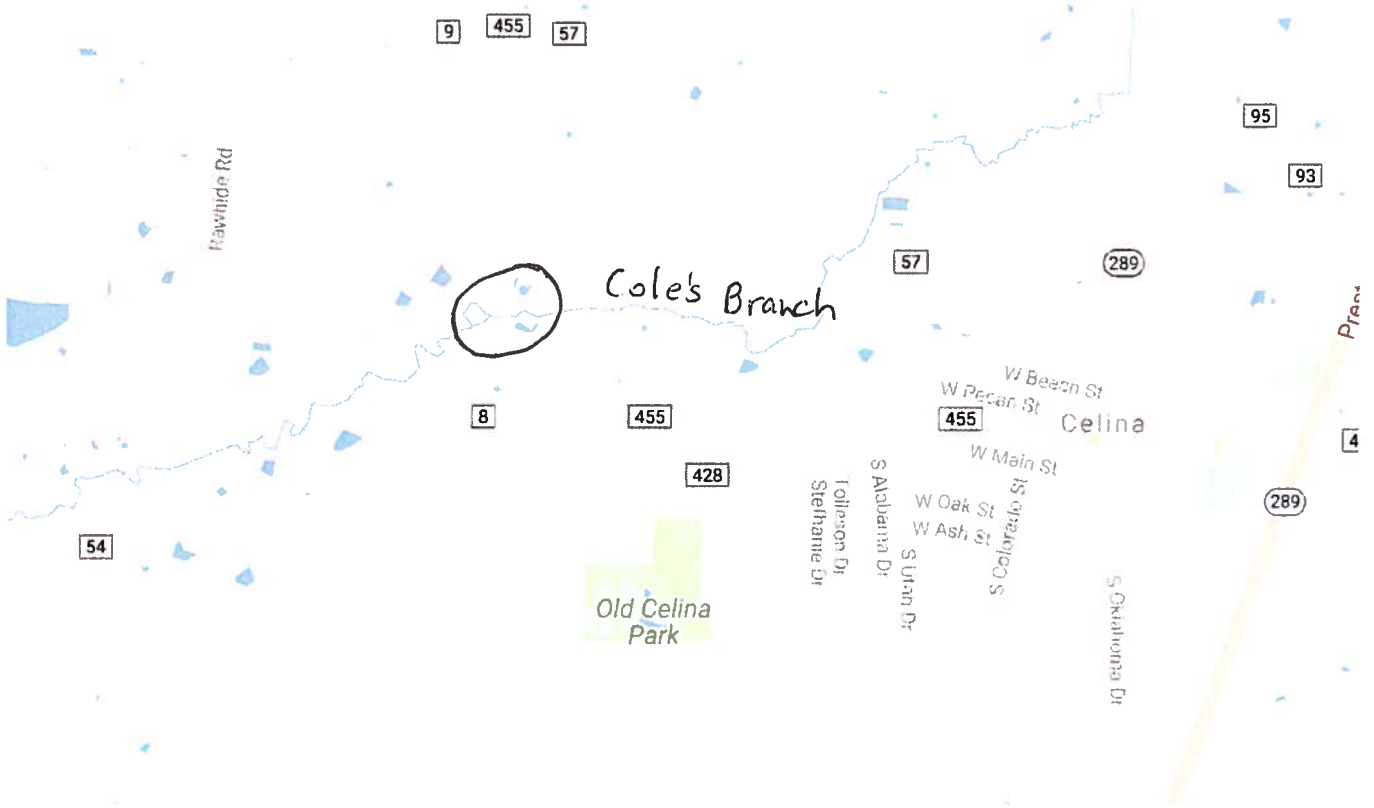
County Collin
District Dallas
ROW CSJ # 0816-04-098
CCSJ # 0816-04-050
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
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ATTACHMENT B
LOCATION MAP SHOWING PROJECT

FM 455 at Cole's Branch
ROW CSJ 0816-04-098/-050

7.F.a

Packet Pg. 79



County Collin
District Dallas
ROW CSJ # 0816-04-098
CCSJ # 0816-04-050
Federal Project #: _____
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ATTACHMENT C

PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

County Collin
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 FHWA CFDA # 20.205
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**Standard Agreement to Contribute
 State Performs Work
 Attachment C**

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$137,800.00	90%	\$124,020.00	10%	\$13,780.00
Reimbursable Utility Adjustments	\$ 50,000.00	90%	\$ 45,000.00	10%	\$ 5,000.00
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
TOTAL	\$187,800.00	90%	\$169,020.00	10%	\$18,780.00

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

TxDOT Funding Participation Agreement

7.F.b

Legend

-  Cole's Branch
-  Downtown



Cole's Branch

455

8

428

57

289

Downtown

Google earth

© 2016 Google

3000 ft

Packet Pg. 82

Attachment: FM 455-Cole's Branch Location Map (1780 : FM 455/Cole's Branch)

**CITY OF CELINA, TEXAS
RESOLUTION NO. 2016- R**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, HEREBY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF CELINA AND THE STATE OF TEXAS FOR CERTAIN HIGHWAY IMPROVEMENTS ON HIGHWAY NO. FM 455 AT COLE'S BRANCH.

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

SECTION 1: The Mayor of the City of Celina, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Celina, Texas, an agreement by and between The City of Celina and the State of Texas, acting through the Texas Department of Transportation for certain highway improvements on Highway No. FM 455.

SECTION 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 11th day of September, 2016.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner, TRMC
City Secretary

Attachment: 2016- R Authorization to sign TXDOT FM 455 improvements (1780 : FM 455/Cole's Branch)



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: October 11, 2016
Re: Engineering Design Contract - Freese and Nichols

Action Requested:

Consider and act upon a contract by and between the City of Celina and Freese and Nichols and Associates for Professional Services related to the Design of the SE Sector Water Tower, Preston Road Water Line and CR 134 Water Line. (Johnson)

Background Information:

The project will include the design of the following tasks:

1. Design of a new 2.0 million gallon elevated storage tank (EST) located approximately 1,600 linear feet due north of the intersection of Coit Road (CR 83) and CR 84.
2. Site improvements at the proposed EST site to include yard piping, landscape screening, grading, driveway, fencing, drainage, lighting, and irrigation.
3. Design of EST aesthetic concepts to include paint design and one (1) daytime rendering.
4. Design of EST bowl-mounted LED lighting and one (1) illumination rendering.
5. Design of approximately 1,300 linear feet of 24-inch water line from the proposed EST to the existing 24-inch water line along CR 86.
6. Design approximately 11,500 linear feet of 12-inch water line beginning 2,200 linear feet south of the intersection of Preston Road (CR 289) and Carter Ranch Road, continuing south along Preston Road to the intersection of Preston Road and Frontier Parkway (CR 50), and turning due east along Frontier Parkway to the intersection of Frontier Parkway and Coit Road. The waterline will be placed outside of the road right-of-way (ROW) in a private water easement.
7. Design approximately 4,624 linear feet of 12-inch water line beginning west of the intersection of Preston Road (CR 289) and CR 134, continuing east along CR 134 to the intersection of CR 134 and D.C. Ranch Way.
8. Design of a reinforced concrete 12-foot wide by 750-foot long access road from the future CR 83 to the EST site. A temporary asphalt connection to CR 83 will also be constructed.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Engineering design for the Elevated Storage Tank and the Preston Road water line have been budgeted as part of the FY16 Bond Sale. The CR 134 water line will be paid with FY 17 Bond money and will be included in the reimbursement resolution. Total contract is \$845,500 over a 3 year period due to time it takes to construct an Elevated Storage Tank and FNI providing an inspector to oversee the construction of the Elevated Storage Tank.

Legal Review:

Legal will review for form and content

Supporting Documents:

Contract

Staff Recommendation:

Approve

**PROFESSIONAL SERVICES CONTRACT
CITY OF CELINA**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is made and entered into this date by and between the **CITY OF CELINA**, a Texas municipal corporation (hereinafter referred to as the "**CITY**", and **Freese and Nichols, Inc.,** (hereinafter referred to as "**PROFESSIONAL**") and evidences the following:

**I.
PURPOSE**

PROFESSIONAL shall provide Professional Services for **Southeast Sector 2.0 MG Elevated Storage Tank and Water Line Improvements.**

**II.
DESCRIPTION OF SERVICES**

The services which **PROFESSIONAL** shall provide for the **CITY** shall include the following:

- A. **PROFESSIONAL** hereby covenants and agrees that **PROFESSIONAL** is to work closely with the **CITY's** City Engineer or his chosen agent, and/or other appropriate officials of the **CITY**, and that **PROFESSIONAL** is to perform any and all tasks required of **PROFESSIONAL** to fulfill the purposes of this Contract.
- B. **PROFESSIONAL** and the **CITY** covenant and agree that **PROFESSIONAL** shall perform all of the services and work contained in **PROFESSIONAL'S** Scope of Services (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control.

- C. **PROFESSIONAL** expressly covenants and agrees to provide the **CITY** with such written reports as may be required by the scope of services.
- D. **PROFESSIONAL** will provide the **CITY** with one set of the final report(s) and digital files shall be provided by the **PROFESSIONAL** upon completion of the project. Digital files shall be on labeled Compact Disk(s) or DVD(s).

III. PERFORMANCE OF WORK

PROFESSIONAL or **PROFESSIONAL'S** associates and employees shall perform all the work called for in this Contract. **PROFESSIONAL** hereby covenants and agrees that all of **PROFESSIONAL'S** associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract. Any change made to the **PROFESSIONAL** or **PROFESSIONAL'S** associates and employees working on this project is strongly discouraged. Notification of a change shall be in writing and possible replacement(s) shall be of similar qualification and experience, otherwise the **CITY** at its sole discretion may exercise its option to terminate the contract. All changes under this item shall be approved in writing by the **CITY** prior to it being implemented. No services shall be provided unless authorized by the City.

IV. PAYMENT

The **CITY** shall pay to **PROFESSIONAL** in accordance with Compensation Sheet (attached hereto as "Exhibit B and Exhibit C") for the services including expenses. **PROFESSIONAL** shall bill **CITY** on a monthly basis for services rendered. **CITY** shall make prompt monthly payments in the amount shown by the **PROFESSIONAL'S** approved monthly statements and other documentation submitted. No interest shall ever be due on late payments.

**V.
TERM OF THE CONTRACT**

This Contract shall commence and be in full force and effect upon the approval by the City and execution of the Contract. This Contract shall terminate April 1, 2019, at which time all of the work called for under this Contract must have been completed unless the parties mutually agree in writing to extend the term of the Contract, or, unless otherwise terminated as provided in Paragraph XVI herein. Throughout the project the Professional must establish and maintain procedures for tracking and reporting progress. On projects lasting over two months and exceeding \$15,000, the Professional shall submit to the City written progress reports on a monthly basis. The reports shall include a brief summary of progress relative to each phase of work of the project. Reports shall include minutes of review meetings, documentation of any changes, and shall address issues and challenges encountered as well as anticipated project milestones according to the schedule, and anticipated solutions to keep the project on schedule.

**VI.
CONTRACT PERSONAL**

PROFESSIONAL and the **CITY** hereby covenant and agree that this Contract provides for personal services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the **CITY**. Any change made to any assigned or sublet work on this project is strongly discouraged. Notification of a change shall be in writing and possible replacement(s) shall be of similar qualification and experience, otherwise the **CITY** at its sole discretion may exercise its option to terminate the contract. All changes under this item shall be approved in writing by the **CITY** prior to it being implemented.

VII. CONFLICT OF INTEREST

PROFESSIONAL hereby covenants and agrees that during the Contract period **PROFESSIONAL** and any of **PROFESSIONAL'S** associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by **PROFESSIONAL** pursuant to this Contract will be conducted by employees or associates of **PROFESSIONAL**. **PROFESSIONAL** further covenants and agrees that it understands that the Code of Ordinances of the City of Celina prohibits any officer or employee of the **CITY** from having any financial interest, either direct or indirect, in any business transaction with the **CITY**. Any violation of this paragraph which occurred with the actual or constructive knowledge of **PROFESSIONAL** will render this Contract voidable by the **CITY**.

VIII. CHANGE IN WORK

The **CITY**, through its City Engineer, may request changes in the scope and focus of the activities and studies called for under this Contract. Any such change which, in the opinion of **PROFESSIONAL** or the **CITY** varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to **PROFESSIONAL** must be mutually agreed upon by **PROFESSIONAL** and the **CITY**. The parties herein acknowledge that any change in the scope or focus of the work which results in an increase in compensation to **PROFESSIONAL** of the fee stated in Paragraph IV hereof must first be approved by the **CITY's** City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by **PROFESSIONAL** under this Contract shall be kept confidential and may not be made available to any individual or organization by **PROFESSIONAL** without the prior written approval of the **CITY** except as may be required by applicable law.

X. OWNERSHIP OF DOCUMENTS

PROFESSIONAL acknowledges that **CITY** owns all notes, reports, or other documents, intellectual property or documentation produced by the Professional pursuant to this agreement or in connection with its work. **PROFESSIONAL** acknowledges that **CITY** shall have copyright privileges to those notes, reports, documents, processes and information. **PROFESSIONAL** acknowledges that the finished product, the report and/or documents and plans prepared for the **CITY**, as well as city documents reviewed in the preparation of the report, are the property of the **CITY**. **PROFESSIONAL** shall provide **CITY** a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at **CITY** expense upon written request. **CITY** agrees to keep all such information in the strictest of confidence and not to disclose such material to any third party or allow any third party access to such material except as such disclosure is expressly required by applicable law.

XI. NONDISCRIMINATION

As a condition of this Contract, **PROFESSIONAL** covenants and agrees that **PROFESSIONAL** shall take all necessary actions to ensure, in connection with any work under this Contract, that **PROFESSIONAL** or **PROFESSIONAL'S** associates, sub-contractors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the

grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, **PROFESSIONAL** shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the **CITY** upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT CONTRACTOR

By the execution of this Contract, the **CITY** and **PROFESSIONAL** do not change the independent contractor status of **PROFESSIONAL**. No term or provision of this Contract or any act of **PROFESSIONAL** in the performance of this Contract may be construed as making **PROFESSIONAL** the agent or representative of the **CITY**.

XIII. INSURANCE

PROFESSIONAL shall prior to the commencement of work under this Contract, obtain and shall continue to maintain at no cost to the **CITY**, in full force and effect during the term of this Contract, a comprehensive liability insurance policy which shall include bodily injury, death, automobile liability and property damage coverage. The minimum limit for this coverage shall be \$1,000,000 combined single limit for liability and for property damage. The **PROFESSIONAL** shall also obtain and shall continue to maintain at no cost to the **CITY**, in full force and effect during the term of this Contract a professional liability (errors and omissions) insurance policy placed with a company rated at least "A" by Best's Key Rating Guide, authorized to do business in Texas, in an amount not less than \$1,000,000. The **CITY** shall be named as an additional insured under such general liability policy and shall be given at least thirty (30) days prior notice to any material change in coverage, non-renewal, or of cancellation of such policy, evidenced by return receipt of United

States Certified Mail. **PROFESSIONAL** shall furnish the **CITY** with original copies of certificates evidencing such coverage prior to commencement of any work under this Contract.

XIV. HOLD HARMLESS

PROFESSIONAL shall indemnify, and hold the **CITY** whole and harmless against any and all claims for damages, costs, and expenses to persons or property to the extent they arise out of, or are occasioned by the **PROFESSIONAL'S** negligence, gross negligence or intentional tortious acts, errors or omissions in the performance of this Contract, or any act of **PROFESSIONAL'S** negligence, gross negligence or intentional tortious acts of commission or omission in the execution or performance of this Contract of any representative, agent, customer, employee, subcontractor or invitee of **PROFESSIONAL**. Neither party shall be liable to the other party for any consequential, special or indirect damages.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The **CITY** may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least ten (10) days prior written notice thereof to **PROFESSIONAL** with the understanding that all services being terminated shall cease upon the date specified in such notice. The **CITY** shall equitably compensate **PROFESSIONAL**, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and

acceptance of same by the **CITY**. **PROFESSIONAL** shall not, however, be entitled to lost or anticipated profits should the **CITY** choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Celina, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Celina, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States of America.

XIX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY: Gabe Johnson, PE, PH, CFM
Director of Engineering and Public Works
City of Celina, 142 North Ohio, Celina, Texas 75009

PROFESSIONAL: Jeff Payne, P.E.
Freese and Nichols, Inc.
6136 Frisco Square, Ste 200
Frisco, Texas 75034

**XXI.
SEVERABILITY**

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

**XXII.
RIGHT OF REVIEW**

PROFESSIONAL covenants and agrees that the **CITY**, upon reasonable notice to **PROFESSIONAL**, may review any of the work performed by **PROFESSIONAL** under this Contract.

**XXIII.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their successors, and, except as otherwise provided herein, their assigns.

**XXIV.
CAPTIONS**

The captions to the various clauses of this Contract are for informational purposes only and in no way alter the substance of the terms and conditions of this Contract.

**XXV.
WAIVER OF ATTORNEYS FEES**

PROFESSIONAL and **CITY** expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the _____ day of _____, 2016.

CITY OF CELINA, TEXAS:

PROFESSIONAL:

City Manager

Jeff Payne, P.E.

ATTEST:

ATTEST:

City Secretary

Alan Hendrix

APPROVED AS TO FORM:

City Attorney

Attachment: 2016-10-11 Contract - EST and Water Line Improvements - FNI (1788 : Engineering Design EST and Water Lines - FNI)

**EXHIBIT A
CITY OF CELINA
SOUTHEAST SECTOR 2.0 MG EST AND WATERLINE IMPROVEMENTS
SCOPE OF SERVICES**

1. BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT DESCRIPTION AND ASSUMPTIONS
OWNER proposes the following work:

1. Project Description:

- a. Design of a new 2.0 million gallon elevated storage tank (EST) located approximately 1,600 linear feet due north of the intersection of Coit Road (CR 83) and CR 84.
- b. Site improvements at the proposed EST site to include yard piping, landscape screening, grading, driveway, fencing, drainage, lighting, and irrigation.
- c. Design of EST aesthetic concepts to include paint design and one (1) daytime rendering.
- d. Design of EST bowl-mounted LED lighting and one (1) illumination rendering.
- e. Design of approximately 1,300 linear feet of 24-inch water line from the proposed EST to the existing 24-inch water line along CR 86.
- f. Design approximately 11,500 linear feet of 12-inch water line beginning 2,200 linear feet south of the intersection of Preston Road (CR 289) and Carter Ranch Road, continuing south along Preston Road to the intersection of Preston Road and Frontier Parkway (CR 50), and turning due east along Frontier Parkway to the intersection of Frontier Parkway and Coit Road. The waterline will be placed outside of the road right-of-way (ROW) in a private water easement.
- g. Design approximately 4,624 linear feet of 12-inch water line beginning west of the intersection of Preston Road (CR 289) and CR 134, continuing east along CR 134 to the intersection of CR 134 and D.C. Ranch Way.
- h. Design of a reinforced concrete 12-foot wide by 750-foot long access road from the future CR 83 to the EST site. A temporary asphalt connection to CR 83 will also be constructed.

2. Project Assumptions:

- a. Tank Site:
 1. Entire tank site (1.2 acres) will be surrounded by a decorative metal fence with one motorized sliding vehicular access gate.
 2. The EST site will require yard piping, landscape screening, grading, driveway, fencing, drainage, lighting, and irrigation.
- b. Tank:
 1. The proposed EST will be a composite elevated steel water storage tank with concrete pedestal. Standard interior ladder, two (2) roll-up doors and two (2) pedestrian doors are included in the design. No additional floors or stairs are included.
 2. It is anticipated that a motorized control valve will be required at the base of the tank pedestal.
 3. There are no known water quality issues. Engineer will present several mixing system options during design phase and will assume selection of one of these is included in the design. No chloramine booster systems will be included in design.
 4. Overflow from tank will be routed to drain away from future development and will not include excessive drainage design.
 5. Design and orientation of two (2) identical painted City logos will be required, with one (1) 2D daytime rendering.

6. Design of tank bowl-mounted LED lighting system will be required, with one (1) 2D illumination rendering.
- c. Electrical and Instrumentation:
 1. The tank will be designed to integrate SCADA and communicate with the existing SCADA system. Tank will include level instrumentation to be reviewed during design phase.
 2. Accommodations for future cellular phone antennas will be discussed during preliminary design.
 3. Back-up power generation will be required for fire and/or police antennas due to the site proximity to the future City fire station.
 4. Coordination with local power utility provider for EST site power will be required.
 5. Design of EST bowl LED lighting system will be discussed during preliminary design.
 6. Security and Surveillance lighting, card access system, and intrusion alarm system is not included.
 - d. 24-inch Water Line:
 1. A new 24-inch water line will be designed from the proposed EST site east to CR 86 (1,300 LF). This section of 24-inch water line will connect to the existing 24-inch water line along the western ROW of CR 86. Engineer will review thoroughfare plans, city standard street designs, general topography and adjacent development plans (if available) to determine appropriate depth of the water line to limit future relocation.
 2. The 24-inch water line will be in a new dedicated easement, with an adjacent temporary construction easement.
 - e. 12-inch Water Line (Preston Rd and Frontier Pkwy):
 1. A new 12-inch waterline will be designed outside of TxDOT ROW beginning 2,200 linear feet south of the intersection of Preston Road (CR 289) and Carter Ranch Road, continuing south along Preston Road to the intersection of Preston Road and Frontier Parkway (CR 50), and turning due east along Frontier Parkway to the intersection of Frontier Parkway and Coit Road (11,500 LF). This section will connect to an existing 12-inch waterline at either end, and includes new fire hydrants and isolation valves per the City's design standards.
 2. Crossings of existing active roadways and driveways will be completed by steel encased bore to minimize disturbance to residents and concrete. Inactive driveways will be crossed by open cut, with removal and replacement of existing pavement.
 3. No detailed landscaping or irrigation plans will be included. Existing grass will be replaced with hydraulic seed.
 4. If required, TxDOT Utility Installation Review applications will be performed with the City's online account.
 - f. 12-inch Water Line (CR 134):
 1. A new 12-inch waterline will be designed outside of roadway ROW beginning at the intersection of Preston Road (CR 289) and CR 134, continuing east along CR 134 to the intersection of CR 134 and D.C. Ranch Way (4,625 LF). This section will connect to an existing waterline at either end, and includes new fire hydrants and isolation valves per the City's design standards.
 2. Crossings of existing active roadways and driveways will be completed by steel encased bore to minimize disturbance to residents and concrete. Fence crossings will be crossed by open cut, with removal and replacement of panels as required.
 3. It is assumed that the existing pipe rail fence along CR 134, east of the Celina High School property will remain intact except for crossings. The pipe easement will be located north of the fence line.
 4. No detailed landscaping or irrigation plans will be included. Existing grass will be replaced with hydraulic seed.

5. One (1) TxDOT Utility Installation Review application will be performed with the City's online account for the crossing of Preston Road.
- g. The project will be completed with three (3) construction contracts and includes Bid and Construction Phase services for the: a) SE Sector Elevated Storage Tank and 24-inch Water Line; b) SE Sector 12-inch Water Line; and c) CR 134 12-inch Water Line.

B. PRELIMINARY PHASE

1. Coordinate the efforts of all parties involved in the project, including FNI, the surveyor sub-consultant, and the OWNER Staff. Provide oversight of the schedule during the survey and engineering process, to attempt to maintain the OWNER's desired schedule.
2. Coordinate with the franchise utilities that are impacted by the proposed improvements. Provide copies of the improvements plans to each utility.
3. Prepare a presentation and attend up to two (2) Council meetings to brief the Council on the progress of the design and to recommend award of the construction contracts. No attendance at separate public hearings is anticipated.
4. FNI will submit an FAA permit application for the proposed tank upon authorization from OWNER staff. Follow up with FAA on the status of permit applications for the project. Work with FAA to obtain these permits within the time allowed by the project schedule.
5. Conduct one (1) project kickoff meeting with the OWNER to review the scope of services and project schedule to confirm OWNER's goals and objective.
6. Conduct one (1) technical design preferences meeting with OWNER staff to cover tank operation preferences, security, layout, logos, lighting, accessibility, mixing system, etc.
7. Waterline Data Collection
 - a. Obtain copies of available utility information via Record Drawings, and previous investigation by the OWNER.
 - b. Obtain existing easements and as-built street, water, sanitary sewer, and storm drain plans from the OWNER.
 - c. Obtain copies of available franchise utility information from franchise utility companies.
8. Waterline Analysis: Identify existing easements, proposed and existing right of way, and identify utility conflicts for proposed improvements.

C. DESIGN PHASE (Elevated Storage Tank and 24-inch Water Line): FNI shall provide professional services in this phase as follows:

1. Provide final layout, elevation, details, and specifications for the elevated storage tank, showing tank and pedestal, inlet and outlet lines, drains, overflow, interior and yard piping, access ladders, valves, re-circulation arrangement, man ways, basic logo, access roadway, fencing, landscaping, irrigation, and site drainage. Provide adequate detail to enable the tank manufacturer to prepare final design and shop drawings for the tank foundation and complete tank.
2. Provide construction drawings at a scale of 1"=30" horizontal and 1"=5" vertical for the 24-inch waterline (approximately 3 sheets).

3. 50%, 90% and 100% submittals will be made to the OWNER. The submittals will include construction drawings (3 half size-11"x17" sets, 2 full size-22"x34" sets, and PDF file on CD), specifications (90% and 100% submittals only), contract documents (90% and 100% submittals only), bid proposal (90% and 100% submittals only), updated schedule, and updated opinion of probable construction costs.
 4. Provide electrical design and details for an active tank mixing system or other mixing system as selected by OWNER during workshop.
 5. Provide electrical plans, details, and specifications for the elevated storage tank electrical equipment, instrumentation, controls, site lighting, bowl lighting, and related appurtenances. It is anticipated the design will include a SCADA operated control valve inside of the tank pedestal.
 6. Provide plans, profiles, details, and specifications for the yard piping. Provide details for connection of the yard piping to proposed 24-inch water line. Limit of any yard piping plans will be the tank site property line.
 7. Provide final plans, profiles, details, and specifications for the proposed 24-inch water line. Provide details for connection of the proposed 24-inch water line to the existing 24-inch water line along the western ROW of CR 86.
 8. Conduct and attend one meeting for the 50%, 90%, and 100% design submittals (3 meetings total) to review the OWNER's comments on the design and discuss project issues.
 9. Following the 100% design comment review meeting, revise the plans and specifications to "final" status.
 10. Provide "final" plans, specifications, contract documents, and bid proposals for one construction contract to complete this project and in accordance with the OWNER's bidding procedures. Three (3) sets of half size (11"x17") and two (2) sets of full size (22"x34") construction drawings, specifications, contract documents, bid proposal and opinion of probable construction cost will be provide to the OWNER during the bidding process. In addition, the submittal will include electronic copies of the construction drawings in pdf on a CD.
 11. Upon completion of the design services and approval of "final" drawings and specifications by OWNER, FNI will submit these to the TCEQ for review and approval. The project may be advertised and reviewed by the TCEQ concurrently as directed by OWNER, however the project cannot start construction until TCEQ approval.
- D. DESIGN PHASE (12-inch water line along Preston Road and Frontier Parkway, and 12-inch water line along CR 134): FNI shall provide professional services in this phase as follows:
1. Two design submittals will be provided by FNI to the OWNER as a preliminary alignment submittal, one for the 12" water line along Preston Road and Frontier Parkway, and one for the 12" water line along CR 134. This submittal will include aerial plan view only and an updated opinion of probable construction cost. This submittal will not include topographical survey information. The purpose of this submittal is to come to an agreement on the horizontal alignment for the 12-inch water lines prior to survey. Five (5) (11"x17") half size sets of preliminary alignments will be submitted to the OWNER for each submittal.
 2. Upon receipt of OWNER and OWNER's representative's comments one (1) review meeting will be held to discuss the review comments and recommendations based on the preliminary

- alignments. This review meeting may be held in conjunction with the EST Technical Design Preferences meeting with the OWNER.
3. Upon agreement of the preliminary alignment the survey consultant will be released to gather information. FNI will coordinate and manage the survey. FNI will update the OWNER with the progress and be the main communicator between the OWNER and the sub-consultants. The scope of work of the survey is described in the SPECIAL SERVICES section of this Exhibit.
 4. Once the preliminary alignments have been agreed upon by all parties and survey has been completed, FNI will prepare two 50% design submittals, one for the 12-inch water line along Preston Road and Frontier Parkway, and one for the 12-inch water line along CR 134. The submittals will include construction drawings at a scale of 1"=30" horizontal and 1"=5" vertical, three (3) half size (11"x17") and two (2) full size (22"x34") construction drawings, updated schedules and updated opinion of probable construction costs for each submittal. These items will be submitted to the OWNER at the 50% submittal date. In addition, the submittals will include electronic copies of the construction drawings in pdf format. Typical sheets used in the project will be:
 - a. Cover Sheet
 - b. General Notes
 - c. Project layout control (2 sheets per submittal)
 - d. Plan and Profile sheets (approx. 20 sheets for the 12-inch water line along Preston Road and Frontier Parkway, and approx. 8 sheets for the 12-inch water line along CR 134)
 - e. Construction Details (approx. 4 sheets per submittal)
 5. Upon receipt of the OWNER's comments on the 50% submittals, one (1) review meeting will be held to discuss the review comments and recommendations based on the 50% plans.
 6. Once the 50% comments have been received from the OWNER, FNI will prepare two sets of 90% documents; one for the 12-inch water line along Preston Road and Frontier Parkway, and one for the 12-inch water line along CR 134. The submittals will include three (3) sets of half size (11"x17") and two (2) full size (22"x34") construction drawings, specifications, contract documents, bid proposal, updated schedule and updated opinion of probable construction costs for each submittal. In addition, the submittals will include electronic copies of the construction drawings in pdf format.
 7. Upon receipt of the OWNER's comments on the 90% submittals, one (1) review meeting will be held to discuss the review comments and recommendations based on the 90% plans.
 8. Once the 90% comments have been received from the OWNER, FNI will prepare two sets of 100% documents; one for the 12-inch water line along Preston Road and Frontier Parkway, and one for the 12-inch water line along CR 134. The submittals will include three (3) sets of half size (11"x17") and two (2) full size (22"x34") construction drawings, specifications, contract documents, bid proposal, updated schedule and updated opinion of probable construction costs for each submittal. In addition, the submittal will include electronic copies of the construction drawings in pdf format.
 9. Upon receipt of the OWNER's comments on the 100% submittals, one (1) review meeting will be held to discuss the review comments and recommendations based on the 100% plans.
 10. Once the 100% comments have been received from the OWNER, FNI will prepare "final" documents. Provide "final" plans, specifications, contract documents, and bid proposals for two

- (2) construction contracts to complete this project and in accordance with the OWNER's bidding procedures. Three (3) sets of half size (11"x17") and two (2) sets of full size (22"x34") construction drawings, specifications, contract documents, bid proposals and opinion of probable construction costs will be provide to the OWNER during the bidding process for each submittal. In addition, the submittals will include electronic copies of the construction drawings in pdf on CDs.
11. Upon completion of the design services and approval of "final" drawings and specifications by OWNER, FNI will submit these to the TCEQ for review and approval. The project may be advertised and reviewed by the TCEQ concurrently as directed by OWNER, however the project cannot start construction until TCEQ approval.
- E. BID OR NEGOTIATION PHASE. Upon completion of the design services and approval of 100% drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:
1. The project will be completed with three (3) construction contracts and includes Bid Phase services for the: a) 2.0 MG Elevated Storage Tank and 24-inch Water Line; b) SE Sector 12-inch Water Line (Preston Rd and Frontier Pkwy); and c) CR 134 12-inch Water Line. The same services for Bid Phase will be provided for each.
 2. Assist OWNER in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for OWNER to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER.
 3. Provide Contract documents to be distributed for bidding purposes using CivCast provided by the OWNER. Contract Documents will be made available for download or viewing free of charge to prospective bidders.
 4. Maintain information on entities that have been issue a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
 5. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 6. Assist OWNER in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by OWNER. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
 7. Assist the OWNER in conducting a pre-bid conference for the construction projects and coordinate responses with OWNER. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
 8. Assist OWNER in the preparation of Construction Contract Documents for construction contracts. The numbers provided herein are per construction contract. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the OWNER and construction contractor. Distribute five (5) copies of these documents to the contractor with a

notice of award that includes directions for the execution of these documents by the construction contractor. Provide OWNER with four (4) copies of these documents for use during construction. FNI will retain one (1) copy. Additional sets of documents can be provided as an additional service. Provide Adobe PDF set of the final plans along with an Adobe PDF set of the final contract documents and specifications on CD.

9. Furnish OWNER two (2) full size (22"x34") copies and three (3) half size (11"x17") copies of the drawings for construction pursuant to the General Conditions of the Construction Contract.

- F. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the OWNER agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. The project will be completed with three (3) construction contracts and includes Construction Phase services for the: a) 2.0 MG Elevated Storage Tank and 24-inch Water Line; b) 12-inch Water Line along Preston Road and Frontier Parkway; and c) 12-inch Water Line along CR 134. The same services for Construction Phase will be provided for each, except where noted otherwise.
2. Assist OWNER in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
3. Establish communication procedures with the OWNER and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, construction schedule and pending and approved contract modifications.
4. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
5. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the

- amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
6. Make visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. Visits to the site in excess of eighteen (18) for the Elevated Storage Tank and in excess of two (2) for the 24-inch Water Line are an additional service. Visits to the site in excess of six (6) for the 12-inch Water Line along Preston Road and Frontier Parkway and in excess of three (3) for the 12-inch Water Line along CR 134 are an additional service.
 7. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
 8. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
 9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.
 10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
 11. Conduct, in company with OWNER's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
 12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. One (1) set of prints of "Record Drawings" shall be provided by FNI to OWNER (full size 22"x34" on Mylar paper).

Electronic CAD files shall be submitted and will include line-work for property boundaries, right-of-way, easements, roadway, lighting, drainage, and water.

2. SPECIAL SERVICES: Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by Tasks A, B, C, and D preceding, which may be performed or arranged for separately by OWNER, or may be added to the ENGINEER's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:

G. Surveying and Easement Documents

1. FNI's survey sub-consultant will perform survey and prepare a boundary/topographic survey map of approximately 1.2 acres for the EST site. FNI's survey subconsultant will also prepare survey and prepare a boundary/topographic survey map of a 750-foot long and 40-foot wide access easement from CR 83 to the EST tank site. A survey and topographic survey map will be prepared for a 1,000-foot long 20-foot wide permanent water line easement for the 24-inch water line, as well as an adjacent 1,000-foot long, 30-foot wide temporary construction easement. The survey map will indicate all surface features, spot elevations, one-foot contours, boundary lines, buildings, existing water facilities, utilities, fences, sidewalks, curbs, inlets, and edges of pavement. Boundary surveys will include property corners and legal descriptions suitable for platting purposes. The survey map will be provided in AutoCAD format based upon NAD83 horizontal and NAVD88 vertical control.
2. FNI's survey sub-consultant will perform survey and prepare a design/topographic survey of the 12-inch water line alignment along Preston Rd and Frontier Pkwy for a total of 11,500 linear feet, as well as the 12-inch water line alignment along CR 134 for a total of 4,625 linear feet, both 50-feet in width. The survey will be prepared in an electronic (AutoCAD) format, based upon the Texas Coordinate System and NAVD/88 vertical datum and will indicate all surface features, spot elevations, one-foot contours, right-of-way lines, property lines, all surface features indicating the location of underground utilities and the location of underground utilities marked by DigTess. Flowlines will be obtained on manholes, inlets, culverts, headwalls and pipes wherever accessible.
3. FNI's survey sub-consultant will prepare electronic easement documents per each, up to eighteen (18) permanent and up to eighteen (18) temporary for the 12-inch waterlines. Up to one (1) permanent and up to (1) temporary electronic easement document will be prepared for the 24-inch waterline.
4. FNI's survey sub-consultant will prepare legal descriptions suitable for platting purposes for the 1.2 acre EST site, and for the 40-foot wide by 750-foot long access drive.

H. Subsurface Utility Exploration (SUE)

1. FNI's SUE sub-consultant will perform Quality Level "B" for the 12-inch waterlines at roadway crossings/intersections only. Up to fourteen (14) Quality Level "A" testholes at 4-8 feet deep, with a maximum of four (4) inside of pavement, and ten (10) outside of pavement will be performed. Up to four (4) Quality Level "A" test holes at 8-12 feet deep will be performed outside of pavement. All SUE field data will be surveyed. FNI will provide their sub-consultant with survey control and topographic files in CAD format.

I. Geotechnical Engineering

1. Field Exploration

- a. Select appropriate locations for exploratory borings within the vicinity of the proposed EST. The Engineer will coordinate with the City and notify Texas 811 of the planned borings prior to commencement of the field exploration activities in order to locate existing underground utilities within the area.
- b. Subcontract with a drilling contractor to drill four (4) borings within the footprint of the proposed EST, three (3) to an approximate depth of 45 feet and one (1) to a depth of approximately 65 feet, and two (2) borings to a depth of approximately 15 feet along the proposed access driveway. The boring depths are intended to provide a 15- to 30-foot profile of the bedrock below the EST and may be adjusted based on *in situ* conditions to achieve this penetration.
 - i. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored using an NX core barrel and/or tested *in situ* using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
 - ii. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - iii. The borings will be backfilled with auger cuttings upon completion of drilling and sampling.
- c. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

2. Laboratory Testing

- a. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
- b. The Engineer will select samples for laboratory testing, assign tests, and review the test results.
- c. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - ii. Moisture content
 - iii. Unit dry weight
 - iv. Unconfined compressive strength
 - v. One-dimensional swell (restrained and unrestrained)
 - vi. One-dimensional consolidation
 - vii. Soluble sulfate content (Tex-145-E)

3. Engineering Analysis and Reporting

- a. The Engineer will perform the geotechnical engineering analysis and prepare a technical memorandum summarizing the geotechnical investigation, which will include the following:
 - i. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - ii. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.

- iii. Foundation recommendations for support of the proposed EST, including bearing capacity of soils, suitable bearing material, lateral and overturning resistance, etc. applicable for the recommended foundation or foundation options.
- iv. Subgrade treatment and preparation recommendations for the access driveway.
- v. General discussion of expected construction related issues.
- vi. Earthwork related recommendations for use during development of plans and specifications.

J. Environmental Services

1. This environmental scope of services only applies to the approximately 11,500 linear feet (LF) of 12-inch water line along Preston Road and Frontier Parkway. This scope assumes that the pipeline can be designed and authorized under the terms and conditions of Nationwide Permit 12, Utility Line Activities, without a pre-construction notification. FNI proposes the following scope of services to address these requirements.
 - a. Task 1. Desktop Review: Assemble readily available environmental data and perform a desktop mapping review of the alignment study options for potential environmental constraints.
 - b. Task 2. Compile Information: Assemble data such as aerial photos, ROW limits, and alignments in digital format for site visit of the selected alignment. The selected alignment will be based on the alignment study and the results of Task 1, above. Create Data Dictionary for GPS data logger for data collection.
 - c. Task 3. Conduct site visit for water line alignment (11,500 LF). FNI environmental scientists will conduct a site visit to observe and document existing conditions (environment) and assess project impacts along the selected alignment. The general locations of waters of the U.S., including wetlands; potential threatened/endangered species habitat will be identified in the proposed ROW.
 - d. Task 4. Consult with Texas Historical Commission (THC): Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, coordination with THC will be required. FNI will prepare a letter to the Texas Historical Commission describing the project and requesting their review. Any follow up studies required by the THC are not included in this scope of services. An archeological survey is not included in this scope of services.
 - e. Task 5. Prepare Technical Memorandum: FNI will prepare a technical memorandum documenting the results of the field study including water crossing data forms, photos, GPS information, and an opinion on the Section 404 permitting requirements. FNI will then recommend what, if any, additional studies are needed and a proposed course of action needed to get the project authorized under a Section 404 permit. Additional studies are not included in this scope of services.
 - f. Task 6. Meet with Town: FNI environmental scientists will attend one meeting with the Town to discuss the draft technical memorandum, the Town's comments, and the USACE permitting process.

K. Additional Construction Phase Representation (EST only)

1. ENGINEER will furnish the services of a field representative to perform specialty observations of the tank construction at the intervals detailed below. Each site visit will be documented with a site visit report and project photos. ENGINEER will notify the OWNER and Contractor of defective work found. ENGINEER will endeavor to protect OWNER in providing these services however, it is understood that ENGINEER does not guarantee the Contractor's performance, nor is ENGINEER responsible for supervision of the Contractor's operation and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. Specifically, ENGINEER will provide the following;
2. Concrete Pedestal:
 - a. 26 visits consisting of approximately 4 hours on site plus site visit documentation (6 visits for foundation, 18 for pedestal lifts, and 2 for pedestal top out).
3. Steel Bowl Welds:
 - a. Approximately 20 site visits to:
 - i. Observe dimensions of steel plates for correct thickness;
 - ii. Observe edge preparation and bevels of plates;
 - iii. Observe all surfaces for irregularities such as laminations and cracks;
 - iv. Observe proper welding procedures during erection;
 - v. Coordinate with testing laboratory with regard to selection of X-ray locations and observe film placement.
4. Protective Coatings:
 - a. Approximately 20 site visits to:
 - i. Check shop blasting for profile and priming for thickness;
 - ii. Check all coating products to ensure they meet specifications;
 - iii. Check mixing and application of each of the coating products;
 - iv. Observe holiday testing.
5. General Meetings:
 - a. Field representative will attend up to eighteen (18) monthly construction progress meetings with the Design Engineers and OWNER's staff.
6. ENGINEER will not provide a testing laboratory. This scope assumed the OWNER will engage their own construction materials testing laboratory for all materials to be tested.
7. This scope assumes OWNER will provide their own inspection staff to inspect tank site work, piping, electrical, and instrumentation.

3. ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. GIS mapping services or assistance with these services.
- C. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- D. Preparing Operation and Maintenance Manuals or conducting operator training.

- E. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- F. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- G. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- H. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- I. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- J. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- K. Services required to resolve bid protests or to rebid the projects for any reason.
- L. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- M. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- N. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- O. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- P. Provide follow-up professional services during Contractor's warranty period.
- Q. Preparation of the following: a detailed wetland delineation and jurisdictional determination report; pre-construction notification for nationwide or regional general 404 permit coverage; a formal written request for USACE authorization under a letter of permission procedure; a standard individual Section 404 permit application; an Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement; and meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
- R. Expert representation at legal proceedings or at contested hearings.
- S. Phase I/II Environmental Site Assessment.

4. TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule (Calendar Days):

- Approximate Notice to Proceed (NTP): October 1, 2016
- Preliminary 12-Water Line Submittal: 45 days from NTP
- 50% Design Phase & Submittal: 90 days from receipt of Owner's comments on Preliminary 12-inch Water Line submittal
- 90% Design Phase & Submittal: 60 days from receipt of Owner's comments on 50% submittal
- 100% Design Phase & Submittal: 21 days from receipt of Owner's comments on 90% submittal
- Bid Phase Documents: 14 days from receipt of Owner's comments on 100% submittal (Final Design)
- Bid Phase & Contract Execution: Approximately 60 days
- Construction Phase: Approximately 560 days (224 days for the 12" WLs)
- Record Drawings: 30 days from receipt of drawings from Owner and Contactor

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Exhibit B.

5. RESPONSIBILITIES OF OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Changed Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. OWNER shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. OWNER shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by OWNER.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. OWNER shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- K. If OWNER designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this AGREEMENT before the Construction Phase of the Project begins.

- L. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- M. Give prompt written notice to FNI whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- N. Furnish, or direct FNI to provide, Additional Services as stipulated in this Exhibit A other services as required.
- O. Bear all costs incident to compliance with the requirements of this Section "Owner Responsibilities".

EXHIBIT B**COMPENSATION**

Compensation to FNI for the Basic Services described in Exhibit A shall be the lump sum of Five Hundred Thirty-Four Thousand Four Hundred Dollars (\$534,400). Compensation to FNI for Special Services in Exhibit A shall be computed on the basis of the Schedule of Charges, but shall not exceed Three Hundred Eleven Thousand One Hundred Dollars (\$311,100). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify CITY for CITY's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>	<u>Position</u>	<u>Min</u>	<u>Max</u>
Architectural Intern I	96	117	O&G CAD Coordinator	146	150
Architectural Intern II	114	139	O&G Construction Manager II	126	218
Architect IV	144	175	O&G Engineer II	135	164
Architect V	166	203	O&G Engineer IV	157	192
Architect VI	211	226	O&G Engineer V	202	218
Landscape Architectural Intern II	89	108	O&G Engineer VI	242	300
Landscape Architect IV	133	148	O&G Engineer VII	304	371
Landscape Architect VI	206	251	Environmental Scientist I	71	86
Construction Contract Admin II	140	171	Environmental Scientist II	87	91
Document Control Specialist II	84	113	Environmental Scientist III	103	126
Construction Representative	60	105	Environmental Scientist IV	123	149
Construction Manager I	99	110	Environmental Scientist V	161	196
Construction Manager II	119	148	Environmental Scientist VII	201	250
Construction Manager III	128	169	Environmental Scientist VIII	228	326
Construction Manager IV	157	191	Senior Geologist	145	178
Construction Manager V	189	255	Hydrologist IV	143	164
Program Manager I	166	192	Hydrologist V	157	192
Program Manager II	167	300	Hydrologist VII	223	272
Program Manager III	293	358	Planner II	86	101
Engineer I	111	130	Planner III	97	115
Engineer II	119	130	Planner IV	116	158
Engineer III	125	159	Planner V	170	174
Engineer IV	140	197	Planner VII	259	270
Engineer V	177	226	Technician I	66	68
Engineer VI	198	286	Technician II	72	87
Engineer VII	244	290	Technician III	88	114
Engineer VIII	307	364	Technician IV	97	143
Group Manager	243	377	CAD Designer	129	164
Principal	243	377	Senior CAD Designer	140	189
Electrical Engineer I	118	120	Designer II	174	213
Electrical Engineer III	117	142	Senior Designer	164	226
Electrical Engineer IV	169	193	GIS Analyst II	71	86
Electrical Engineer V	180	220	GIS Analyst III	91	96
Electrical Engineer VI	224	273	GIS Analyst IV	101	154
Mechanical Engineer I	108	131	GIS Analyst V	132	170
Mechanical Engineer IV	152	161	3D Visualization Coordinator	187	228
Mechanical Engineer V	211	221	Corporate Project Support Intern	46	222
				39	64

Rates for In-House Services**Travel**

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. Subconsultants are reimbursed at actual cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February. Last updated February 2016.

3750220 16

EXHIBIT C
COMPENSATION BREAKDOWN OF FEE
City of Celina SE Sector 2.0 MG EST and Water Line Improvements

- OPCC (Not Including Easements)
 - o Elevated Tank + 24" Water Line = \$5,403,780
 - o 12" Water Line (SE Sector) = \$1,617,500
 - o 12" Water Line (CR 134) = \$664,900
 - o Total = \$7,686,180
- Proposed Fee
 - o Basic Services (Lump Sum) = \$534,400
 - o Special Services (Cost Plus Not to Exceed) = \$311,100
 - Design Topographic Survey = \$99,940
 - Site Boundary Survey = \$1,030
 - Access Drive Boundary Survey = \$1,030
 - 19 Permanent Easements = \$19,570 (\$1,030 each)
 - 19 Temporary Construction Easements = \$16,150 (\$850 each)
 - SUE = \$51,370
 - Geotechnical Engineering = \$24,680
 - Environmental Services = \$25,740
 - Specialty Observation During Tank Construction = \$71,590

City of Celina
SE Sector Water
2.0 MG Elevated Storage Tank
and 24" Waterline



Innovative approaches
Practical results
Outstanding service

2711 N. Haskell Avenue, Suite 3300 Dallas, Texas 75204 214-217-2200 fax 214-217-2201 www.freese.com

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

September 13, 2016

ESTIMATOR	CHECKED BY	ACCOUNT NO.
REE	JP	OFF16041

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A	2.0 MILLION GALLON ELEVATED STORAGE TANK (Approx 152' tall from ground to top of Bowl)				
1	2.0 Million Gallon Composite Elevated Storage Tank	1	LS	\$ 3,327,000	\$ 3,327,000
B	SUPPORTING ITEMS FOR ELEVATED STORAGE TANK				
1	24" Ductile Iron Yard Piping	200	LF	\$ 240	\$ 48,000
2	24" BFV (Isolation) at site boundary	1	EA	\$ 9,500	\$ 9,500
3	1" Water Service & Meter Box (Irrigation Tap)	1	EA	\$ 2,000	\$ 2,000
4	Fire Hydrant Assembly	1	EA	\$ 5,500	\$ 5,500
5	Trench Safety	200	LF	\$ 1	\$ 200
6	8' Ornamental Fencing	1104	LF	\$ 150	\$ 165,600
7	16' Motorized Sliding Vehicle Access Gate	1	EA	\$ 5,000	\$ 5,000
8	12" Wide x 6" Thick Concrete Mow Strip (Fence)	1104	LF	\$ 10	\$ 11,000
9	6" Concrete Access Drive and Parking on Tank Site	500	SY	\$ 80	\$ 40,000
10	6" Concrete Access Drive to CR 83 (750'x12')	1000	SY	\$ 80	\$ 80,000
11	Clearing and Grubbing	1.2	AC	\$ 1,000	\$ 1,200
12	Site Preparation and Grading	1	LS	\$ 24,000	\$ 24,000
13	Rock Rip Rap	25	SY	\$ 50	\$ 1,300
14	Hydromulch Seed	5107	SY	\$ 2	\$ 7,700
15	Landscaping (5 gal Photinia shrubs 5' OC along fence)	221	EA	\$ 35	\$ 7,700
16	Tank/Site Electrical and SCADA	1	LS	\$ 370,000	\$ 370,000
17	Electric Utility Fee (CoServ)	1	LS	\$ 100,000	\$ 100,000
18	Storm Water Pollution Prevention Plan	1	LS	\$ 5,000	\$ 5,000
19	Mobilization (5%)	1	LS	\$ 210,535	\$ 210,500
	Subtotal B:				\$ 1,094,200
C	24" Water Line				
1	24" AWWA C905 DR18 PVC Waterline	1300	LF	\$ 240	\$ 312,000
2	24" Butterfly Valve	1	EA	\$ 2,500	\$ 2,500
3	2" Combination Air Valve	1	EA	\$ 5,500	\$ 5,500
4	Connect to Ex. 24" Waterline (CR 86)	1	EA	\$ 8,000	\$ 8,000
5	Trench Safety System	1300	LF	\$ 1	\$ 1,300
6	Hydromulch Seed	7222	SY	\$ 2	\$ 10,800
7	Storm Water Pollution Prevention Plan	1	LS	\$ 2,000	\$ 2,000
8	Mobilization (5%)	1	LS	\$ 17,105	\$ 17,100
	Subtotal C:				\$ 359,200

Attachment: 2016-10-11 Contract - EST and Water Line Improvements - FNI (1788 : Engineering Design EST and Water Lines - FNI)

SUBTOTAL TANK COSTS (ITEM A)	\$3,327,000
CONTINGENCY	10% \$332,700
TOTAL TANK COSTS (ITEM A)	\$3,659,700
SUBTOTAL SUPPORTING ITEMS & WL CONSTRUCTION COSTS (ITEM B + C)	\$1,453,400
CONTINGENCY	20% \$290,680
TOTAL SUPPORTING ITEMS & WL CONSTRUCTION COSTS (ITEMS B + C)	\$1,744,080
TOTAL TANK, SUPPORTING ITEMS & WL CONSTRUCTION COSTS (ITEMS A + B + C)	\$5,403,780

D	Easement Costs				
1	20' Wide Permanent Easement (24" WL)	20000	SF	\$ 2	\$ 40,000
2	30' Wide Temporary Construction Easement (24" WL)	30000	SF	\$ 0.75	\$ 22,500
3	40' Wide Permanent Access Easement (Access Drive)	30000	SF	\$ 2	\$ 60,000
4	Tank Site	5808	SF	\$ 2	\$ 11,600
				Subtotal D:	\$ 134,100

TOTAL EASEMENT COSTS (ITEM D)	\$ 134,100
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TOTAL TANK, SUPPORTING ITEMS, WL CONSTRUCTION & EASEMENT COSTS (ITEMS A + B + C + D)	\$ 5,537,880
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City of Celina
SE Sector 12" Waterline (Preston
Rd / Frontier Pkwy)



Innovative approaches
Practical results
Outstanding service

2711 N. Haskell Avenue, Suite 3300 Dallas, Texas 75204 214-217-2200 fax 214-217-2201 www.freese.com

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

September 13, 2016

ESTIMATOR	CHECKED BY	ACCOUNT NO.
REE	JP	OFF16041

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A	12" Waterline - Preston Rd/Frontier Pkwy				
1	12" AWWA C900 DR18 PVC Waterline	11500	LF	\$ 66	\$ 759,000
2	24" Steel Casing by Bore	635	LF	\$ 384	\$ 243,800
3	12" Gate Valve	10	EA	\$ 8,000	\$ 80,000
4	Fire Hydrant Assembly	10	EA	\$ 5,500	\$ 55,000
5	Connection to Existing Water Line	2	EA	\$ 1,500	\$ 3,000
6	Trench Safety System	10865	LF	\$ 1	\$ 10,900
7	Reinforced Concrete Pavement Removal and Replacement	183	SY	\$ 90	\$ 16,500
8	Hydromulch Seed	60361	SY	\$ 2	\$ 90,500
9	Clearing and Grubbing	1	LS	\$ 5,000	\$ 5,000
10	Storm Water Pollution Prevention Plan	1	LS	\$ 10,000	\$ 10,000
11	Traffic Control Plan	1	LS	\$ 10,000	\$ 10,000
12	Mobilization (5%)	1	LS	\$ 64,185	\$ 64,200
	Subtotal A:				\$ 1,347,900

SUBTOTAL CONSTRUCTION COSTS (ITEM A)	\$1,347,900
CONTINGENCY	20% \$269,600
TOTAL CONSTRUCTION COSTS	\$1,617,500

B	Easement Costs				
1	20' Wide Permanent Easement	230000	SF	\$ 2	\$ 460,000
2	30' Wide Temporary Construction Easement	345000	SF	\$ 0.75	\$ 258,800
	Subtotal B:				\$ 718,800

TOTAL EASEMENT COSTS	\$ 718,800
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TOTAL CONSTRUCTION & EASEMENT COSTS (ITEMS A + B)	\$ 2,336,300
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Attachment: 2016-10-11 Contract - EST and Water Line Improvements - FNI (1788 : Engineering Design EST and Water Lines - FNI)

City of Celina
12" Waterline (CR 134)



Innovative approaches
Practical results
Outstanding service

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PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

September 13, 2016

ESTIMATOR	CHECKED BY	ACCOUNT NO.
REE	JP	OFF16041

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A	12" Waterline - CR 134				
1	12" AWWA C900 DR18 PVC Waterline	4625	LF	\$ 66	\$ 305,300
2	24" Steel Casing by Bore	270	LF	\$ 384	\$ 103,700
3	12" Gate Valve	4	EA	\$ 8,000	\$ 32,000
4	Fire Hydrant Assembly	4	EA	\$ 5,500	\$ 22,000
5	Connection to Existing Water Line	2	EA	\$ 1,500	\$ 3,000
6	Trench Safety System	4355	LF	\$ 1	\$ 4,400
7	Remove and Replace Metal Pipe Fence	80	LF	\$ 75	\$ 6,000
8	Hydromulch Seed	24194	SY	\$ 2	\$ 36,300
9	Clearing and Grubbing	1	LS	\$ 5,000	\$ 5,000
10	Storm Water Pollution Prevention Plan	1	LS	\$ 5,000	\$ 5,000
11	Traffic Control Plan	1	LS	\$ 5,000	\$ 5,000
12	Mobilization (5%)	1	LS	\$ 26,385	\$ 26,400
	Subtotal A:				\$ 554,100

SUBTOTAL CONSTRUCTION COSTS (ITEM A)	\$554,100
CONTINGENCY	20% \$110,800
TOTAL CONSTRUCTION COSTS	\$664,900

B	Easement Costs				
1	20' Wide Permanent Easement	92500	SF	\$ 2.00	\$ 185,000
2	30' Wide Temporary Construction Easement	138750	SF	\$ 0.75	\$ 104,100
	Subtotal B:				\$ 289,100

TOTAL EASEMENT COSTS	\$ 289,100
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TOTAL CONSTRUCTION & EASEMENT COSTS (ITEMS A + B)	\$ 954,000
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Attachment: 2016-10-11 Contract - EST and Water Line Improvements - FNI (1788 : Engineering Design EST and Water Lines - FNI)

Celina 12" WL

CR 134

Legend

 Celina CR 134 12" WL

7.G.a

289

105

103

Father's Minds Dr

4,625 LF 12" WL

134

97

Canyon Rd

Google earth

2000 ft

Packet Pg. 118

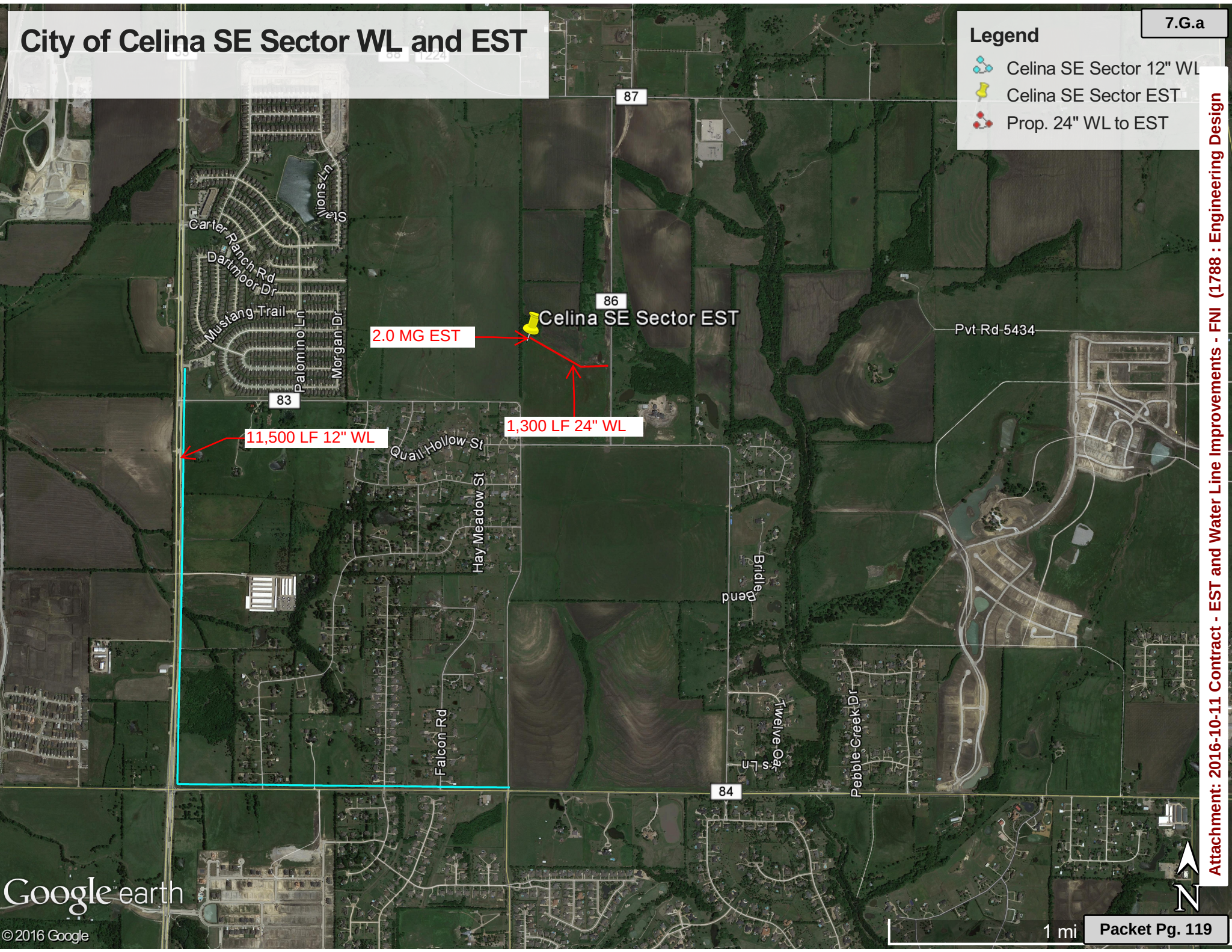
Attachment: 2016-10-11 Contract - EST and Water Line Improvements - FNI (1788 : Engineering Design

City of Celina SE Sector WL and EST

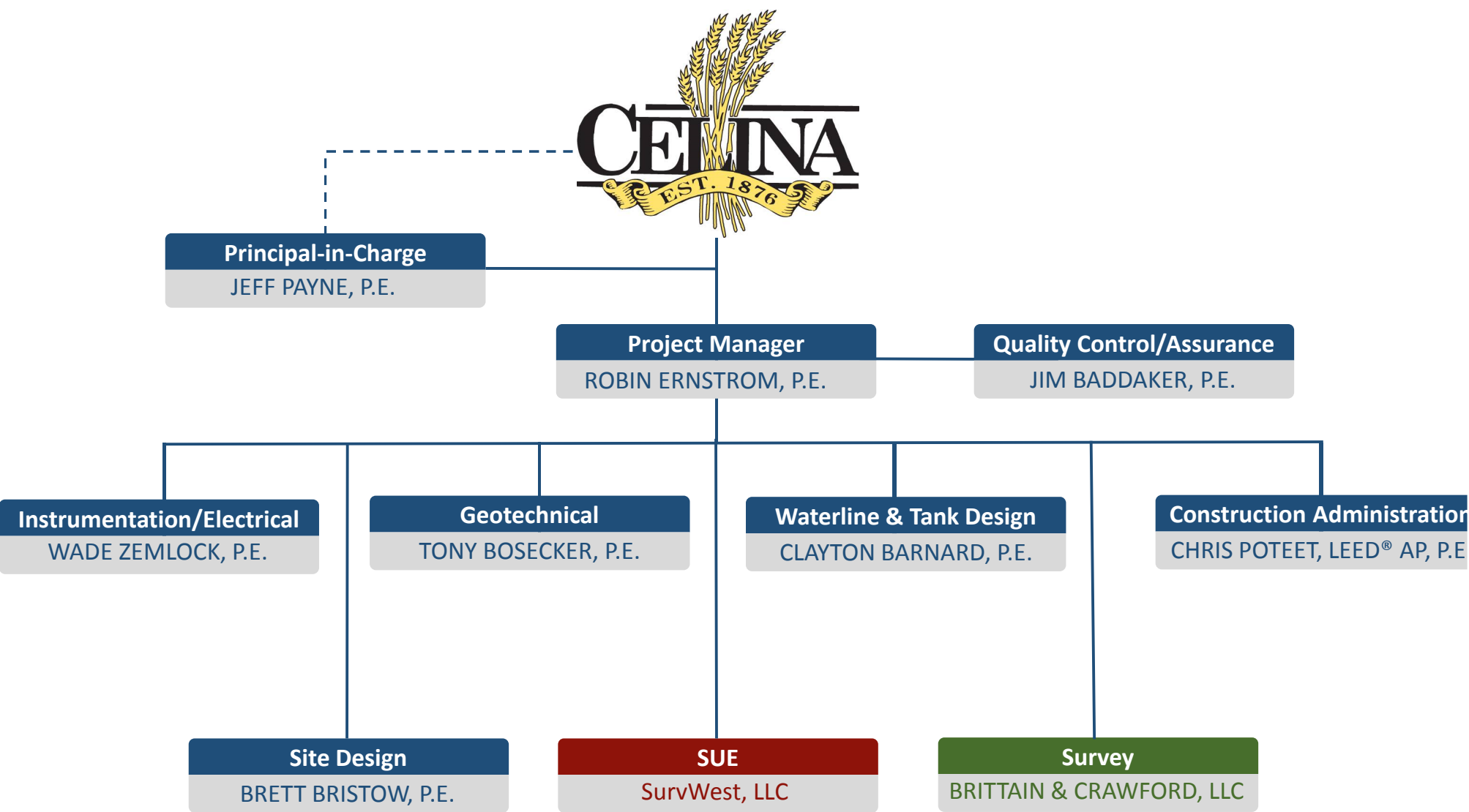
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Legend

-  Celina SE Sector 12" WL
-  Celina SE Sector EST
-  Prop. 24" WL to EST



Attachment: 2016-10-11 Contract - EST and Water Line Improvements - FNI (1788 : Engineering Design



Attachment: 2016-10-11 Contract - EST and Water Line Improvements - FNI (1788 : Engineering Design



EXPERIENCE

7 years total

EDUCATION

M.S., Water Resources,
Norwich University

B.S., Civil Engineering, Norwich
University

REGISTRATION

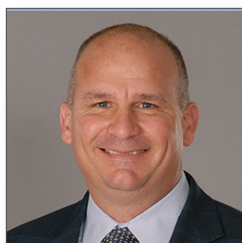
Professional Engineer, Texas
#116853

ROBIN ERNSTROM, P.E. PROJECT MANAGER

Robin Ernststrom serves as a Water/Wastewater Transmission and Utilities Design Engineer. She specializes in a wide variety of civil engineering project for Texas municipalities and water districts, with an emphasis in designing water distribution and sanitary sewer collection systems, elevated storage tanks, utility rehabilitation, pump stations and transmission pipelines. Robin previously worked for the U.S. Army Corps of Engineers as a project manager and design engineer on military construction projects at bases in Texas and Louisiana. Robin is experienced in producing construction plans, specifications and estimates as well as technical engineering reports for a range of projects.

RELEVANT EXPERIENCE

- East System Air Valve Improvements | North Texas Municipal Water District | Project Manager
- 2.0 MG Elevated Storage Tank | City of Lancaster | Project Engineer
- FM 423 Utility Relocation | City of Little Elm | Project Engineer
- FM 544 Utility Relocation | City of Lewisville | Project Engineer
- Custer Road Pump Station Improvements | Town of Prosper | Project Engineer
- Lower Bois d'Arc Mitigation Phase 2 | North Texas Municipal Water District | Project Engineer



EXPERIENCE

19 years total

EDUCATION

M.S., Engineering and
Environmental Management,
United States Air Force
Institute of Technology

B.S., Civil Engineering, United
States Air Force Academy

REGISTRATION

Professional Engineer, Texas
#90732

JEFF PAYNE, P.E. PRINCIPAL-IN-CHARGE

Jeff Payne is an FNI Vice President/Principal and the firm's Water/Wastewater Transmission and Utilities East Group Manager. He has successfully designed and managed urban and rural water transmission and wastewater conveyance projects ranging from 30 to 108 inches in diameter and pump station projects ranging from 8 to more than 300 MGD. In addition, Jeff has designed and managed many small-diameter municipal utility water/wastewater projects, including elevated and ground storage tanks. Jeff managed the NTMWD's Lake Texoma to Wylie Pipeline project which was awarded national accolades from both the American Society of Civil Engineers and the American Public Works Association.

RELEVANT EXPERIENCE

- Treated Water System Infrastructure | Town of Prosper | Project Manager
- 2.0 MG Elevated Storage Tank and 1st Street Waterline | Town of Prosper | Project Manager
- 1.0 MG Elevated Storage Tank | City of Princeton | Project Manager
- 2.0 MG Elevated Storage Tank | Town of Little Elm | Principal-in-Charge
- Pressure Plan Elevated Storage Tank and Waterline | City of Irving | Principal-in-Charge
- Eldorado Parkway Water Line | Town of Little Elm | Project Manager



EXPERIENCE

43 years total

EDUCATION

B.S., Mechanical Engineering,
University of Denver

REGISTRATION

Professional Engineer, Texas
#40497

JIM BADDAKER, P.E. QUALITY CONTROL/ASSURANCE

Jim Baddaker is a firm Associate and one of FNI's most experienced pipeline project managers and quality control reviewers, particularly related to implementing cost-effective, less-disruptive construction techniques. His background includes more than 130 projects to replace approximately 250,000 linear feet of water and wastewater pipelines. Prior to joining FNI, he served as Public Works Director/City Engineer for the City of Grapevine, where he was responsible for all public works operations and maintenance functions, and coordinating the City's operations with D/FW Airport operations.

RELEVANT EXPERIENCE

- 2.0 MG Elevated Storage Tank | City of Lancaster | Project Manager
- 1.5 MG South Elevated Storage Tank | City of Terrell | Quality Control
- Ground Storage Tank Repair | City of Richardson | Project Manager
- Sewer Rehabilitation Program | City of Palestine | Project Manager
- Wilson Creek Interceptor Project | City of McKinney | Project Manager
- Utility Adjustments for Loop 256 | City of Palestine | Project Manager
- Peninsula Lift Station and Force Main | City of Wynnwood | Project Manager
- FM 1171 Utility Replacements | Town of Flower Mound | Project Manager



EXPERIENCE

11 years total

EDUCATION

B.S., Civil Engineering, Texas
A&M University

REGISTRATION

Professional Engineer, Texas
#103415

CLAYTON BARNARD, P.E. WATERLINE & TANK DESIGN

Clayton Barnard is a Project Manager in FNI's Transmission and Utilities - East Group in Frisco, Texas. He has a broad background including roadway design, program management, water distribution and transmission lines, gravity sewers and force mains, and pump stations and lift stations. This experience includes trenchless technologies, including horizontal directional drilling, slip lining, cured-in-place liners and pipe bursting, as well as conventional boring/tunneling. He is developing a reputation for maximizing client's budgets and managing large and small scale pipeline and pump/lift station design projects and construction projects on tight schedules. He routinely coordinates with public and private utilities, as well as the Texas Department of Transportation (TxDOT,) railroads, counties and drainage districts.

RELEVANT EXPERIENCE

- FM 720 Force Main Relocations | City of Oak Point | Project Manager
- 4th Army Memorial Drive Reconstruction | City of Frisco | Project Engineer
- FM 2181 Utility Relocations, City of Denton | Project Engineer
- High-Service Pump Station 1-1 | NTMWD | Project Manager
- Wylie-to-Garland 42-inch Pipeline | NTMWD | Project Manager
- Stewart Creek Reuse | City of Frisco | Project Manager
- McKinney Intersection Projects | City of McKinney | Project Engineer



EXPERIENCE

18 years total

EDUCATION

M.S., Engineering
Management, University of
Missouri at Rolla

B.S., Industrial Engineering,
Texas A&M University

REGISTRATION

LEED® Accredited Professional
#10363924

CHRIS POTEET, LEED® AP CONSTRUCTION ADMINISTRATION

Chris Poteet manages FNI's Construction Service group in Dallas. His group provides construction phase services and support to both internal design groups and external clients. In addition to managing the group, Mr. Poteet serves as both a Construction Manager and FNI's lead Franchise Utility Coordinator. His experience in construction management includes roadways, stormwater systems, water and wastewater facilities and energy projects. Mr. Poteet has extensive design phase experience with regional franchise utilities, including: phone, gas distribution and transmission, electrical distribution and transmission and cable television. Additionally, Mr. Poteet provides internal cost estimating support during the design phase of infrastructure projects.

RELEVANT EXPERIENCE

- 4th Army Drive Reconstruction | City of Frisco | Franchise Utility Coordinator
- 1.5 MG South Elevated Storage Tank | City of Terrell | Project Team
- 2.0 MG Elevated Storage Tank | Town of Little Elm | Construction Manager
- Elevated Storage Tank | City of Lancaster | Construction Manager
- Merritt Road Roadway and Utility Improvements | City of Rowlett | Estimator, Franchise Utility Coordinator



EXPERIENCE

18 years total

EDUCATION

B.S., Electrical Engineering,
Texas Tech University

REGISTRATION

Professional Engineer, Texas
#92701

WADE ZEMLOCK, P.E. INSTRUMENTATION/ELECTRICAL

Wade Zemlock is a Senior Electrical Engineer and FNI's Electrical Group Manager, who has provided electrical engineering services for a range of transportation projects throughout Texas. He is TxDOT precertified in illumination. Wade also has completed work for higher education facilities and dormitories, administrative office buildings and country clubs. He is experienced in electrical system design, including SCADA systems and medium-voltage distribution systems.

RELEVANT EXPERIENCE

- Stone Road Extension and Improvements | City of Burleson | Electrical Engineer
- Bethel/Coppell Road Infrastructure and Old Town Development | City of Coppell | Electrical Engineer
- Clearfork Main Street Bridge | City of Fort Worth | Electrical Engineer
- Lake Ridge Parkway Improvements | City of Grand Prairie | Electrical Engineer



EXPERIENCE

12 years total

EDUCATION

B.S., Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer, Texas #101000

LEED-Accredited Professional

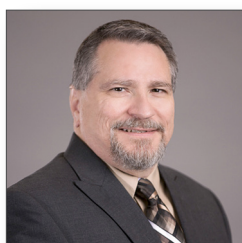
ISI-Envision Sustainability Professional

BRETT BRISTOW, P.E. SITE DESIGN

Brett Bristow is a Project Manager/Engineer in FNI's Urban Planning + Design Group. The majority of Brett's experience includes commercial and industrial site development, and he specializes in site civil and stormwater system designs. He is also experienced with LEED® credits for site civil projects. He is responsible for all phases of site development design and specializes in grading and drainage design. He is proficient in AutoCAD Civil 3D, Flowmaster and various additional software. From the due diligence phase to construction administration, Brett's experience in the site development field helps shape FNI's reputation as a provider of quality and timely services.

RELEVANT EXPERIENCE

- Replacement of Lift Stations No. 4 and No. 6 and Wastewater Treatment Plant Interceptor | Town of Little Elm | Civil Engineer
- Prairie Creek Wastewater Treatment Plant Solids Improvements | City of Lewisville | Civil Engineer
- Operations and Maintenance Facility | Town of Flower Mound | Civil Engineer
- James R. Anderson Campus Center | Central Texas College | Civil Engineer
- Facilities Management Complex | Central Texas College | Civil Engineer
- Drainage Improvements | Tarrant County College District | Civil Engineer
- East Parking Lot Renovations | Texas Tech University Health Sciences Center | Civil Engineer



EXPERIENCE

28 years total

EDUCATION

B.S., Civil Engineering, University of Illinois

B.S., Geology, University of Illinois

REGISTRATION

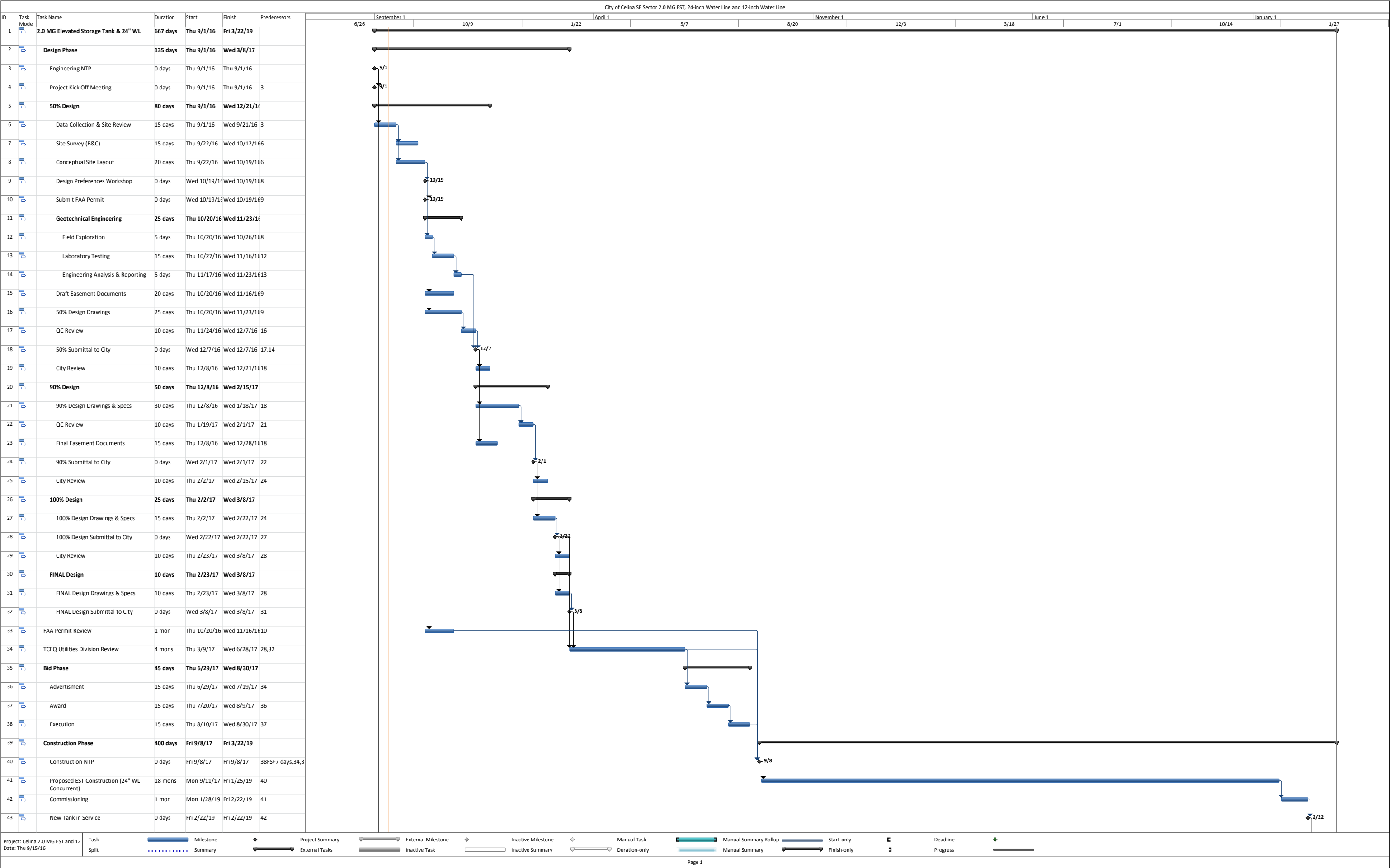
Professional Engineer, Texas #80158

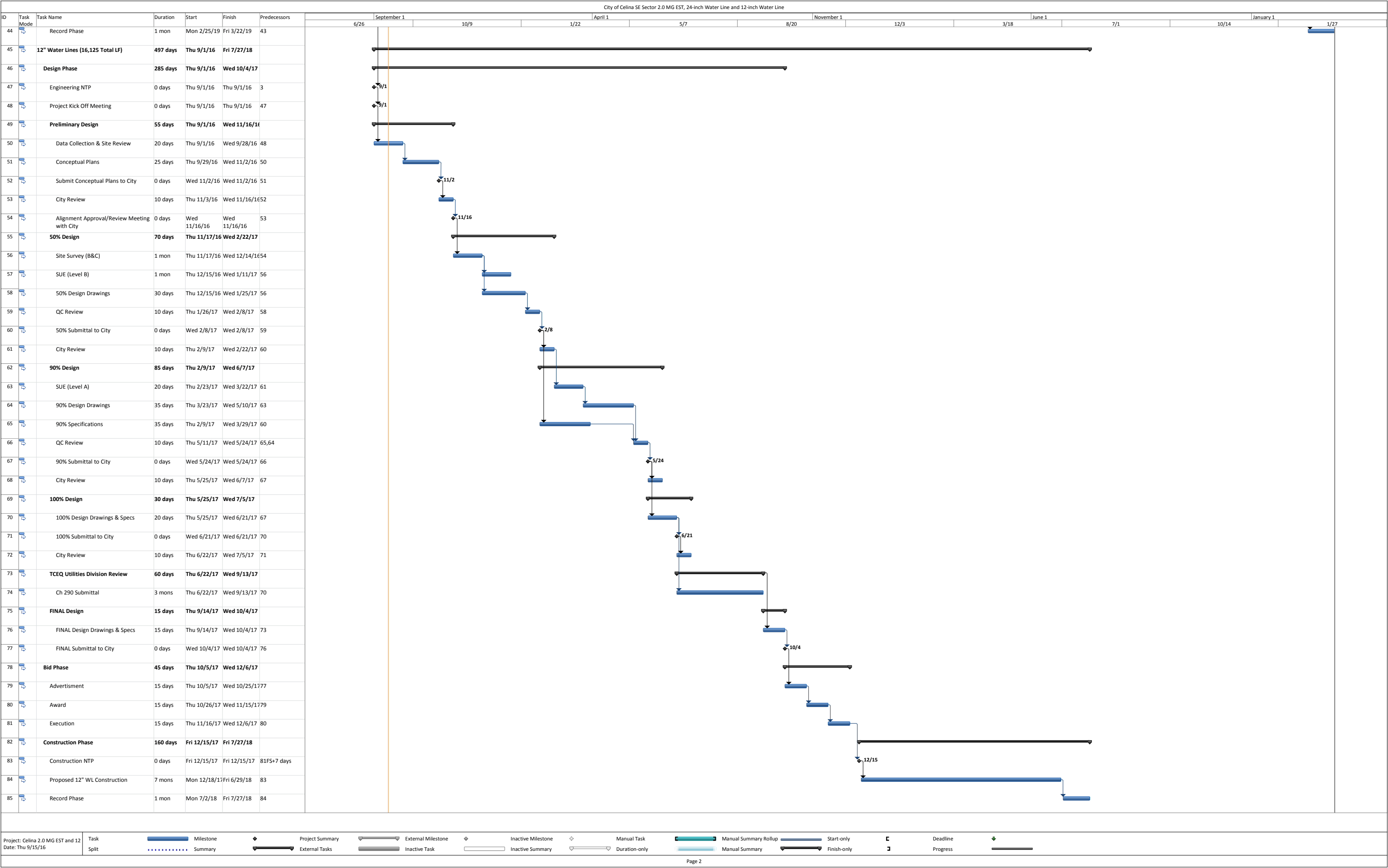
TONY BOSECKER, P.E. GEOTECHNICAL

Tony Bosecker is an FNI Associate in FNI's Water Resources Group and one of the firm's most experienced Geotechnical Engineers. He has extensive experience with the design of landfill infrastructure, cap systems, and excavation and disposal plans. Tony has direct experience in the preparation of Response Action Plans and Response Action Completion Reports for TCEQ containing remedial construction plans and specifications.

RELEVANT EXPERIENCE

- Emergency Pump Station Rehabilitation | City of Frisco | Geotechnical Engineer
- Former Riverside Wastewater Treatment Plant Closure Project | City of Fort Worth | Geotechnical Engineer
- Landfill Expansion | IESI | Project Manager
- Air Force Plant No. 4 Environmental Services | Lockheed Martin | Geotechnical Engineer
- Spring Creek Lift Station and Force Main Evaluation and Design | North Texas Municipal Water District | Geotechnical Engineer
- Dogwood Pump Station and 2.0-MG Ground Storage Tank | City of Princeton | Geotechnical Engineer







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **7.G.a**
9/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greenboro Dr. Suite 980 McLean VA 22102		CONTACT NAME: PHONE (A/C, No, Ext): 703-827-2277 E-MAIL ADDRESS: admin@amesgough.com FAX (A/C, No): 703-827-2279	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Continental Casualty Company (CNA)	
		INSURER B: Hartford Fire Insurance Company	
		INSURER C: Hartford Casualty Insurance Company	
		INSURER D: Trumbull Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1248846335

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			42UUNNI6224	10/23/2015	10/23/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			42UENNI6305	10/23/2015	10/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			42RHUNI5748	10/23/2015	10/23/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	42WBCU2821	10/23/2015	10/23/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			AEH 008214422	10/23/2015	10/23/2016	5,000,000 / per claim 10,000,000 aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: SE Sector 2.0 MG Elevated Storage Tank and Water Line Improvements

The City and its employees, officers, officials, agents, and volunteers are included as additional insured with respects to General Liability and Auto Liability when required by written contract. Auto Liability, General Liability and Worker's Compensation policies include waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Celina, Texas
Director of Engineering & Public Works
142 N. Ohio St.
Celina TX 75009

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dan Kuse

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-112572

Date Filed:
09/15/2016

Date Acknowledged:

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

Freese and Nichols, Inc.
Fort Worth, TX United States

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

City of Celina

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

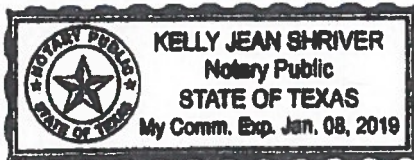
SE Sector EST
Professional Services for Southeast Sector 2.0 MG Elevated Storage Tank and Water Line Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hatley, Tricia	Fort Worth, TX United States	X	
	New, John	San Antonio, TX United States	X	
	Payne, Jeff	Dallas, TX United States	X	
	Milrany, Cindy	Fort Worth, TX United States	X	
	Nichols, Mike	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Robert	Fort Worth, TX United States	X	
	Gooch, Tom	Fort Worth, TX United States	X	
	Herchert, Robert	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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



Susanne M. Johnson
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Susanne M. Johnson, this the 15th day of September, 2016, to certify which, witness my hand and seal of office.

Kelly Jean Shriver
Signature of officer administering oath

Kelly Jean Shriver
Printed name of officer administering oath

Notary Public
Title of officer administering oath



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: October 11, 2016
Re: Change Order #1 for Southeast Sector Sewer - Phase 1

Action Requested:

Consider and act to authorize the City Manager to execute a contract Change Order No. 1 with Kodiak Trenching and Boring, LLC in the amount of \$51,498.93 for the Construction of the Southeast Sector Sewer Lines for Phase 1. (Johnson)

Background Information:

Install 334 LF of 30" drainage pipe. As per easement negotiations for the installation of the SE sector sewer line, staff negotiated to make improvements to a drainage swale that is eroding and beginning to erode. The project is directly adjacent to the SE Sector Sewer line that is being bored in 12 Oaks along Pebble Creek. We are currently acquiring costs for alternative drainage pipe materials in order to reduce the costs of the change order.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Funding available as part of the contingency amount of the original contract award.

Legal Review:

Standard Change Order

Supporting Documents:

Plan Sheet
Change Order

Staff Recommendation:

Approve

CHANGE ORDER

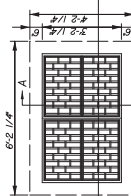
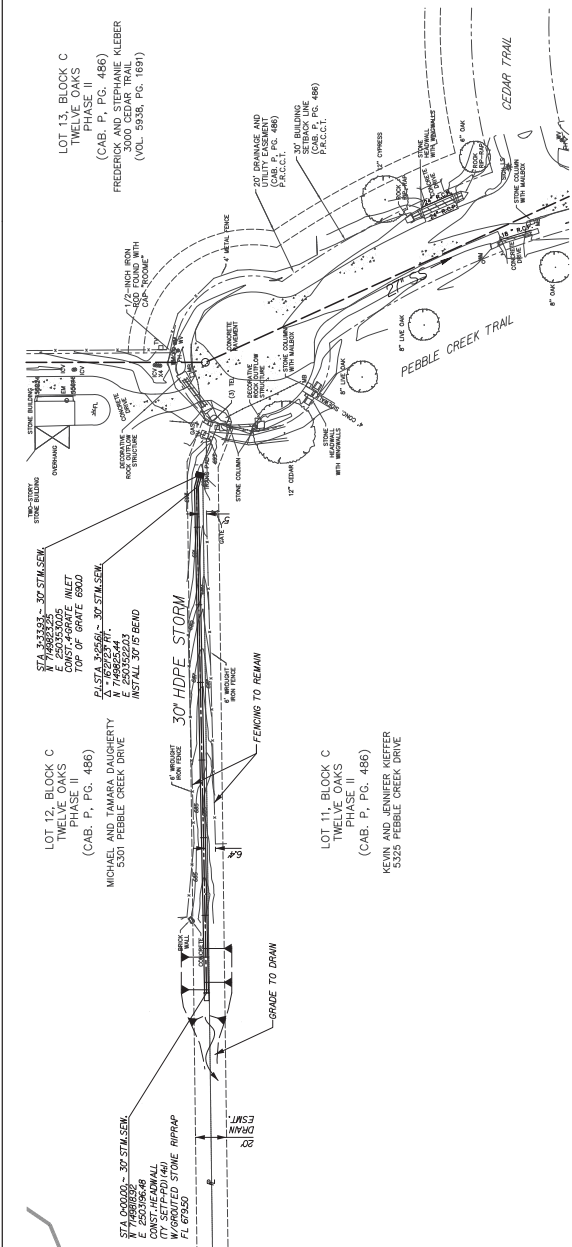
To:	Gabe Johnson	C.O. No. :
Company	City of Celina	Project: 30" Culvert
Date:	September 21, 2016	City: Celina, Texas

Description of Work					
Description: Below are all cost associated to install 334' of 30" HDPE.					
No.	Description	Qty.	Unit Price	Unit	Extended
STORM					
NEW	Mobilization	1	\$ 2,500.00	LS	\$ 2,500.00
NEW	30" HDPE	334	\$ 94.40	LF	\$ 31,529.60
NEW	Fittings	1	\$ 360.00	LS	\$ 360.00
NEW	Testing	334	\$ 1.50	LF	\$ 501.00
NEW	Trench Safety	334	\$ 1.00	LF	\$ 334.00
NEW	30" Headwall (SETP-PD) (4:1)	1	\$ 5,970.00	EA	\$ 5,970.00
NEW	4-Grate Inlet	1	\$ 5,620.00	EA	\$ 5,620.00
NEW	Grouted Rip Rap	12	\$ 186.00	SY	\$ 2,232.00

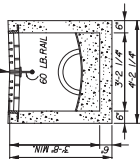
				Subtotal:	\$ 49,046.60
				5% Bond	\$ 2,452.33
				Total :	\$ 51,498.93
Exclusions					
Remove and Replace Concrete					
Remove and Replace Fence					
Decorative Outflow Structures					

Note: Please sign and email back to raulc@kodiak-us.com.

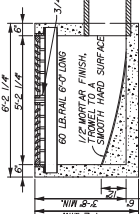
Accepted By: _____ Title: _____



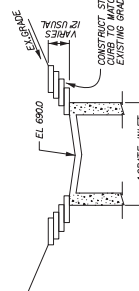
PLAN VIEW
FOUR GRATE INLET
NO SCALE



SECTION A-A
NO SCALE



SECTION C-C



NO.	DATE	REVISION
 Pacheco Koch 7557 RAMBLE ROAD, SUITE 1400 DALLAS, TX 75231 PH. 972.235.3031 TX REG. ENGINEERING FIRM F-14439 TX REG. SURVEYING FIRM LS-101938-45		

**30" CULVERT
5301 PEBBLE CREEK DRIVE
PLAN & PROFILE**

DESIGN	DRAWN	DATE	JOB NO.	SHEET
PK	PK	JUN 20	551-14,141	20

7.H.b



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: October 11, 2016
Re: Letter of Support for a Western Regional WWTP

Action Requested:

Consider and act to authorize staff to sign a letter to TCEQ in support of a western regional WWTP as per the Wastewater Master Plan. (Johnson)

Background Information:

City staff has been working with Mustang SUD to acquire a site for future WWTP on the west side of Celina. The site will be a significant part of our future wastewater treatment capabilities and has been identified on our wastewater master plan. The letter of support will be submitted to TCEQ along with an application that Mustang SUD will be facilitating. The intent is for Celina, Mustang and possibly other cities to participate in a regional WWTP and control costs of construction and operation.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Legal will review for content and form

Supporting Documents:

Draft Letter

Staff Recommendation:



142 N. Ohio Drive • Celina, Texas 75009 • Phone 972.382.2682 • Fax 972.382.3736

October 11, 2016

To whom it may concern:

The City of Celina desires to receive wastewater treatment capacity from Mustang Special Utility District (SUD) at their proposed Sandbrock Wastewater Treatment Plant (WWTP). The City requests that Mustang SUD makes accommodations to provide the City with an ultimate wastewater treatment capacity of 19.0 MGD at the proposed Sandbrock WWTP site.

The City of Celina supports Mustang SUD in their application to obtain a TPDES discharge permit from the TCEQ for the proposed Sandbrock WWTP.

Gabe Johnson, PE, PH, CFM, GISP
Director of Engineering

Alan Fourmentin
Public works director



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: October 11, 2016
Re: Interlocal Agreement with Mustang SUD for Sutton Fields Services

Action Requested:

Consider and act to authorize the Mayor Pro-Tem to execute an Interlocal Agreement with Mustang SUD to serve the Sutton Fields tract. (Johnson)

Background Information:

City staff has been working with Mustang SUD to draft an ILA that will allow them to continue to serve the Sutton Fields tract that has always been in their CCN. The ILA will allow utility billing to come from the City of Celina with the City receiving a \$10 per bill per month for administration. The Draft ILA still needs to address the remaining 128 acres that are currently in the Aqua Texas CCN sewer service area and future maintenance of Mustang utilities in the City ROW. Both City and Mustang staff are working on the language with our attorneys.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Legal will review for content and form

Supporting Documents:

DRAFT ILA

Staff Recommendation:

STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL AGREEMENT

FOR BILLING SERVICES and PROVISION OF RETAIL WATER SERVICE

This INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2016 BETWEEN MUSTANG SPECIAL UTILITY DISTRICT ("MSUD") and THE CITY OF CELINA, TEXAS (the "City") pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code and Chapters 49 and 65 of The Texas Water Code providing for the cooperation and contracting between local governmental bodies, therefore the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

DEFINITIONS

"CCN" shall refer to and mean a Certificate of Convenience and Necessity issued by the Texas Public Utility Commission or its predecessor/successor agency as prescribed by the Texas Water Code.

"Connection Fee" or "Connection Fees" shall refer to and mean the fees charged by Mustang for obtaining Water Service or Wastewater Service as defined in Mustang's Rate Order in effect at the time.

"Decertification" shall mean either a decertification permitted by either Section 13.254 and/or Section 13.255 of the Texas Water Code and/or any other means by which a CCN of a holder may be decertified.

"Mustang" or "MSUD" shall refer to and mean "Mustang Special Utility District" which is located in Denton County, Texas.

"Celina" or the "City" shall refer to and mean the "the City of Celina" which is located in both Denton and Collin County, Texas;

"Party" or "Parties" shall mean "Mustang Special Utility District" and "the City of Celina" collectively;

"Governing Bodies" shall refer collectively to the duly elected Board of Directors of Mustang and the City Council members of the City of Celina; and

"Property" shall mean and refer to areas more particularly described and shown in Exhibit "A" (a/k/a Sutton Fields) hereto and filed in the CCN Proceedings as Exhibit "B", both of which are currently located within the City of Celina, Denton County, Texas. The Parties expect the Property to be developed primarily for single family residential purposes and expects that full development of the Property will require both water supply and wastewater service capacity;

"Water Facilities" shall refer collectively and mean both the retail water and retail wastewater facilities and assets, which include but not limited to, all retail water and wastewater CCN's, pipelines, wells, pump stations, both ground and elevated storage tanks, take-points or other facilities needed to complete or connect the Property to MSUD's system.

RECITALS

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code and Chapters 49 and 65 of The Texas Water Code;

WHEREAS, Mustang Special Utility District, located in Denton County, Texas, is a special utility district operating under the authority of Chapters 49 and 65 of the Texas Water Code, and a political subdivision of the State of Texas and was created, organized and exists for the purpose of furnishing potable water and wastewater service as a retail public utility within its certificated service area ("Service Area") under Certificate of Convenience and Necessity Nos. 11856 and 20930 (the "CCN's") and within Mustang political boundaries;

WHEREAS, the Property is located wholly within the MSUD's Service Area where MSUD owns and operates a retail public water system and wastewater system under Certificate of Convenience and Necessity Nos. 11856 and 20930, respectively, for domestic use and purposes;

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 is a political subdivision of the State of Texas;

WHEREAS, MSUD and the City are "Local Governments" as that term is defined in Chapter 791.003(4) of the Texas Government Code and perform governmental functions within the meaning of Chapter 791.003(3) of the Texas Government Code;

WHEREAS, the City has begun decertification proceedings pursuant to either Section 13.254 and/or Section 13.255 of the Texas Water Code of the Property which are pending appeal before the Travis County District Court in Cause Numbers D-1-GN-16-000873 and D-1-GN-15-004323 both entitled Plaintiff, Mustang Special Utility District v. Defendant, Public Utility Commission of Texas (hereinafter referred to as the CCN Proceedings);

WHEREAS, the Parties understand and agree that MSUD is indebted to the United States Department of Agriculture (USDA); and therefore, MSUD's CCN's and customers or potential customers, along with its water and wastewater assets ("MSUD's Assets") are protected under 7 U.S.C. §1926(b), and as such, MSUD is protected from any activity that might encroach upon MSUD's Assets or potentially infringe upon its rights under 7 U.S.C. §1926(b);

WHEREAS, the City now desires that MSUD be the owner of and sole retail provider for both water and wastewater service to the Property; ~~as well as, all other development within its corporate limits and extra-territorial jurisdiction (collectively "City's Limits") currently within MSUD's CCN and the boundaries;~~

WHEREAS, the City will transfer or cause to be transferred any pending CCN, within MUD's CCN or boundaries held by the City to MUD to facilitate MSUD's provisioning of both water and wastewater service to the Property; ~~and within the City's limits. The Parties intend that MSUD own and operate the retail water and wastewater systems located within in the City's Limits and be the sole holder of both the retail water and wastewater CCN's;~~

WHEREAS, the Parties intend for the City to conduct the billing for services provided by MSUD to its citizens utilizing all fees, rates and charges (including Connection Fees and meter setting fees) set out in MSUD's rate order in effective at the time;

WHEREAS, the Parties acknowledge that MSUD has a Rate Order that governs the fees, rates and charges for retail water and retail wastewater services in its Service Area and intends for the Rate Order to govern .

WHEREAS, the Governing Bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental functions or services which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties and the public served by each; and that the division of cost fairly compensates the performing party for the services under this contract.

CONSIDERATIONS

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, MSUD and the City agree as follows:

1. **No Decertification of the District CCNs and Cooperation.** The City and MSUD intend for MSUD to be the retail water service and retail wastewater service provider for the Property, ~~and within the City's limits which are within MSUD's boundaries. The City desires to forever respect MSUD's boundaries and CCN's, therefore, upon execution of this Agreement, the City expressly agrees not to seek any future decertification of the MSUD's CCNs or aid another in doing so.~~ The City agrees to cooperate with and aid MSUD, at MSUD's expense, in the defense of MSUD's CCNs to serve the purpose property in any action brought by any third party.
2. **Dismissal of CCN Proceedings and Return of MSUD's CCN's.** The Parties agree to jointly seek dismissal of the CCN Proceedings and also agree to take all steps necessary to return and restore the CCN's needed to serve the Property to MSUD;
3. **Design, Engineering and Construction of Water Facilities.** The Parties agree that the Water Facilities shall be engineered and designed solely by a Texas Licensed Professional Engineer and MSUD's consulting engineers, who shall design such facilities in accordance with the applicable specifications of MSUD and all governmental agencies having jurisdiction at the time. All plans and specifications for the Water Facilities shall be reviewed and approved exclusively by MSUD's consulting engineer prior to the issuance of any invitation for bids for construction. MSUD or its designees shall be solely responsible for the issuance of bids, selection of contractors, offering and acceptance of bids, and construction of the Water Facilities. Construction of the Water Facilities shall be constructed in accordance with the plans and specifications approved exclusively by Mustang's engineer, Mustang's Rate Order, Mustang's rules and regulations and any other agencies having jurisdiction.
4. **CCN Ownership.** Upon execution of this Agreement, the Parties agree and intend that MSUD shall be the sole owner and holder of the CCN's required to provide retail water and retail wastewater to the

Property, ~~or within the City's limits.~~ The City shall transfer or cause to be transferred any CCN held by the City to MUSUD to facilitate MSUD's provisioning of both water and wastewater service to the Property, ~~and/or within the City's limits. The City shall bear all costs associated with the transfer of its CCN's to MSUD, including but not limited to dismissal of the actions pending before the Texas Public Utility Commission or the District Court in Travis County, Texas.~~

5. Ownership and Operation of the Water Facilities and Improvements. Upon execution of this Agreement, the Parties agree and intend that MSUD shall be the sole owner and operator of the Water facilities and any improvements thereto.

6. Dedication of Water Facilities and Easements. Concomitant with the execution of this Agreement, the City understands and agrees that MSUD may enter into an Agreement with the Developer of the Property and that the Developer of the Property shall dedicate any and all facilities to MSUD or grant an easement (if any) to MSUD required to fulfill any of its obligations provided in that Agreement or required for the transfer, construction, maintenance, operation or improvement of the Water Facilities;

7. Billing Services. The Parties agree that the City will conduct MSUD's monthly billing for services rendered by MSUD from its Water Facilities to the customers located within the Property, ~~and the City's Limits.~~ ("Monthly Charges"). The City shall establish procedures and practices designed to timely bill and collect the Monthly Charges for MSUD. The City agrees that MSUD shall set and assess all fees, rates, and charges in MSUD's Rate Order, including meter and Connection Fees. The City shall bill Monthly Charges for services rendered according to MSUD's standard rates or charges, including but not limited to, TCEQ fees and the fees, rates, charges, and Connection Fees established in MSUD's most current Rate Order. The City shall collect the Monthly Charges and TCEQ Fees for MSUD's benefit and agrees to forward to MSUD on a monthly basis all Monthly Charges collected. The City agrees to also provide payment of the Monthly Fees collected and a monthly accounting of all fees billed and collected, and all delinquent accounts by the tenth (10th) day of each _____ (month). The City shall take all reasonable steps required to collect delinquent Monthly Charges or delinquent accounts. MSUD agrees that the City may charge and retain a ~~ten dollar percent (\$10%.00)~~ per account per month Administrative fee in addition to MSUD's Monthly Charges. ~~The parties agree to consider an annual increase to this fee based on the citiesCity's cost of providing services. The amount of Administrative Fee is subject to annual review with adjustment subject to mutual agreement of both parties.~~

Comment [CB1]: This was a particular of concern with the MSUD Board, and like to start out with \$10 per month subject to mutual agreement to raise it.

8. Notices. Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by delivery in person or by facsimile, or by sending said notices by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when deposited with the United States Postal Service with sufficient postage affixed.

To MSUD: Mustang Special Utility District
Attn: General Manager
7985 FM 2931
Aubrey, Texas 76227
Fax: 940-440-3313

To the City: The City of Celina
(addressee, address, city, state and fax number)

Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

9. Breach of Agreement and Remedies. If either party breaches any term or condition of this Agreement, the non-breaching party may, at its sole option, provide the breaching party with notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon its receipt of a notice of breach, the breaching party shall have sixty (60) days to cure the breach, assuming such breach reasonably may be cured in such time period. If the breaching party does not cure the breach within the sixty (60) days (or a reasonable period of time if 60 days is not sufficient), the non-breaching party shall have all rights and remedies at law (except termination of this Agreement) and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.

The rights and remedies granted in this Agreement to the Parties in the event of default are cumulative, and the exercise of such rights shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Agreement.

10. Indemnity. To the maximum extent allowed by law, the City shall indemnify and save harmless the MSUD and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the City or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.

Mutual indemnity. To the maximum extent allowed by law, the MSUD shall indemnify and save harmless the City and its officers, agents, representatives and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the City, MSUD or its agents, representatives or employees in connection with or related to the execution or performance of this Agreement.

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11. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and no other person has any right, interest or claim under this Agreement or nor shall be a third party beneficiary.

12. **Context.** Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.
13. **Litigation Expenses.** Either Party to this Agreement who is the prevailing party in any legal proceeding against the other Party, brought in relation to this Agreement, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.
14. **Intent.** The Parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are, or may become, necessary or convenient to effectuate and carry out the intent of this Agreement.
15. **Authority.** The signatories hereto represent and affirm that they have authority to execute this Agreement on behalf of the respective Parties hereto.
16. **Severability.** The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.
17. **Entire Agreement.** This Agreement, including any exhibits and/or addendums attached hereto and made a part hereof, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the Parties are merged herein.
18. **Amendment.** No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of ~~the District~~ and the MUD 6 the MSUD and the City, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.
19. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Denton County, Texas.
20. **Venue.** Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction with venue in Denton County, Texas.
21. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the permitted, successors and assigns of the Parties.

22. **Assignability.** The rights and obligations of MSUD and the City hereunder may not be assigned without the prior written consent of the other party hereto.

23. **Effective Date.** This Agreement shall be effective from and after the date of approval by the respective Governing Bodies and due execution by both Parties.

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

/signatures below/

EXECUTED on this the ____ day of _____, 2016.

THE CITY OF CELINA

By: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF DENTON & COLLIN

Before me the undersigned notary public appeared _____, the _____ of the City of Celina, a political subdivision of the State of Texas, on behalf of such municipality for the consideration therein expressed.

(SEAL)

Notary Public for the State of Texas

EXECUTED on this the _____ day of _____, 2016.

MUSTANG SPECIAL UTILITY DISTRICT

By: _____
Mike Frazier, President

STATE OF TEXAS

COUNTY OF DENTON

Before me the undersigned notary public appeared Mike Frazier, President of Mustang Special Utility District, a political subdivision of the State of Texas, on behalf of such District for the consideration therein expressed.

(SEAL)

Notary Public for the State of Texas

Attachment: Interlocal Agreement v 6 corrections (1790 : Mustang ILA for Sutton Fields)

EXHIBIT A

Water and Sewer Decertified Area

Attachment: Interlocal Agreement v 6 corrections (1790 : Mustang ILA for Sutton Fields)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Helen-Eve Liebman, Director of Planning and Dev Services
 Date: October 11, 2016
 Re: Old Celina Annexation Petition 37.85 Acres

Action Requested:

Consider and act upon a petition of voluntary annexation from Kirkman Engineering on Behalf of Old Celina LTD and Equity Trust Company Custodian Fbo Sherese Glendening, setting a date time and place (November 8, 2016 at 5:00 p.m. and November 8, 2016 at 5:05 p.m.) for public hearings on the proposed voluntary annexation of approximately 37.85 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 tracts 91-94, Collin County, Texas 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. (Old Celina Annexations) (Liebman)

Background Information:

The properties are described as follows:

1. An approximately 13.50 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tract 91, Collin County, Texas.
2. An approximately 5.50 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tract 92, Collin County, Texas.
3. An approximately 9.425 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tract 93, Collin County, Texas.
4. An approximately 9.425 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tract 94, Collin County, Texas.

Annexation Calendar:

October 7, 2016	Notice Mailed to property owners
October 11, 2016	City Council option to accept voluntary petition to annex
October 21, 2016	Notice of public hearing to be published in The Celina Record
October 21, 2016	Notice of public hearing to be published on City website
November 8, 2016	City Council to hold two public hearings
December 13, 2016	City Council to consider annexation ordinance

Alternatives:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Petition

Staff Recommendation:

Staff recommends approval.



VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: 4 tracts in the Collin County School Land #14 Survey, Abstract A-0167
 Tract Number(s): 18, 19, 20 and 27 on the attached aerial Number of Acres: 37.85
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): 0

Current Property

Owner's Name: See attached sheet for details.

Company: Old Celina, Ltd.

Address: 12400 Preston Road, Suite 100

City, State, Zip: Frisco, Texas 75033

Phone#: 972-250-1263

Fax #: 972-335-1701

E-Mail Address: rex@rexrealestate.com

Owners

Signature: See attached sheet

Representative's Name: Shea Kirkman

Company: Kirkman Engineering

Address: 4821 Merlot Avenue, Suite 210

City, State, Zip: Grapevine, Texas 76051

Phone#: 817-488-4960

Fax #:

E-Mail Address: shea.kirkman@trustke.com

Submittal Requirements

- ☒ Application
- ☒ Application Fee -Minimum \$250.00 or actual costs
- ☒ Metes and bounds description of the property with graphic exhibit. The metes and bounds description on the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper.
- ☒ An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property.
- ☐ Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Water Certificate of Convenience and Necessity area, are required to submit fees in accordance with the settlement agreement (please contact city to get a fee estimate)

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

See attached sheets

COUNTY OF COLLIN

BEFORE ME, a Notary Public, on this day personally appeared _____ the undersigned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."

O

Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20____

My Commission expires _____

Notary Public in & for the State of
Texas

OFFICE USE ONLY

Receipt#: _____

Check#: _____

Payor: _____

This application meets requirements

Signature _____

Date _____

Attachment: 37.85 acres Petition (1797 : Old Celina Annexation Petition 37.85 Acres)

Property Information:**Tract 18:**

Project Address/Location: 13.5 Acres in the Collin County School Land #14 Survey,
Abstract A-0167 (Tract 91)

Tax Assessor's Parcel Number(s): 2584034

Number of People Living on Each Tract of Land: 0

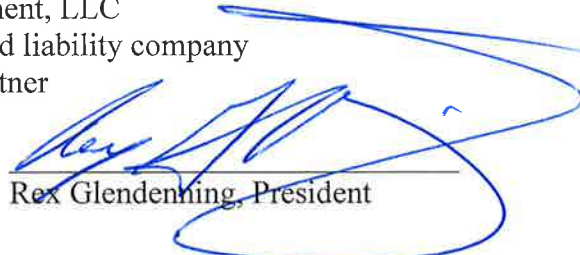
Property Owner(s):

First/Last Name: Old Celina, Ltd.

Old Celina, Ltd.
a Texas limited partnership

By: Rex Management, LLC
a Texas limited liability company
its general partner

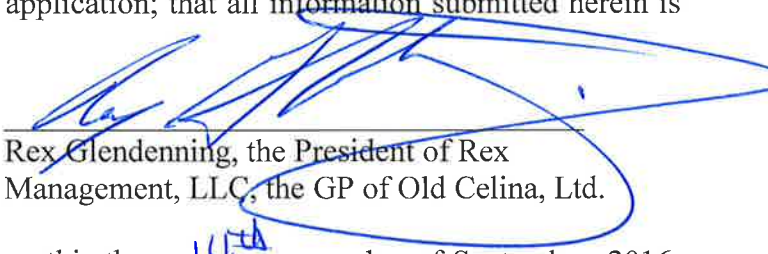
Owner Signature:


Rex Glendenning, President

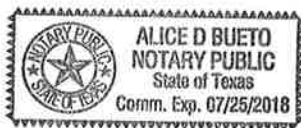
STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, a Notary Public, on this day personally appeared, Rex Glendenning, the President of Rex Management, LLC, the general partner of Old Celina, Ltd., the undersigned application, who under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."


Rex Glendenning, the President of Rex
Management, LLC, the GP of Old Celina, Ltd.

SUBSCRIBED AND SWORN TO before me, this the 14th day of September, 2016.
My commission expires 7-25-18.




Notary Public in and for the State of Texas

Attachment: 37.85 acres Petition (1797 : Old Celina Annexation Petition 37.85 Acres)

Tract 19:

Project Address/Location: 5.5 Acres in the Collin County School Land #14 Survey,
Abstract A -0167 (Tract 92)

Tax Assessor's Parcel Number(s): 2584039

Number of People Living on Each Tract of Land: 0

Property Owner(s):

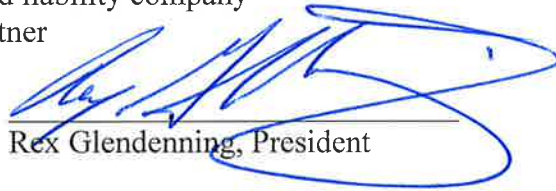
Property Owner(s):

First/Last Name: Old Celina, Ltd.

Old Celina, Ltd.
a Texas limited partnership

By: Rex Management, LLC
a Texas limited liability company
its general partner

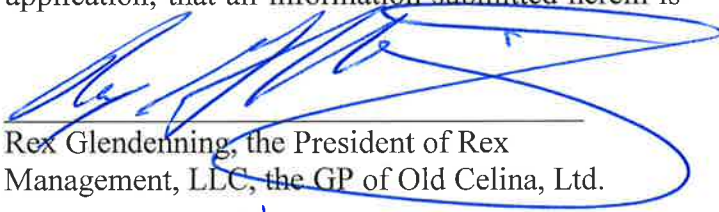
Owner Signature:


Rex Glendenning, President

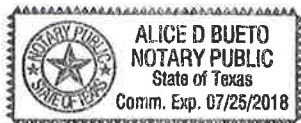
STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, a Notary Public, on this day personally appeared, Rex Glendenning, the President of Rex Management, LLC, the general partner of Old Celina, Ltd., the undersigned application, who under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."


Rex Glendenning, the President of Rex
Management, LLC, the GP of Old Celina, Ltd.

SUBSCRIBED AND SWORN TO before me, this the 14th day of September, 2016.
My commission expires 7-25-18.



Alice D. Bueto
Notary Public in and for the State of Texas

Attachment: 37.85 acres Petition (1797 : Old Celina Annexation Petition 37.85 Acres)

Tract 20:

Project Address/Location: 9.425 Acres in the Collin County School Land #14 Survey,
Abstract A-0167 (Tract 93)

Tax Assessor's Parcel Number(s): 2584046

Number of People Living on Each Tract of Land: 0

Property Owner(s):

First/Last Name: Equity Trust Company Custodian FBO Sherese Glendenning

Equity Trust Company Custodian
FBO Sherese Glendenning SEP IRA

Owner Signature:

Sherese Glendenning
Sherese Glendenning, Beneficiary

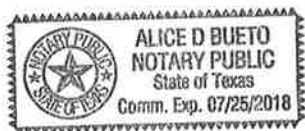
STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, a Notary Public, on this day personally appeared, Sherese Glendenning, the Beneficiary of Equity Trust Company Custodian FBO Sherese Glendenning SEP IRA, the undersigned application, who under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."

Sherese Glendenning
Sherese Glendenning, Beneficiary

SUBSCRIBED AND SWORN TO before me, this the 14th day of September, 2016.
My commission expires 7-25-18.



Alice D. Bueto
Notary Public in and for the State of Texas

Attachment: 37.85 acres Petition (1797 : Old Celina Annexation Petition 37.85 Acres)

Tract 27:

Project Address/Location: 9.425 Acres in the Collin County School Land #14 Survey,
Abstract A-0167 (Tract 94)

Tax Assessor's Parcel Number(s): 2584056

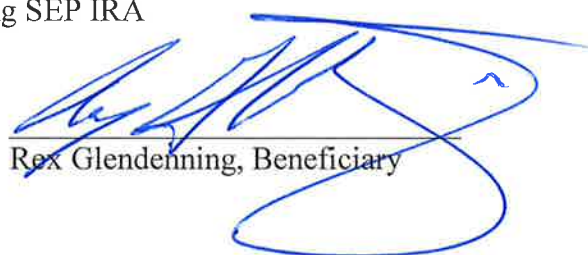
Number of People Living on Each Tract of Land: 0

Property Owner(s):

First/Last Name: Equity Trust Company Custodian FBO Rex Glendenning

Equity Trust Company Custodian
FBO Rex Glendenning SEP IRA

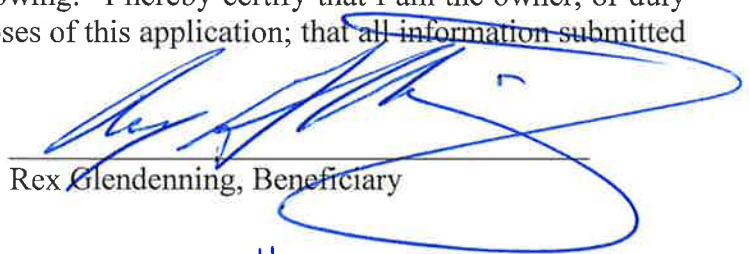
Owner Signature:


Rex Glendenning, Beneficiary

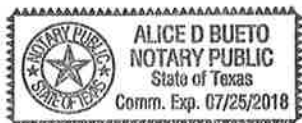
STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, a Notary Public, on this day personally appeared, Rex Glendenning, the Beneficiary of Equity Trust Company Custodian FBO Rex Glendenning SEP IRA, the undersigned application, who under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."


Rex Glendenning, Beneficiary

SUBSCRIBED AND SWORN TO before me, this the 14th day of September, 2016.
My commission expires 7-25-18.




Notary Public in and for the State of Texas

Attachment: 37.85 acres Petition (1797 : Old Celina Annexation Petition 37.85 Acres)

Legal Description – Tract 18 (13.50 Acres)

BEING a 13.50 acre tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NO. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Dan P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the Northeast corner of said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded in Volume 5836, Page 545 of the Deed Records of Collin County, Texas, said iron rod also being in the South line of a tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said 38 acre tract, and said Chen tract as recorded in Volume 5836, Page 545, a distance of 473.70 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, through the interior of said called 38 acre tract, a distance of 1244.34 feet to a point for corner, said point being in the East line of said called 38 acre tract, same being in the West line of a tract of land conveyed to Ayala Metro Park Properties, Ltd., as recorded in Volume 5431, Page 6738, of the Deed Records of Collin County, Texas;

THENCE North 00 degrees 19 minutes 12 seconds West, along the common line of said called 38 acre tract, and said Ayala Metro Park Properties, a distance of 473.64 feet to a 1/2 inch iron rod found for corner, said point being the Northwest corner of said called 38 acre tract, same being the Northeast corner of said Ayala Metro Park Properties, Ltd. tract, and being in the South line of said Old Celina, Ltd. tract;

THENCE South 90 degrees 00 minutes 00 seconds East, along the common line of said 38 acre tract, and said Old Celina, Ltd. tract, a distance of 1238.92 feet to the POINT OF BEGINNING and containing 588,075 square feet or 13.50 acres of computed land, more or less.

Legal Description – Tract 19 (5.50 Acres)

BEING a 5.50 acre tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NO. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Dan P. Stone by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the Northeast corner of the said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded in Volume 5836, Page 545, of the Deed Records of Collin County, Texas, said iron rod also being in the South line of a tract of land conveyed to Old Celina, Ltd., by deed recorded In Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said called 38 acre tract, and said Chen tract as recorded in Volume 5836, Page 545, a distance of 473.70 feet to the POINT OF BEGINNING;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said called 38 acre tract, and said Chen tract as recorded in Volume 5836, Page 545, passing a 3/8 inch iron rod found for the Southwest corner of said Chen tract, same being the Northwest corner of a tract of land conveyed to Candice Chen, by deed recorded in Volume 5836, Page 552, of the Deed Records of Collin County, Texas, and continuing along the common line of said called 38 acre tract and said Chen tract as recorded in Volume 5836, Page 552, passing a 3/8 Inch iron rod found for the Southwest corner of said Chen tract as recorded in Volume 5836, Page 552, same being the Northwest corner of a tract of land conveyed to Candice Chen, by deed recorded In Volume 5836, Page 560, of the Deed Records of Collin County, Texas, and continuing a total distance of 846.30 feet to a 1/2 inch iron rod found for corner, said point being the Southeast corner of said Stone tract, same being the Southwest corner of said Chen tract recorded in Volume 5836, Page 560, said point being in the centerline of County Road No. 53, said point also being in the North line of a called 40 acre tract of land described by the deed recorded in Volume 682, Page 259, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 43 minutes 40 seconds West, along the common line of said called 38 acre tract, and said called 40 acre tract, and the center line of County Road No. 53, a distance of 287.84 feet to a point for corner;

THENCE North 00 degrees 19 minutes 12 seconds West, through the interior of said called 38 acre tract, a distance of 847.56 feet to a point for corner;

THENCE South 90 degrees 00 minutes 00 seconds East, through the interior of said called 38 acre tract, a distance of 278.16 feet to the POINT OF BEGINNING and containing 239,668 square feet or 5.50 acres of computed land, more or less.

Legal Description - Tract 20 (9.426 Acres)

Being a 9.426 acre tract of land situated in the COLLIN COUNTY SCHOOL LAND SURVEY NO. 14, ABSTRACT NO. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Dan P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 Inch iron rod found for the northeast corner of the said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded In Volume 5836, Page 545, of the Deed Records of Collin County, Texas, said iron rod also being in the south line of a tract of land conveyed to Old Celina, Ltd., by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said Stone tract, and said Chen tract as recorded In Volume 5836, Page 545, a distance of 473.70 feet to a point for corner,

THENCE North 90 degrees 00 minutes 00 seconds West, 278.16 feet to the POINT OF BEGINNING;

THENCE South 00 degrees 19 minutes 12 seconds East, through the interior of said called 38 acre tract, a distance of 847.56 feet to a point for corner, said point being In the South line of said called 38 acre tract, same being in the center line of County Road No. 53, said point also being in the North line of a called 40 acre tract of land described by the deed recorded in Volume 682, Page 259, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 43 minutes 40 seconds West, along the common line of said 38 acre tract, and said called 40 acre tract, and the center line of County Road No. 53, a distance of 483.73 feet to a point for corner;

THENCE North 00 degrees 19 minutes 12 seconds West, along the West line of said called 38 acre tract, a distance of 849.86 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, through the interior of said called 38 acre tract, a distance of 483.74 feet to the POINT OF BEGINNING and containing 410,545 square feet or 9.426 acres of computed land, more or less.

Legal Description – Tract 27 (9.425 Acres)

BEING a 9.426 acre tract of land situated in the Collin County School Land Survey No. 14, Abstract No. 167, Collin County, Texas, and a portion of a called 38 acre tract of land as conveyed to Don P. Stone, by deed recorded in Volume 831, Page 82, of the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the northeast corner of the said called 38 acre tract, said point also being the Northwest corner of a called 16 acre tract of land as conveyed to Candice Chen, by deed recorded In Volume 5836, Page 545, of the Deed Records of Collin County, Texas, said iron rod also being in the south line of a tract of land conveyed to Old Celina, Ltd. by deed recorded in Volume 5471, Page 1109, of the Deed Records of Collin County, Texas;

THENCE South 00 degrees 58 minutes 32 seconds East, along the common line of said Stone tract, and said Chen tract as recorded in Volume 5836, Page 545, a distance of 473.70 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, through the interior of said called 38 acre tract, a distance of 761.90 feet to a point for corner, said point being the POINT OF BEGINNING;

THENCE South 00 degrees 19 minutes 12 seconds East, through the interior of said called 38 acre tract, a distance of 849.86 feet to a point for corner, said point being in the South line of said called 38 acre tract, same being in the center line of County Road No. 53, same being in the north line of a called 40 acre tract of land described by the deed recorded in Volume 682, Page 259, of the Deed Records of Collin County, Texas;

THENCE South 89 degrees 43 minutes 40 seconds West, along the common line of said 38 acre tract, and said called 40 acre tract, and the center line of County Road No. 53, a distance of 482.43 feet to a 1/2 inch iron rod found for corner, said point being in the Southwest corner of said called 38 acre tract;

THENCE North 00 degrees 19 minutes 12 seconds West, along the West line of said called 38 acre tract, passing the Southeast corner of a tract of land conveyed to Ayala Metro Park Properties, Ltd., as recorded in Volume 5431, Page 6738 of the Deed Records of Collin County Texas, at a distance of 22.29 feet, and continuing along the common line of said called 38 acre tract, and said Ayala Metro Park Properties, Ltd tract, a total distance of 852.15 feet to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, through the interior of said called 38 acre tract, a distance of 482.44 feet to the POINT OF BEGINNING and containing 410,551 square feet or 9.425 acres of computed land, more or less.

Attachment: 37.85 acres Petition (1797 : Old Celina Annexation Petition 37.85 Acres)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: October 11, 2016
 Re: Old Celina Annexation Petition 8.784 Acres

Action Requested:

Consider and act upon a petition of voluntary annexation into the City Limits from Kirkman Engineering on behalf of Old Celina LTD and Equity Trust Company Custodian Fbo Sherese Glendening, setting a date, time and place (November 8, 2016 at 5:00 p.m. and November 8, 2016 at 5:05 p.m.) for public hearings on the proposed voluntary annexation of approximately 8.784 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 Tracts 95, 38 & 96. The properties are generally located west of Preston Road (SH 289) and east of the Burlington Northern Santa Fe Railroad. Act. (Old Celina Annexations) (Liebman)

Background Information:

1. An approximately 0.784 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tract 95, Collin County, Texas,
2. An approximately 5.500 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tract 38, Collin County, Texas,
3. An approximately 2.500 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tract 96, Collin County, Texas.

Annexation Calendar

October 7, 2016	Notice mailed to property owners.
October 11, 2016	City Council option to accept voluntary petition to annex
October 21, 2016	Notice of public hearing to be published in <i>The Celina Record</i>
October 21, 2016	Notice of public hearing to be published on City website
November 8, 2016	City Council to hold two public hearings
December 13, 2016	City Council to consider annexation ordinance

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Petition

Staff Recommendation:

Staff recommends approval.



VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: 3 tracts in the Colln County School Land #14 Survey, Abstract A-0167
 Tract Number(s): 21, 22 and 23 on the attached aerial Number of Acres: 8.784
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): 0

Current Property

Owner's Name: See attached sheet for details.
 Company: Old Celina, Ltd.
 Address: 12400 Preston Road, Suite 100
 City, State, Zip: Frisco, Texas 75033
 Phone#: 972-250-1263
 Fax #: 972-335-1701
 E-Mail Address: rex@rexrealestate.com
Owners
Signature: See attached sheets

Representative's Name: Shea Kirkman
 Company: Kirkman Engineering
 Address: 4821 Merlot Avenue, Suite 210
 City, State, Zip: Grapevine, Texas 76051
 Phone#: 817-488-4960
 Fax #:
 E-Mail Address: shea.kirkman@trustke.com

Submittal Requirements

- ☒ Application
- ☒ Application Fee -Minimum \$250.00 or actual costs
- ☒ Metes and bounds description of the property with graphic exhibit. The metes and bounds description on the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper.
- ☒ An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property.
- ☐ Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Water Certificate of Convenience and Necessity area, are required to submit fees in accordance with the settlement agreement (please contact city to get a fee estimate)

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

See attached sheets.

COUNTY OF COLLIN

BEFORE ME, a Notary Public, on this day personally appeared _____ the undersigned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."

 Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20____
 My Commission expires _____

 Notary Public in & for the State of Texas

OFFICE USE ONLY

Receipt#: _____
 Check#: _____
 Payor: _____

This application meets requirements

 Signature _____ Date _____

Property Information:**Tract 21:**

Project Address/Location: 0.784 Acres in the Collin County School Land #14 Survey,
Abstract A-0167 (Tract 95)

Tax Assessor's Parcel Number(s): 2649841

Number of People Living on Each Tract of Land: 0

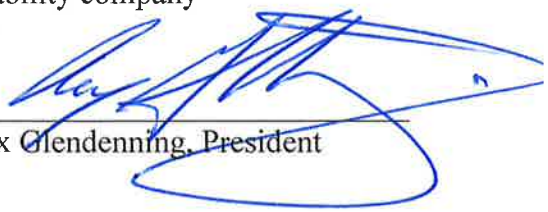
Property Owner(s):

First/Last Name: Old Celina, Ltd.

Old Celina, Ltd.
a Texas limited partnership

By: Rex Management, LLC
a Texas limited liability company
its general partner

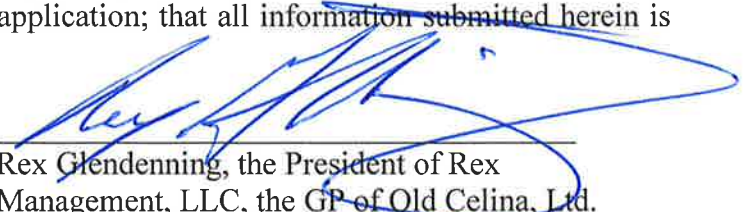
Owner Signature:


Rex Glendenning, President

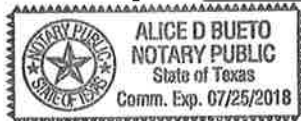
STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, a Notary Public, on this day personally appeared, Rex Glendenning, the President of Rex Management, LLC, the general partner of Old Celina, Ltd., the undersigned application, who under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."


Rex Glendenning, the President of Rex
Management, LLC, the GP of Old Celina, Ltd.

SUBSCRIBED AND SWORN TO before me, this the 14th day of September, 2016.
My commission expires 7-25-18.



Alice D. Bueto
Notary Public in and for the State of Texas

Attachment: Tracts 21-23 8.784 Acres (1801 : Old Celina Annexation Petition 8.784 Acres)

Tract 22:

Project Address/Location: 5.5 Acres in the Collin County School Land #14 Survey,
Abstract A -0167 (Tract 38)

Tax Assessor's Parcel Number(s): 2649840

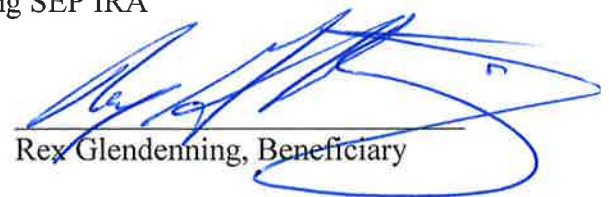
Number of People Living on Each Tract of Land: 0

Property Owner(s):

First/Last Name: Equity Trust Company Custodian FBO Rex Glendenning

Equity Trust Company Custodian
FBO Rex Glendenning SEP IRA

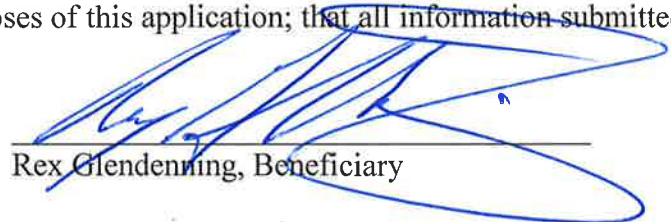
Owner Signature:


Rex Glendenning, Beneficiary

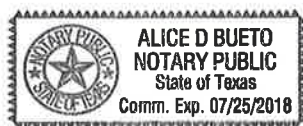
STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, a Notary Public, on this day personally appeared, Rex Glendenning, the Beneficiary of Equity Trust Company Custodian FBO Rex Glendenning SEP IRA, the undersigned application, who under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."


Rex Glendenning, Beneficiary

SUBSCRIBED AND SWORN TO before me, this the 14th day of September, 2016.
My commission expires 7-25-18.



Alice D. Bueto
Notary Public in and for the State of Texas

Attachment: Tracts 21-23 8.784 Acres (1801 : Old Celina Annexation Petition 8.784 Acres)

Tract 23:

Project Address/Location: 2.5 Acres in the Collin County School Land #14 Survey,
Abstract A-0167 (Tract 96)

Tax Assessor's Parcel Number(s): 2649842

Number of People Living on Each Tract of Land: 0

Property Owner(s):

First/Last Name: Equity Trust Company Custodian FBO Sherese Glendenning

Equity Trust Company Custodian
FBO Sherese Glendenning SEP IRA

Owner Signature:

Sherese Glendenning
Sherese Glendenning, Beneficiary

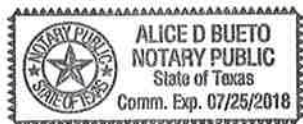
STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, a Notary Public, on this day personally appeared, Sherese Glendenning, the Beneficiary of Equity Trust Company Custodian FBO Sherese Glendenning SEP IRA, the undersigned application, who under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."

Sherese Glendenning
Sherese Glendenning, Beneficiary

SUBSCRIBED AND SWORN TO before me, this the 14th day of September, 2016.
My commission expires 7-25-18.



Alice D. Bueto
Notary Public in and for the State of Texas

Attachment: Tracts 21-23 8.784 Acres (1801 : Old Celina Annexation Petition 8.784 Acres)

Legal Description – Tract 21 (0.784 Acres)

All that certain tract or parcel of land situated in Lot 8 of Subdivision 14 of the Collin County School Lands, Abstract Number 167, County of Collin, State of Texas, according to plat of the same recorded in volume 03 page 118 of the deed records of Collin County, Texas, said tract being part of the monumented tract on the ground of a called 8.772 acre tract as described to deed to Ryno Materials, Inc., filed 21 April 2006, and recorded in county clerks number 06-000536590 of the deed records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a found 3/8 inch rebar, said rebar being the northeast corner of said Ryno tract, same being the northwest corner of a called 7.646 acre tract as described in deed to Ayala Metro Park Properties, filed 04 June 2003, and recorded in volume 5431 page 6738 of said deed records, said rebar also being on the south line of a called 66.02 acre tract as described in deed to Old Celina, Ltd, filed 31 July 2005, and recorded in volume 5471 page 1109 of said deed records;

Thence: South 00 degrees 07 minutes 36 seconds West, with the monumented east line of said Ryno tract, a distance of 201.95 feet to a set 1/2 inch steel square tubing, for the southeast corner of this tract;

Thence: North 89 degrees 05 minutes 00 seconds West, a distance of 191.73 feet to a set 1/2 inch steel square tubing for the southwest corner of this tract, said tubing being on the west line of said Ryno tract, same being the east line of the Burlington Northern Railroad;

Thence: North 12 degrees 48 minutes 09 seconds East, with the east line of said railroad a distance of 206.40 feet to a set 1/2 inch steel square tubing for the northwest corner of said Ryno tract, same being the southwest corner of said Old Celina tract, and said tubing being South 20 degrees 24 minutes 28 seconds West, a distance of 5.89 feet from a found 1/2 inch rebar with a plastic cap marked Wisdom 3646;

Thence: South 89 degrees 04 minutes 00 seconds East, with the north line of said Ryno tract, and with the south line of said Old Celina tract, a distance of 146.45 feet to the POINT OF BEGINNING and containing 0.784 of an acre of land.

Legal Description - Tract 22 (5.500 Acres)

All that certain tract or parcel of land situated in Lot 8 of Subdivision 14 of the Collin County School Lands, Abstract Number 167, County of Collin State of Texas, according to plat of the same recorded in volume 03 page 118 of the deed records of Collin County, Texas, said tract being part of the monumented tract on the ground of a called 8.772 acre tract as described in deed to Ryno Materials, Inc., filed 21 April 2006, and recorded in county clerks number 06-000536590 of the deed records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a set 1/2 inch steel square tubing, said tubing being on the monumented east line of said Ryno tract, and said tubing being South 00 degrees 07 minutes 36 seconds West, a distance of 651.67 feet from a found 3/8 inch rebar; said rebar being the northeast corner of said Ryno tract, same being the northwest corner of a called 73.646 acre tract as described in deed to Ayala Metro Park Properties, filed 04 June 2003, and recorded in volume 5431 page 6738 of said deed records, said rebar also being on the south line of a called 66.02 acre tract as described in deed to Old Celina, Ltd, filed 31 July 2005, and recorded in volume 5471 page 1109 of said deed records;

Thence: South 00 degrees 07 minutes 36 seconds West, with the monumented east line of said Ryno tract and passing at 648.22 feet a found 1/2 inch rebar with a plastic cap marked Wisdom 3646 on the north side of Collin County Road Number 53, and continuing on said course a total distance of 674.50 feet to a point for the southeast corner of this tract;

Thence: North 89 degrees 05 minutes 00 seconds West, with the south line of said Ryno tract, and with said road a distance of 393.80 feet to a set railroad spike for the most southerly southwest corner of said Ryno tract;

Thence: North 12 degrees 48 minutes 34 seconds East, with the monumented west line of said Ryno tract, and passing at 24.11 feet a found "X" in a concrete wall on the north side of said road and continuing on said course, a total distance of 178.85 feet to a found 1/2 inch rebar with a plastic cap marked Wisdom 3646 for the monumented ell corner of said Ryno tract;

Thence: North 89 degrees 02 minutes 33 seconds West, with the monumented south line of said Ryno tract, a distance of 50.06 feet to a found 1/2 inch rebar with a plastic cap marked Wisdom 3646 for the monumented most westerly southwest corner of said Ryno tract, said rebar being the east line of the Burlington Northern Railroad;

Thence: North 12 degrees 48 minutes 09 seconds East, with the east line of said railroad a distance of 510.33 feet to a set 1/2 inch steel square tubing for the northwest corner of this tract;

Thence: South 89 degrees 05 minutes 00 seconds East, a distance of 292.60 feet to the POINT OF BEGINNING and containing 5.500 acres of land.

Attachment: Tracts 21-23 8.784 Acres (1801 : Old Celina Annexation Petition 8.784 Acres)

Legal Description – Tract 23 (2.500 Acres)

All that certain tract or parcel of land situated in Lot 8 of Subdivision 14 of the Collin County School Lands, Abstract Number 167, County of Collin State of Texas, according to plat of the same recorded In volume 03 page 118 of the deed records of Collin County, Texas, said tract being part of the monumented tract on the ground of a called 8.772 acre tract as described in deed to Ryno Materials, Inc., filed 21 April 2006, and recorded In county clerks number 06-000536590 of the deed records of the County of Collin, State of Texas, and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a set 1/2 inch steel square tubing, said tubing being on the monumented east line of said Ryno tract, and said tubing being South 00 degrees 07 minutes 36 seconds West, a distance of 201.95 feet from a found 3/8 inch rebar, said rebar being the northeast corner of said Ryno tract, same being the northwest corner of a called 7.646 acre tract as described in deed to Ayala Metro Park Properties, filed 04 June 2003, and recorded in volume 5431 page 6738 of said deed records, said rebar also being on the south line of a called 66.02 acre tract as described in deed to Old Celina Ltd., filed 31 July 2005, and recorded in volume 5471 page 1109 of said deed records;

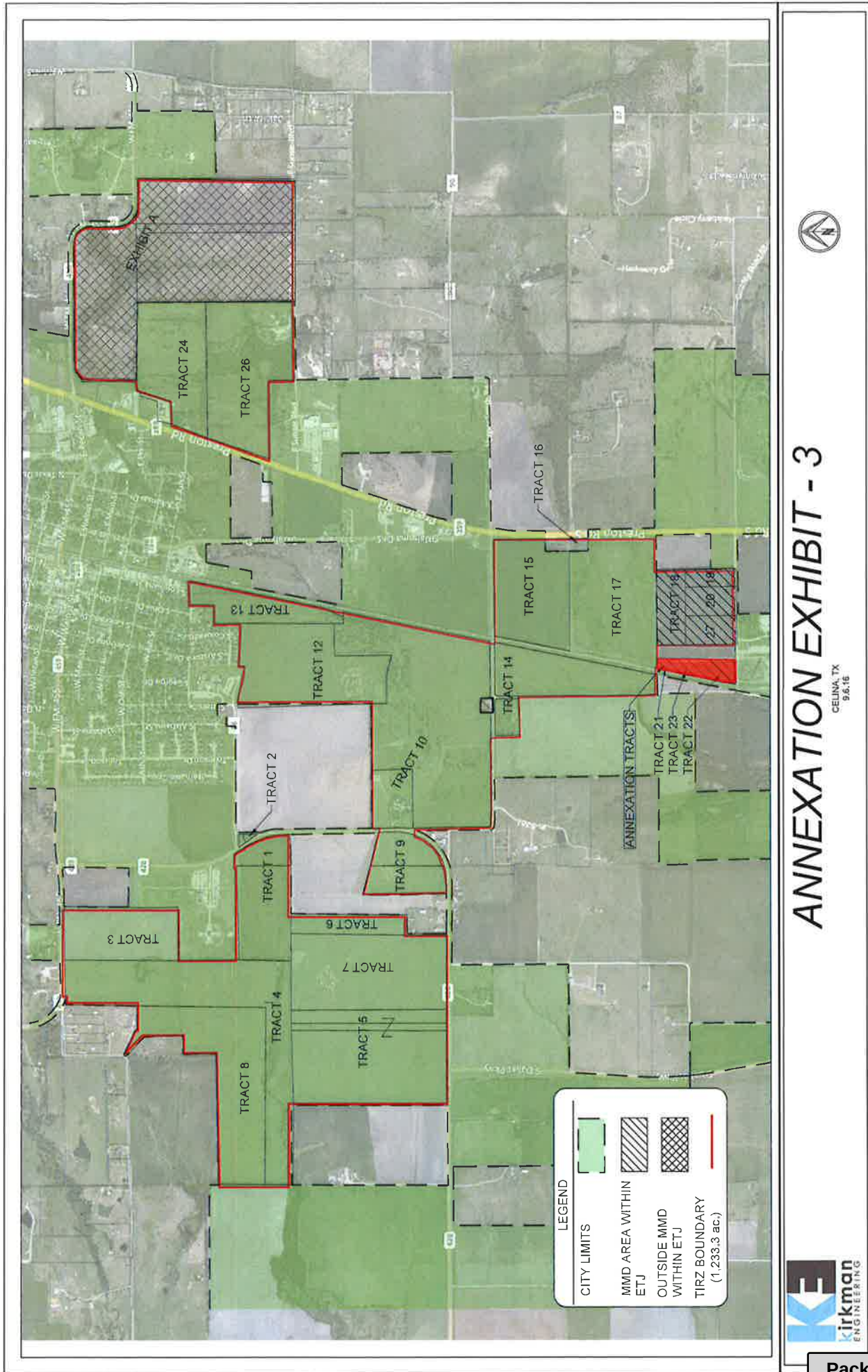
Thence: South 00 degrees 07 minutes 36 seconds West, with the monumented east line of said Ryno tract, a distance of 449.72 feet to a set 1/2 inch steel square tubing for the southeast corner of this tract;

Thence: North 89 degrees 05 minutes 00 seconds West, a distance of 292.60 feet to a set 1/2 inch steel square tubing for the southwest corner of this tract, said tubing being on the west line of said Ryno tract, same being the east line of the Burlington Northern Railroad;

Thence: North 12 degrees 48 minutes 09 seconds East, with the east line of said railroad, a distance of 459.53 feet to a set 1/2 inch steel square tubing for the northwest corner of this tract;

Thence: South 89 degrees 05 minutes 00 seconds East, a distance of 191.75 feet to the POINT OF BEGINNING and containing 2.500 acres of land.

Attachment: Tracts 21-23 8.784 Acres (1801 : Old Celina Annexation Petition 8.784 Acres)



Attachment: Tracts 21-23 8.784 Acres (1801 : Old Celina Annexation Petition 8.784 Acres)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: October 11, 2016
 Re: Old Celina Annexation Petitions 3.305 & .95 Acres

Action Requested:

Consider and act upon a petition of voluntary annexation from Kirkman Engineering on behalf of Old Celina LTD, setting a date time and place (November 8, 2016 at 5:00 p.m. and November 8, 2016 at 5:05 p.m.) for public hearings on the proposed voluntary annexation of approximately 3.305 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167 Sheet 2, Tract 2, Collin County Texas and a 0.95 acre tract of land situated in the B.B.B. and C. RR. Co Survey Abstract No. 132, Tract 20 Collin County, Texas. The properties are generally located west of Preston Road (SH 289) and east of the Burlington Northern Santa Fe Railroad. (Liebman) (Old Celina Annexations)

Background Information:

The properties are described as follows:

1. An approximately 3.305 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Sheet 2, Tract 2, Collin County, Texas
2. An approximately 0.95 acre tract of land situated in the B.B.B. and C. RR. Co. Survey, Abstract No. 132, Tract 20, Collin County, Texas;

Annexation Calendar:

October 7, 2016	Notice Mailed to property owners.
October 11, 2016	City Council option to accept voluntary petition to annex
October 21, 2016	Notice of public hearing to be published in <i>The Celina Record</i>
October 21, 2016	Notice of public hearing to be published on City website
November 8, 2016	City Council to hold two public hearings
December 13, 2016	City Council to consider annexation ordinance

Alternatives:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Petition

Staff Recommendation:

Staff recommends approval



VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: Collin County Land #14 Survey, Sheet 2 Abstract A-0167
 Tract Number(s): Tract 16 on the attached aerial exhibit Number of Acres: 3.305
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): 0

Current Property

Owner's Name:

Company: Old Celina, Ltd.
 Address: 12400 Preston Road, Suite 100
 City, State, Zip: Frisco, Texas 75033
 Phone#: 972-250-1263
 Fax #: 972-335-1701
 E-Mail Address: rex@rexrealestate.com

Owners

Signature: [Signature]

Representative's Name: Shea Kirkman

Company: Kirkman Engineering
 Address: 4821 Merlot Avenue
 City, State, Zip: Grapevine, Texas 76051
 Phone#: 817-488-4960
 Fax #:
 E-Mail Address: shea.kirkman@trustke.com

Submittal Requirements

- ☒ Application
- ☒ Application Fee -Minimum \$250.00 or actual costs
- ☒ Metes and bounds description of the property with graphic exhibit. The metes and bounds description on the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper.
- ☒ An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property.
- ☐ Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Water Certificate of Convenience and Necessity area, are required to submit fees in accordance with the settlement agreement (please contact city to get a fee estimate)

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

COUNTY OF COLLIN

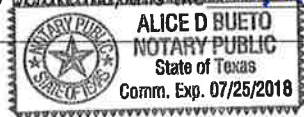
BEFORE ME, a Notary Public, on this day personally appeared RexGlendenning, the President of Rex Management, LLC, the general partner of Old Celina, Ltd., the undersigned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."

[Signature]
 Rex Glendenning, as President of Rex Management, LLC, the GP of Old Celina, Ltd.

Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 14th day of September, 2016.

My Commission expires _____



Alice D. Bueto
 Notary Public in & for the State of Texas

OFFICE USE ONLY

Receipt#: _____

Check#: _____

Payor: _____

This application meets requirements

Signature _____

Date _____

Attachment: Tract 16 3.305 Acres (1802 : Old Celina Annexation Petitions 3.305 & .95 Acres)

Legal Description – Tract 16 (3.305 Acres)

All that certain tract or parcel of land situated in Lot B of Subdivision number 14 of the Collin County School Land Survey A-167, County of Collin State of Texas as shown on plat recorded in Volume 03, Page 118 of the Deed Records of Collin County, Texas, and said tract being the remaining tract of a called 118 acre tract as described in deed to L.L. Lewis filed 10 November 1916 and recorded in Volume 206, Page 196 of said Deed Records and being more fully described as follows:

Beginning for the northeast corner of the tract being described herein at a found 1/2 inch rebar with a plastic cap marked Alliance, said rebar being the northeast remainder corner of said Lewis tract, same being the most easterly southeast corner of a called 49.985 acre tract as described in deed to Old Celina Ltd. filed 11 July 2002 and recorded in Volume 5208, Page 3398 of said Deed Records and said rebar being on the west line of State Highway Number 289;

Thence South 01 degrees 27 minutes 19 seconds East, with the west line of said highway a distance of 30.62 feet to a wood right of way monument for an angle point in the west line of said highway;

Thence South 01 degrees 56 minutes 18 seconds East, with the west line of said highway, a distance of 316.17 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for an angle point in the west line of said highway;

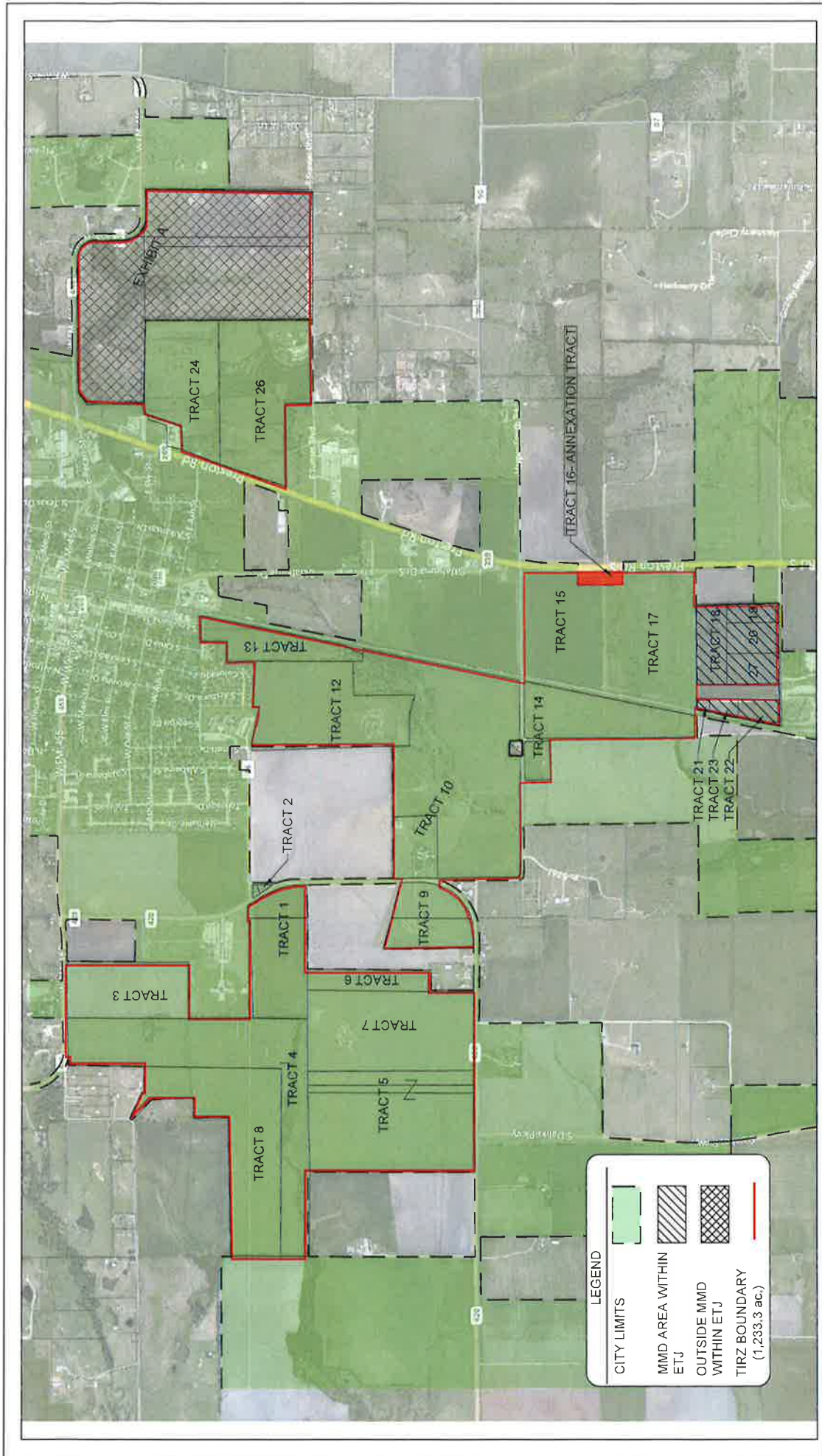
Thence South 00 degrees 23 minutes 33 seconds East, with the west line of said highway a distance of 333.51 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for the southeast remainder corner of said Lewis tract, same being the most easterly northeast corner of a called 66.020 acre tract as described in deed to Old Celina Ltd. filed 31 July 2003, and recorded in Volume 5471, Page 1109 of said Deed Records;

Thence South 88 degrees 49 minutes 36 seconds West, with the north line of said Old Celina 66 acre tract, a distance of 209.37 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for the southwest remainder corner of said Lewis tract; same being an ell corner of said Old Celina 66 acre tract;

Thence North 01 degrees 10 minutes 27 seconds West, with the east line of said Old Celina 66 acre tract and passing the most northerly northeast corner of said Old Celina 66 acre tract, same being the most southerly southeast corner of said Old Celina 49.985 acre tract and continuing on said course with the east line of said Old Celina 49.985 acre tract a distance of 680.17 feet to a found 1/2 inch rebar with a plastic cap marked Alliance for the northwest remainder corner of said Lewis tract, same being an ell corner of said Old Celina 49.985 acre tract

Thence North 88 degrees 48 minutes 36 seconds East, with the south line of said Old Celina 49.985 acre tract a distance of 209.56 feet to the POINT OF BEGINNING and containing 3.305 acres of land, more or less.

Attachment: Tract 16 3.305 Acres (1802 : Old Celina Annexation Petitions 3.305 & .95 Acres)



ANNEXATION EXHIBIT - 1

CELINA, TX
9.6.16





VOLUNTARY ANNEXATION APPLICATION

Property Description:

Survey Name and Abstract No.: B.B.B. & C. RR. Co. Survey, Abstract A-0132
 Tract Number(s): Tract 11 on attached aerial exhibit Number of Acres: 0.95 acres
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): 0

Current Property

Owner's Name: _____
 Company: Old Celina, Ltd.
 Address: 12400 Preston Road, Suite 100
 City, State, Zip: Frisco, Texas 75033
 Phone#: 972-250-1263
 Fax #: 972-335-1701
 E-Mail Address: rex@rexrealestate.com
Owners
Signature: _____

Representative's Name: Shea Kirkman
 Company: Kirkman Engineering
 Address: 4821 Merlot Avenue, Suite 210
 City, State, Zip: Grapevine, Texas 76051
 Phone#: 817-488-4960
 Fax #: _____
 E-Mail Address: shea.kirkman@trustke.com

Submittal Requirements

- ☒ Application
- ☒ Application Fee -Minimum \$250.00 or actual costs
- ☒ Metes and bounds description of the property with graphic exhibit. The metes and bounds description on the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper.
- ☒ An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property.
- ☐ Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Water Certificate of Convenience and Necessity area, are required to submit fees in accordance with the settlement agreement (please contact city to get a fee estimate)

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

COUNTY OF COLLIN

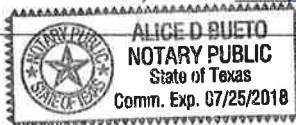
BEFORE ME, a Notary Public, on this day personally appeared Rex Glendenning, the President of Rex Management, LLC, the general partner of Old Celina, Ltd., the undersigned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."

Rex Glendenning, as President of Rex Management, LLC, the GP of Old Celina, Ltd.

Owner, Applicant, or Representative

day of September, 2016.

SUBSCRIBED AND SWORN TO before me, this the 14th
 My Commission expires _____



Alice D. Bueto
 Notary Public in & for the State of
 Texas

OFFICE USE ONLY

Receipt#: _____
 Check#: _____
 Payor: _____

This application meets requirements

Signature

Date

Legal Description - Tract 11 (0.95 Acres)

SITUATED in the B.B.B. & C. RR. Co. Survey, Abstract No. 132, Collin County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod set for the Southeast corner of the herein described tract, said iron rod is located West 980 feet from the intersection of the middle of a county road and the West line of the S.L.S.F. & T. Railroad Right-of-Way;

THENCE West with the middle of the said county road for a distance of 208.8 feet to an iron rod set for corner;

THENCE North 00 degrees 04 minutes West for a distance of 198.3 feet to a fence corner found for corner;

THENCE South 89 degrees 58 minutes East for a distance of 108.1 feet to a fence corner found for corner;

THENCE South 00 degrees 17 minutes East for a distance of 198.2 feet to the PLACE OF BEGINNING, CONTAINING 0.95 acres of land, more or less.

Attachment: Tract 11 petition .95 acres (1802 : Old Celina Annexation Petitions 3.305 & .95 Acres)



ANNEXATION EXHIBIT - TRACT 11

CELINA, TX
9.13.16



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: October 11, 2016
 Re: Old Celina Annexation Petition 186.653 Acres

Action Requested:

Consider and act upon a petition of voluntary annexation from Kirkman Engineering on behalf of Old Celina LTD, setting a date, time, and place (November 8, 2016 at 5:00 p.m. and November 8, 2016 at 5:05 p.m.) for public hearings on the proposed voluntary annexation of approximately 186.653 acres of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tracts 1 and 74; the Samuel Queen Survey, Abstract No. 731, Tract 7; the J.K. Rice Survey, Abstract No 767, Tract 2; and the H.C. Routh Survey, Abstract No. 765, Tract 11, Collin County, Texas. The property is generally located East of Preston Road (SH 289), and South of FM 455. (Old Celina Annexations) (Liebman)

Background Information:

The properties are described as follows:

1. An approximately 65.9 acre tract of land situated in the J.K. Rice Survey, Abstract No. 767, Tract 2, Collin County, Texas; and
2. An approximately 69.5 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tract 1, Collin County, Texas; and
3. An approximately 7.0 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Tract 74, Collin County, Texas; and
4. An approximately 44.0 acre tract of land situated in the Samuel Queen Survey, Abstract No.731, Tract 7, Collin County, Texas; and
5. An approximately .193 acre tract of land situated in the H.C. Routh Survey, Abstract No.765, Tract 11, Collin County, Texas; and

Annexation Calendar:

October 7, 2016	Notice mailed to property owners.
October 11, 2016	City Council option to accept voluntary petition to annex
October 21, 2016	Notice of public hearing to be published in <i>The Celina Record</i>
October 21, 2016	Notice of public hearing to be published on City website
November 8, 2016	City Council to hold two public hearings
December 13, 2016	City Council to consider annexation ordinance

Alternatives:

N/A

Legal Review:

N/A

Supporting Documents:

- Annexation Petition

Staff Recommendation:

Staff recommends approval.



VOLUNTARY ANNEXATION APPLICATION

Property Description:

4 tracts in the H.C. Routh Survey, Abstract No. 765, J.K. Rice Survey, Abstract No. 767, Sam
 Survey Name and Abstract No.: Queen Survey, Abstract No. 731 and Collin County School Land Survey, Abstract No. 167
 Tract Number(s): Exhibit A comprising tracts A, B, C, D and E Number of Acres: 186.653
 Number of People Living on Each Tract of Land (attach an additional sheet if necessary): 0

Current Property
Owner's Name:

Company: Old Celina, Ltd.
 Address: 12400 Preston Road, Suite 100
 City, State, Zip: Frisco, Texas 75033
 Phone#: 972-250-1263
 Fax #: 972-335-1701
 E-Mail Address: rex@rexrealestate.com

Owners
Signature:
Representative's Name: Shea Kirkman

Company: Kirkman Engineering
 Address: 4821 Merlot Avenue, Suite 210
 City, State, Zip: Grapevine, Texas 76051
 Phone#: 817-488-4960
 Fax #: _____
 E-Mail Address: shea.kirkman@trustke.com

Submittal Requirements

- ☒ Application
- ☒ Application Fee -Minimum \$250.00 or actual costs
- ☒ Metes and bounds description of the property with graphic exhibit. The metes and bounds description and the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 11" x 17" sheet of paper.
- ☒ An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property.
- ☐ Properties lying within Marilee Special Utility District (formerly Gunter Special Utility District) Water Certificate of Convenience and Necessity area, are required to submit fees in accordance with the settlement agreement (please contact city to get a fee estimate)

TO BE COMPLETED BY PROPERTY OWNER OR REPRESENTATIVE

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, a Notary Public, on this day personally appeared Rex Glendenning, the President of Rex Management, LLC, the general partner of Old Celina, Ltd., the undersigned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."

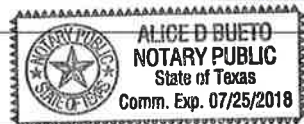
Rex Glendenning, as President of Rex Management, LLC, the GP of Old Celina, Ltd.

Owner, Applicant, or Representative

 SUBSCRIBED AND SWORN TO before me, this the 14th

day of September, 2016

My Commission expires



Alice D. Bueto
 Notary Public in & for the State of Texas

OFFICE USE ONLY

Receipt#: _____

Check#: _____

Payor: _____

This application meets requirements

Signature

Date

Property Information:**Tract A:**

Project Address/Location: +/- 65.9 Acres in the J.K. Rice Survey, Abstract A-0767 (Tract 2)

Tax Assessor's Parcel Number(s): 2110261

Number of People Living on Each Tract of Land: 0

Tract B:

Project Address/Location: +/- 69.5 Acres in the Collin County School Land #14 Survey, Abstract A-0167 (Tract 1)

Tax Assessor's Parcel Number(s): 2120659

Number of People Living on Each Tract of Land: 0

Tract C:

Project Address/Location: +/- 7.0 Acres in the Collin County School Land #14 Survey, Abstract A-0167 (Tract 74)

Tax Assessor's Parcel Number(s): 963210

Number of People Living on Each Tract of Land: 0

Tract D:

Project Address/Location: +/- 44.0 Acres in the Samuel Queen Survey, Abstract A-0731 (Tract 7)

Tax Assessor's Parcel Number(s): 997041

Number of People Living on Each Tract of Land: 0

Tract E:

Project Address/Location: 0.193 Acres in the H C Routh Survey, Abstract A-0765 (Tract 11)

Tax Assessor's Parcel Number(s): 1967330

Number of People Living on Each Tract of Land: 0

Legal Description – Exhibit “A”

BEING a tract of land situated in the H. C. Routh Survey, Abstract No. 765, J. K. Rice Survey, Abstract No. 767, Samuel Queen Survey, Abstract No. 731 and the Collin County School Land Survey, Abstract No. 167, Collin County, Texas, and also being part of a 66.12 acre tract (Tract 1), part of a 50 acres tract (Tract 2), all of a 74 acre tract (Tract 4), and all of a 0.193 acre tract (Tract 5) as conveyed to the O & M Church Family Limited Partnership and recorded in Volume 5244, Page 3049 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike found for corner at the southwest corner of said 74 acre tract (Tract 4), said railroad spike also being at the southeast corner of a 70.802 acre tract as conveyed to Old Celina, LTD. and recorded in Volume 5574, Page 1151, D.R.C.C.T., said railroad spike also being in County Road No. 91;

THENCE North 00 degrees 31 minutes 12 seconds East following the east line of said 70.802 acre tract a distance of 860.88 feet to a wood fence post for corner;

THENCE North 11 degrees 25 minutes 11 seconds East following the east line of said 70.802 acre tract a distance of 11.80 feet to a wood fence post found for corner;

THENCE North 00 degrees 51 minutes 56 seconds East following east line of said 70.802 acre tract a distance of 557.47 feet to a 1/2 inch iron rod found for corner at the northeast corner of said 70.802 acre tract, said corner also being the southeast corner of a 55.718 acre tract as conveyed to Rex Glendenning and recorded in Volume 4551, Page 1839, D.R.C.C.T.;

THENCE North 00 degrees 30 minutes 11 seconds East following the east line of said 5.718 acre tract a distance of 1205.28 feet to a 5/8 inch iron rod found for corner at the northeast corner of said 55.718 acre tract, said Iron rod also being in the south line of said 66.12 acre tract (Tract 1);

THENCE North 89 degrees 32 minutes 10 seconds West following the north line of said 55.718 acre tract a distance of 1312.90 feet to a 5/8 inch iron rod found for corner at the southwest corner of said 66.12 acre tract (Tract 1), said iron rod being the southeast corner of a 8.755 acre tract as conveyed to W.C. Miller & Will C. Miller III, and recorded in Volume 814, page 808, D.R.C.C.T.;

THENCE North 00 degrees 04 minutes 15 seconds East following the east line of said 8.755 acre tract a distance of 508.56 feet to a 1/2 inch iron rod found for corner;

THENCE North 5 degrees 50 minutes 15 seconds East following the east line of said 8.755 acre tract a distance of 38.47 feet to a 1/2 inch iron rod found for corner;

THENCE North 1 degree 53 minutes 16 seconds West following the east line of said 8.755 acre tract a distance of 373.34 feet to a 1/2 inch iron rod found for corner;

THENCE North 55 degrees 47 minutes 12 seconds East following the east line of said 8.755 acre tract a distance of 231.06 feet to a 1/2 inch iron rod set for corner the south Right Of Way line of F.M. No. 455 (90' ROW), said iron rod also being in a curve to the right with a chord bearing of North 87 degrees 11 minutes 02 seconds East a chord distance of 157.62 feet;

THENCE along said curve to the right following the south ROW line of said F.M. No. 455 through a central angle of 6 degrees 30 minutes 46 seconds a radius distance of 1387.42 and an arc distance of 157.71 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 33 minutes 34 seconds East following the south ROW line of said F.M. No. 455 a distance of 1964.84 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the right with a chord bearing of South 44 degrees 34 minutes 04 seconds East a chord 386.46 distance of feet;

THENCE along said curve to the right following the south ROW line of said F.M. No. 455 through a central angle of 89 degrees 59 minutes 00 seconds a radius distance of 273.31 feet and an arc distance of 429.23 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 25 minutes 26 seconds West following the south ROW line of add F.M. No. 455 a distance of 444.32 feet to a 1/2 inch iron rod set for corner at the beginning of a curve to the left with a chord bearing of South 44 degrees 29 minutes 34 seconds East a chord distance of 513.05 feet;

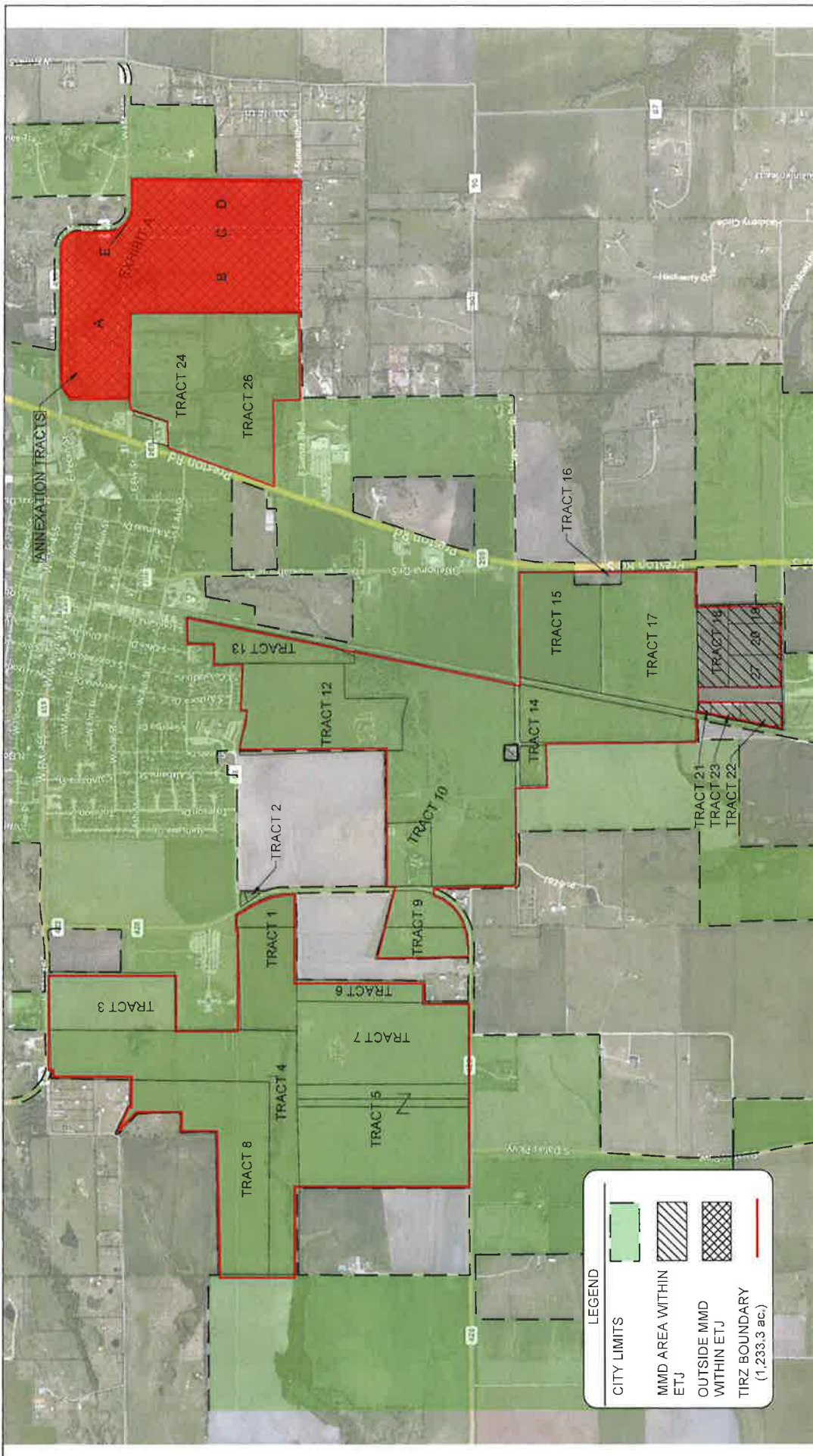
THENCE along said curve to the left following the south ROW line of said F.M. No. 455 through a central angle of 89 degrees 50 minutes 00 seconds a radius distance of 363.31 feet and an arc distance of 569.63 feet to a 1/2 Inch iron rod set for corner;

THENCE South 89 degrees 24 minutes 34 seconds East following south ROW line of East No. following south ROW line of F.M. No. 455 a distance of 436.80 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 23 minutes 49 seconds West a distance 1311.93 feet to a 1/2 inch iron and set for corner;

THENCE South 01 degrees 01 minutes 35 seconds West a distance of 1295.11 feet to a railroad spike set for corner in County Road No. 91;

THENCE North 89 degrees 45 minutes 26 seconds West following CR. No. 91 a distance of 2053.69 feet to the POINT Or BEGINNING and containing 8,130,588 square feet or 186.653 acres of land, more or less.



ANNEXATION EXHIBIT - 4

CELINA, TX
9.6.16





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: October 11, 2016
Re: Prairie Crossing Right-of-Way Final Plat

Action Requested:

Consider and act upon a Final Plat for Prairie Crossing Right-of-Way (formerly CR 51), being a ± 2.769 acre tract of land situated in the John Ragsdale Survey, Abstract No 734. The tract is generally located west of the northwest corner of the BNSF Railroad and Frontier Parkway. (Light Farms Prairie Crossing Right-of-Way) (Liebman)

Background Information:

Prairie Crossing, formerly known as CR 51, is Light Farm's connection to Frontier Parkway west of the BNSF railroad tracks. The roadway has been constructed and Light Farms/Collin County MUD #1 will own and maintain the road.

Board Review/Citizen Input:

At its meeting on September 20, 2016, the Planning & Zoning Commission voted unanimously to recommend approval of the Final Plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

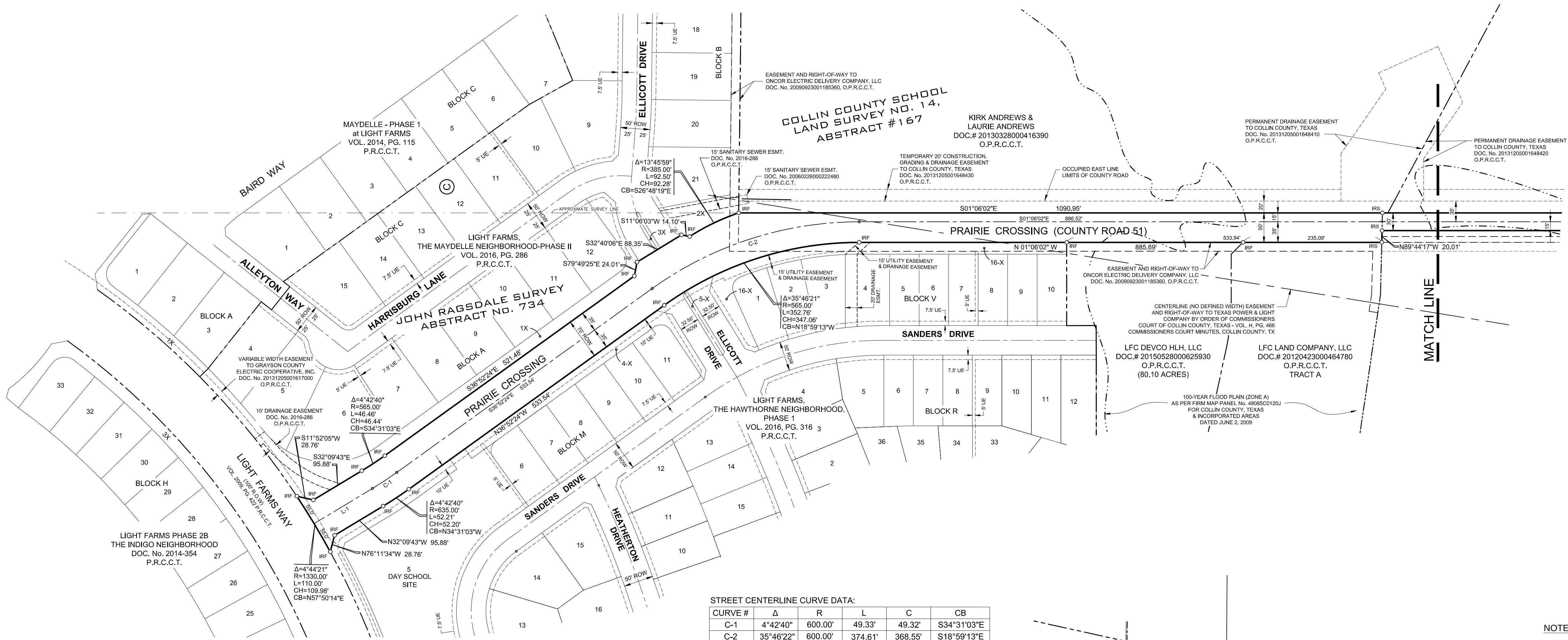
Supporting Document:

- Plat Exhibit

Staff Recommendation:

Staff recommends approval

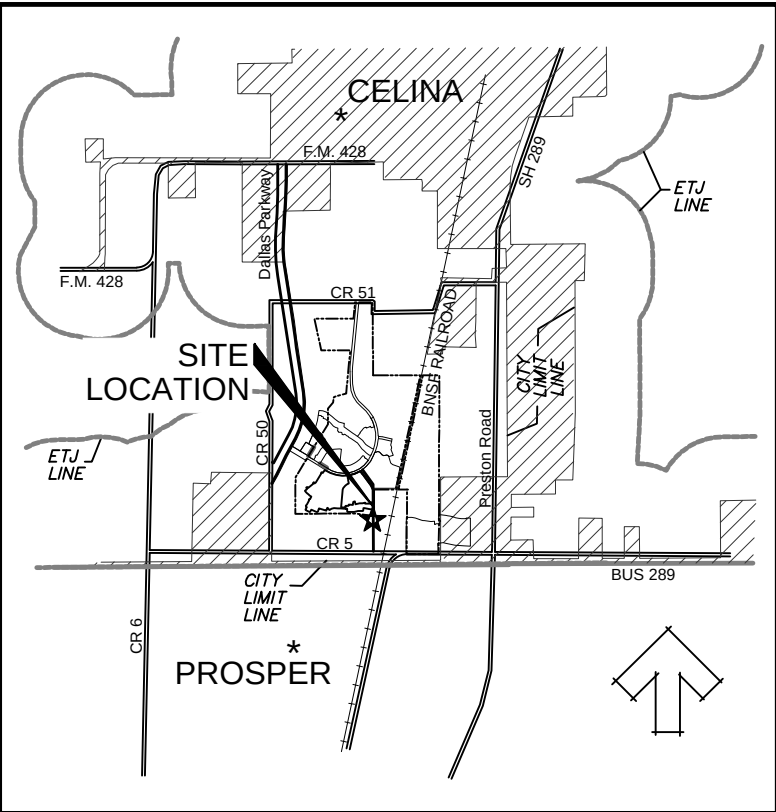
DWG: J:\Survey\390530- CR 51\PLAT\DWG\PRairie_Crossing_FinalPlat.dwg USER: yahoo
DATE: Sep 15, 2016 12:09pm XREFS:



STREET CENTERLINE CURVE DATA:

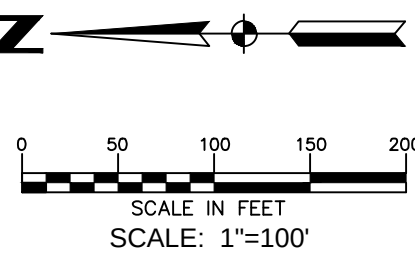
CURVE #	Δ	R	L	C	CB
C-1	4°42'40"	600.00'	49.33'	49.32'	S34°31'03"E
C-2	35°46'22"	600.00'	374.61'	368.55'	S18°59'13"E

LINE #	BEARING	DISTANCE
L-1	S32°09'43"E	115.41'



VICINITY MAP

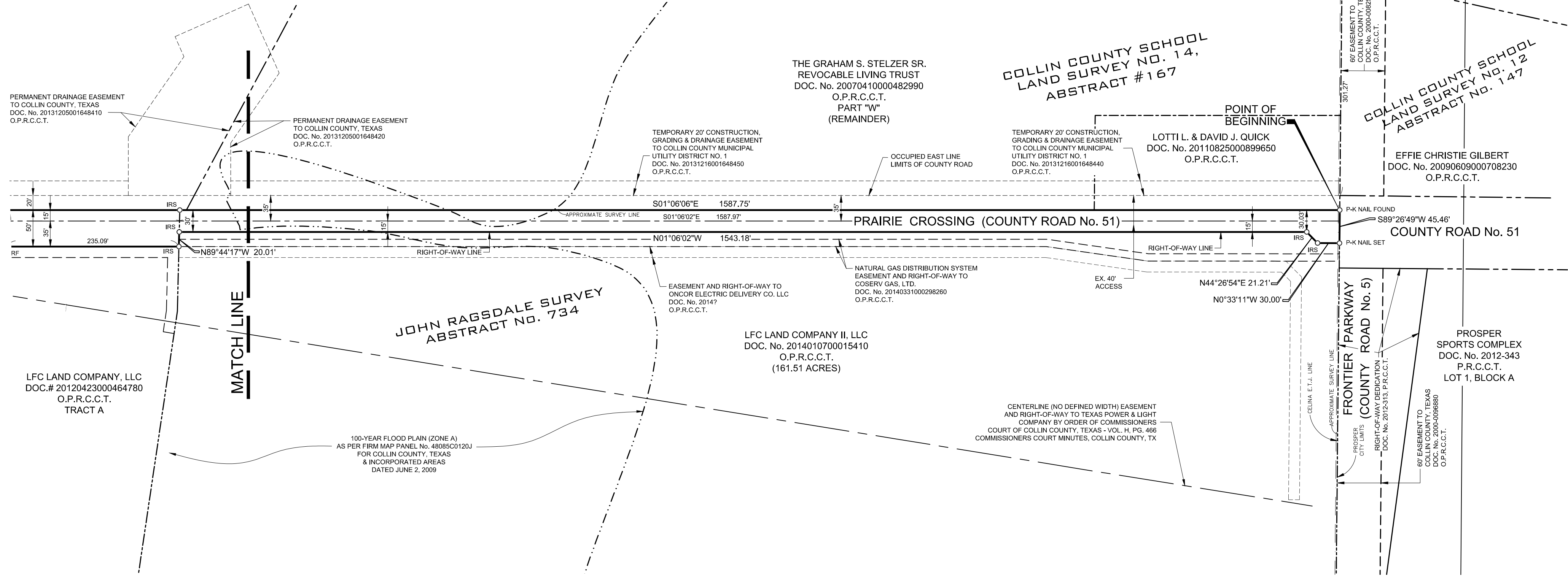
- LEGEND**
- 5/8" IRON ROD FOUND W/ "HUITT-ZOLLARS" CAP (UNLESS OTHERWISE NOTED)
 - 5/8" IRON ROD SET W/ "HUITT-ZOLLARS" CAP
 - UTILITY EASEMENT
 - O.P.R.C.C.T.— OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
 - P.R.C.C.T.— PLAT RECORDS, COLLIN COUNTY, TEXAS



BASIS OF BEARINGS: BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL TEXAS ZONE (4202) NORTH AMERICAN DATUM 1983 (2011).

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.



FINAL PLAT
PRAIRIE CROSSING
(COUNTY ROAD 51)
AT
LIGHT FARMS
3.876 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS

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

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

DWG: J:\Survey\3905190- CR 51\PLATTOW\IPRAIRIE_CROSSING_FinalPlat.dwg USER: yahoo
DATE: Sep 15, 2016 12:10pm XREFS:

OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

BEING a tract of land situated in the John Ragsdale Survey, Abstract No. 734, Collin County, Texas, being a portion of the 597.17 acres of land described as Tract A in instrument to LFC LAND COMPANY, LLC as recorded under Document No. 20120423000464780 of the Land Records of Collin County, Texas and being a portion of the 161.51 acre tract of land described in instrument to LFC LAND COMPANY II, LLC as recorded under Document No. 20140107000015410 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a P-K nail found at the southeast corner of the 161.51 acre tract, said point being at the approximate intersection of County Road No. 5 and County Road No. 51;

THENCE along the approximate centerline of County Road No. 5, South 89 degrees 26 minutes 49 seconds West a distance of 45.46 feet to a P-K nail set in roadway;

THENCE departing the approximate centerline of County Road No. 5, North 0 degrees 33 minutes 11 seconds West a distance of 30.00 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 44 degrees 26 minutes 54 seconds East a distance of 21.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE North 01 degree 06 minutes 02 seconds West a distance of 1,543.18 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" on the north line of said 161.51 acre tract and approximate centerline of a drainage ditch;

THENCE North 89 degrees 44 minutes 17 seconds West along the north line of the 161.51 acre tract, a distance of 20.01 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE departing the north line of said 161.51acre tract, North 01 degree 06 minutes 02 seconds West, passing a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for the southeast corner of a 80.10 acres tract of land described to LFC DEVCO HLH,LLC as recorded under Document No. 2150528000625930 at a distance of 235.09 feet, and passing a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for the southeast corner of LIGHT FARMS, THE HAWTHORNE NEIGHBORHOOD, PHASE 1, as recorded in Volume 2016, Page 316 of the Plat Records of Collin County, Texas (P.R.C.C.T.), in all a total distance of 885.69 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a delta angle of 35 degrees 46 minutes 21 seconds, a radius of 565.00 feet, being subtended by a chord which bears North 18 degrees 59 minutes 13 seconds West, a distance of 347.06 feet;

THENCE along the easterly boundary line of said LIGHT FARMS, THE HAWTHORNE NEIGHBORHOOD, PHASE 1, the following courses;

Along said curve an arc length of 352.76 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

North 36 degrees 52 minutes 24 seconds West, a distance of 533.54 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the right having a delta angle of 04 degrees 42 minutes 40 seconds, a radius of 635.00 feet, being subtended by a chord which bears North 34 degrees 31 minutes 03 seconds West, a distance of 52.20 feet;

Along said curve an arc length of 52.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the end of said curve;

North 32 degrees 09 minutes 43 seconds West, a distance of 95.88 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 76 degrees 11 minutes 34 seconds West, a distance of 28.76 feet to 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 (P.R.C.C.T.), and being the beginning of a non-tangent curve to the left having a delta angle of 04 degrees 44 minutes 21 seconds, a radius of 1,330.00 feet, being subtended by a chord which bears North 57 degrees 50 minutes 14 seconds East, a distance of 109.98 feet;

THENCE along said curve an arc length of 110.00 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for the northwest corner of LIGHT FARMS, THE MAYDELLE NEIGHBORHOOD-PHASE II, as recorded in Volume 2016, Page 284 (P.R.C.C.T.);

THENCE departing the southeasterly right-of-way line of Light Farms Way, and along the westerly boundary line of said LIGHT FARMS, THE MAYDELLE NEIGHBORHOOD-PHASE II, the following courses:

South 11 degrees 52 minutes 05 seconds West a distance of 28.76 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 32 degrees 09 minutes 43 seconds East, a distance of 95.88 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the beginning of a curve to the left having a delta angle of 04 degrees 42 minutes 40 seconds, a radius of 565.00 feet, being subtended by a chord which bears South 34 degrees 31 minutes 03 seconds East, a distance of 46.44 feet;

Along said curve an arc length of 46.46 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the end of said curve;

South 36 degrees 52 minutes 24 seconds East a distance of 521.48 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 79 degrees 49 minutes 25 seconds East a distance of 24.01 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 32 degrees 40 minutes 06 seconds East a distance of 88.35 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 11 degrees 06 minutes 03 seconds West a distance of 14.10 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 13 degrees 45 minutes 59 seconds, a radius of 385.00 feet, being subtended by a chord which bears South 26 degrees 48 minutes 19 seconds East, a distance of 92.28 feet;

Along said curve an arc length of 92.50 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" for the southwest corner of said LIGHT FARMS, THE MAYDELLE NEIGHBORHOOD-PHASE II, and being an inner ell corner of said LFC Land Company, LLC tract;

THENCE South 01 degree 06 minutes 02 seconds East along an east line of said LFC Land Company tract, a distance of 1,090.95 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars" at the southeast corner of said tract, said point also being the northeast corner of the aforementioned 161.51 acre tract;

THENCE South 01 degree 06 minutes 06 seconds East along the east line of said LFC Land Company II tract, and the approximate centerline of County Road No. 51 a distance of 1,587.75 feet to the POINT OF BEGINNING and CONTAINING 3.876 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LFC LAND COMPANY, LLC, and LFC LAND COMPANY II, LLC acting herein by and through his(its) duly authorized officer(s),does hereby adopt this plat designating the herein above described property as PRAIRIE CROSSING (COUNTY ROAD 51) at LIGHT FARMS, addition 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 _____, 2016.

By:

Authorized Signature of LFC LAND COMPANY, LLC.

Printed Name and Title

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 _____, 2016.

Notary Public in and for the State of Texas

My Commission Expires On: _____

WITNESS, my hand, this the ____ day of _____, 2016.

By:

Authorized Signature of LFC LAND COMPANY II, LLC

Printed Name and Title

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 _____, 2016.

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.

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

Date

STATE OF TEXAS
COUNTY OF DALLAS

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

Given under my hand and seal of office, this ____ day of _____, 2016.

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

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.

FINAL PLAT
PRAIRIE CROSSING
(COUNTY ROAD 51)
AT
LIGHT FARMS
3.876 ACRES
SITUATED IN THE
JOHN RAGSDALE SURVEY, ABST. No. 734
COLLIN COUNTY, TEXAS

COUNTY RECORDING INFORMATION
OWNER
LFC LAND COMPANY, LLC.
LFC LAND COMPANY II, 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

AUGUST 2016 SHEET 2 OF 2

PROJECT NUMBER: 01-3905-30

Attachment: PRAIRIE CROSSING_FinalPlat-PLAY (1786 : Prairie Crossing ROW Final Plat)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Ben Rodriguez, Senior Planner
CC: Rick Chaffin, Interim City Manager
Date: October 11, 2016
Re: Creeks of Legacy Phase 2B Construction Plat

Action Requested:

Consider and act upon a Construction Plat for Creeks of Legacy, Phase 2B, a ±19.823 acre tract of land situated in the F.D. Gary Survey, Abstract No. 361, containing eighty-three (83) residential lots and one (1) HOA lot. The property is generally located north of Frontier Parkway (CR 5), south of Driftwood Creek Trail and east of Doe Branch Boulevard. (Creeks of Legacy Phase 2B) (Liebman)

Background Information:

The Creeks of Legacy Phase 2B Construction Plat creates eighty-three (83) residential lots and one (1) open space/common areas lots to be owned and maintained by the HOA. Staff has reviewed the proposed Construction Plat for Creeks of Legacy, Phase 2B and recommends approval.

Board Review/Citizen Input:

At its meeting on September 20, 2016, the Planning & Zoning Commission voted unanimously to recommend approval of the Construction Plat, subject to staff's comments being addressed prior to being heard by the City Council.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

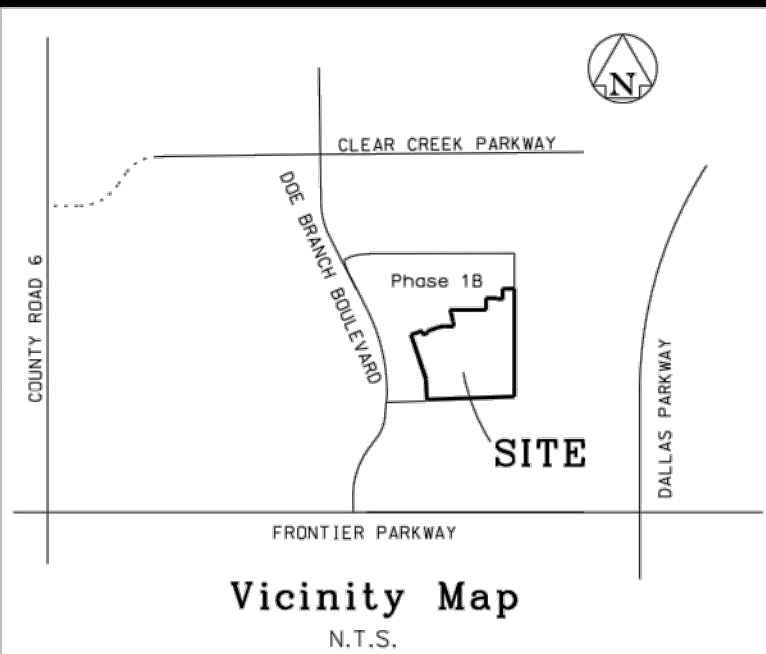
N/A

Supporting Document:

- Plat Exhibit

Staff Recommendation:

Staff recommends approval.



NOTES

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

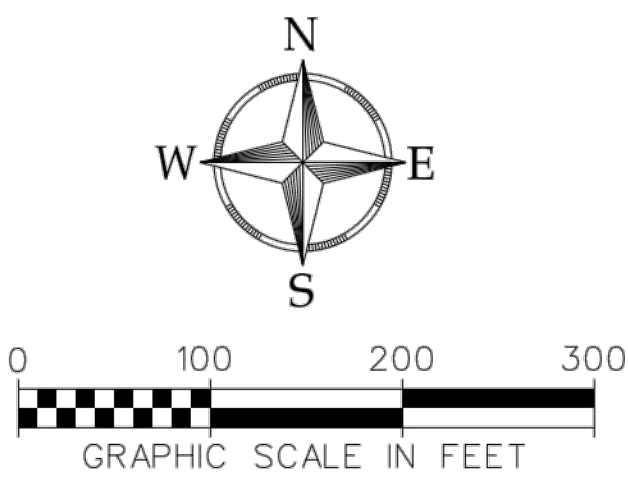
2. THE UNDERSIGNED DOES HEREBY COVENANT AND AGREE THAT HE OR SHE OR THEY SHALL CONSTRUCT UPON THE FIRE LANE EASEMENTS, AS DEDICATED AS SHOWN HEREON, A DRIVEWAY, DRIVE, SIDEWALK, OR OTHER ACCESS TO THE FIRE LANE, AND THAT HE OR SHE OR THEY SHALL MAINTAIN THE SAME IN A STATE OF GOOD REPAIR AT ALL TIMES AND KEEP THE SAME FREED AND CLEAR OF ANY STRUCTURES OR OBSTRUCTIONS, SUCH AS SIGNAGE, LIGHTS, TREES, OR OTHER OBSTRUCTIONS, AND BE LIMITED TO THE PARKING OF MOTOR VEHICLES, TRAILERS, BOATS OR OTHER IMPEDMENTS TO THE ACCESSIBILITY OF FIRE APPARATUS; THE MAINTENANCE OF PAVING ON THE FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE EASEE, AND THE OWNER SHALL POST AND MAINTAIN APPROPRIATELY CONSPICUOUS PLACARDS AND SIGNS AT THE FIRE LANE, STATING "FIRE LANE, NO PARKING." THE LOCAL LAW ENFORCEMENT AGENCY IS HEREBY AUTHORIZED TO ENFORCE PARKING REGULATIONS WITHIN THE FIRE LINES, AND TO CAUSE THE REMOVAL OF ANY VEHICLES OR OBSTRUCTIONS FROM THE FIRE LANE AND UNOCCUPIED AT ALL TIMES FOR FIRE DEPARTMENT AND EMERGENCY USE.

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

4. THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS AND MAINTENANCE) ARE HEREBY GRANTED TO THE CITY OF CHANDLER FOR ACCESS AND ASSIGN, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS FOR MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO REMOVE ANY OBSTRUCTION THEREON, TO MAINTAIN AND REPAIR THE CITY EXERCISE THIS MAINTENANCE RIGHT, THEN IS SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, TREES, SHRUBS, FENCE, OR OTHER OBSTRUCTIONS THEREON. THE MAINTENANCE RESPONSIBILITY OF THE VAM EASEMENT AT ANY TIME, THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR EASEMENT SHALL REST WITH THE OWNERS, NO BUILDING, FENCE, SHRUB, TREE OR OTHER OBSTRUCTION THEREON. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO PROVIDE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT BUT NOT THE OBLIGATION TO ADD ANY LANDSCAPE IMPROVEMENTS, TREES, SHRUBS, FENCE, OR OTHER OBSTRUCTIONS THEREON. THE CITY SHALL HAVE THE RIGHT AND PRIVILEGE AT ALL TIMES TO ENTER UPON THE EASEMENT AND ANY PART THEREOF FOR THE PURPOSES AND WITH A RIGHT OF ACCESS AND PRIVILEGE FORTH HEREIN.

5. THE HOMEOWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER DETENTION SYSTEM AND STORM DRAINAGE SYSTEM IN COMMON AREA. THE HOMEOWNERS ASSOCIATION SHALL FURTHER HOLD THE CITY OF CELINA HARMLESS FROM ANY AND ALL PERMANENT DAMAGE TO THE CITY OF CELINA FROM THE CITY OF CELINA'S RESPONSIBILITY. THE DETENTION EASEMENT SHOWN HEREUNDER SHALL NOT CREATE ANY DUTY TO THE CITY TO REPAIR, MAINTAIN, OR CORRECT ANY CONDITION THAT EXISTS OR DUE TO THE NATURAL FLOW OF STORM WATER RUNOFF INCLUDING BUT NOT LIMITED TO WASH, SCOUR, BANK EROSION, COLLAPSE, LOSS OF VEGETATION AND TREES, SUBSIDENCE AND INFILTRATION WITH STRUCTURES. THE CITY RETAINS THE RIGHT TO ENFORCE THESE EASEMENTS FOR PUBLIC PURPOSES.

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



LEGEND

IRF	=	Iron Rod Found
IRS	=	Iron Rod Set
BL	=	Building Line
U.E.	=	Utility Easement
W.M.E.	=	Wall Maintenance Easement
Sq.Ft.	=	Square Feet
	=	Street Name Change
	=	Home Orientation

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

NO.	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	90° 00' 30"	50.00'	78.54'	N 72° 08' 38" W	70.71'
C2	12° 37' 19"	442.30'	97.44'	N 05° 37' 05" E	97.24'
C3	04° 19' 13"	1289.00'	97.20'	N 14° 05' 22" E	97.17'
C4	04° 07' 08"	453.30'	32.59'	N 33° 37' 01" E	32.58'

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

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

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

SIGNATURE OF CHAIRPERSON

APPROVED BY: CITY COUNCIL
CITY OF CELINA, TEXAS

SIGNATURE OF MAYOR _____ DATE OF APPROVAL _____

ATTEST:

CITY SECRETARY _____ DATE _____

LOT SUMMARY

Residential Lots = 84

Open Space Lots = 1

Total Lots = 85

A Construction Plat of

Lots 41-51, 51X, and 52-64 Block A, Lots 1-37
and Block C, Lots 4-18, Block D and Lots 7-14 Block E

Creeks of Legacy Phase 2B

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

Case No. _____

Revisions:

R13001

IN	
----	--

ob #:

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A Construction Plat of

Lots 41-51, 51X, and 52-64 Block A, Lots 1-37

Creeks of Legacy Phase 2B

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

PELOTON
LAND SOLUTIONS

SHEET

1

OF 2 SHEETS

Attachment: Creeks of Legacy Phase 2B (1799 : Creeks of Legacy Phase 2B Construction Plat)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: October 11, 2016
 Re: Ace Hardware Construction Plat

Action Requested:

Consider and act on a Construction Plat for Ace Hardware, being a ± 1.734 acre tract of land situated in the Herrin Addition, Lot 1R, Block A and generally located north and east of S. Oklahoma Street (Business 289), south of Cherry Wood Lane, and west of Preston Road (SH 289), Celina, Texas. (Ace Hardware) (Liebman)

Background Information:

The plat is to facilitate the construction of the Ace Hardware facility adjacent to Preston Road. The property is currently under contract by Ace Hardware. Staff has reviewed the proposed Construction Plat and recommends its approval.

Board Review/Citizen Input:

At its meeting on September 20, 2016, the Planning & Zoning Commission voted unanimously to recommend approval of the Construction Plat.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

- Proposed Plat

Staff Recommendation:

Staff recommends approval as presented

OWNER'S CERTIFICATE

STATE OF TEXAS)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

Whereas, DK Meyer Property, LLC, is the sole owner of a tract of a 1.374 acre tract of land situated in the Collin County School Land Survey, Abstract Number 167, Collin County, Texas, being all of the tract of land described in the deed to DK Meyer Property, LLC recorded in Document Number _____ Official Public Records of Collin County, Texas, also being Lot 1R, Block A, Herrin Addition, an addition to the City of Celina according to the plat recorded in Volume 2015, Page 202, Plat Records of Collin County, Texas, said 1.374 acre tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a cap stamped "Pacheco Koch" found in the northwesterly line of Preston Road (a variable width right-of-way) for the southeast common corner of said Lot 1R and Lot 2, Block A, Celina Fire Station #1, an addition to the City of Celina according to the plat recorded in Volume 2015, Page 398, Plat Records of Collin County, Texas;

THENCE North 70 degrees 28 minutes 15 seconds West, with the common line of said Lot 1R and Lot 2, Block A, a distance of 54.28 feet to a 1/2 inch iron rod with a cap stamped "Pacheco Koch" found for corner;

THENCE North 60 degrees 28 minutes 06 seconds West, a distance of 156.83 feet to a 1/2 inch iron rod with a cap stamped "Pacheco Koch" found for corner;

THENCE South 89 degrees 08 minutes 01 second West, a distance of 159.48 feet to a 1/2 inch iron rod with a cap stamped "Pacheco Koch" found for the west common corner of said Lot 1R and Lot 2, Block A, and being in the east right-of-way line of Business Highway 289 (a 100 foot wide right-of-way);

THENCE North 00 degrees 38 minutes 51 seconds West, departing said common line of Lot 1R and Lot 2, Block A, with the east right-of-way line of said Business Highway 289, a distance of 119.94 feet the west common corner of said Lot 1R and Lot 4, Block A, Herrin Addition, an addition to the City of Celina according to the plat recorded in Volume 0, Page 570, Plat Records of Collin County, Texas, from which a 1/2 inch iron rod with a cap stamped "Ibell Engr" found bears North 70 degrees 44 minutes 55 seconds West, a distance of 0.30 feet;

THENCE North 89 degrees 10 minutes 50 seconds East, departing said east right-of-way, with the north line of said Lot 1R, a distance of 422.16 feet to a 1/2 inch iron rod with a cap stamped "Pacheco Koch" found for the east common corner of said Lot 1R and Lot 2, Block A, of said Herrin Addition, as recorded in said Volume 0, Page 570, and being in northwesterly right-of-way line of said Preston Road;

THENCE South 17 degrees 55 minutes 14 seconds West, departing said north line of Lot 1R, with said northwesterly right-of-way line, a distance of 126.32 feet to a 5/8 inch iron rod with a cap stamped "Dunaway Assoc LP" set for corner;

THENCE South 17 degrees 56 minutes 10 seconds West, a distance of 7.36 feet to a brass disc in concrete stamped "TXDOT" found for corner;

THENCE South 19 degrees 31 minutes 30 seconds West, a distance of 97.41 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 1.374 acres (59,835 square feet) of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DK Meyer Property LLC, acting herein by and through its duly authorized officer(s), does hereby adopt this plat designating the herein above described property as Lot 1R1, Block A, Herrin Addition, an addition to the City of Celina, Texas, and does hereby dedicate, in fee simple to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed on landscape easements, if approved by the City Council of the City of Celina. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Celina's use thereof. The City of Celina and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Celina and public utility entities shall at all times have the full right ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand this the _____ day of _____, 2016.

BY: _____
Authorized Signature of Owner

Printed Name and Title

STATE OF TEXAS)
COUNTY OF COLLIN)

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

Given under my hand and seal of office, this ___ day of _____, 2016.

Notary Public in and for the State of Texas

My Commission Expires On: _____

I, Alan Moore, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Celina in the month of March, 2016.

Preliminary, this document shall not be recorded for any purpose and shall not be relied upon as a final survey document.

Alan Moore
Registered Professional Land Surveyor
Texas Registration No. 5537

Date

STATE OF TEXAS)
COUNTY OF TARRANT)

Before Me, the undersigned authority, on this day personally appeared Alan Moore, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

Given under my hand and seal of office this the _____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires _____

This property is located in the corporate limits 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 this plat.

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

Signature of Chairperson _____ Date of Recommendation _____

APPROVED BY: _____ City Council
City of Celina, Texas

Signature of Mayor _____ Date of Approval _____

ATTEST:

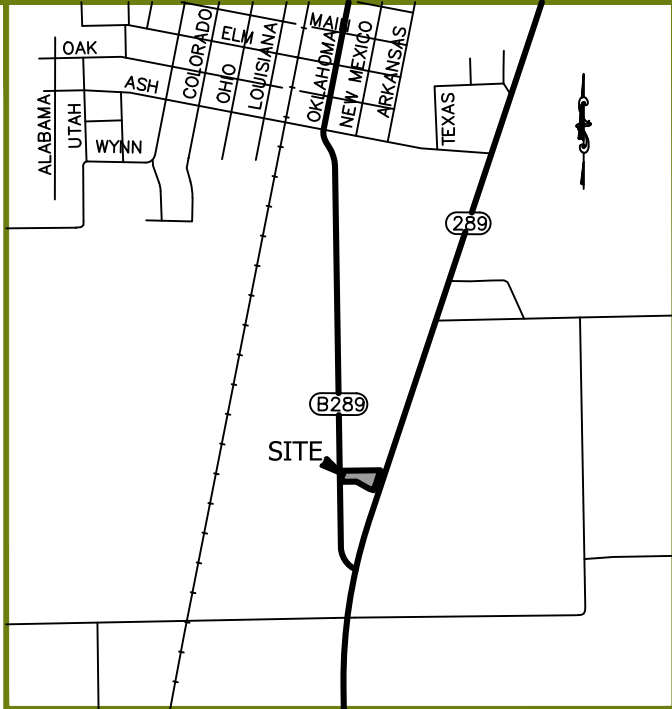
City Secretary _____ Date _____

Standard Notes:

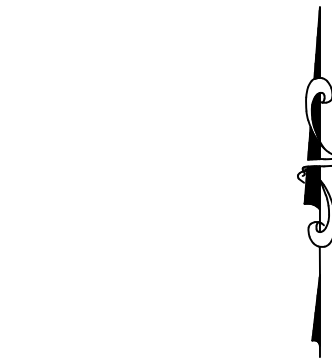
- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
- The undersigned does hereby covenant and agree that he or she or they shall construct upon the fire lane easements, as dedicated as shown hereon, a hard surface in accordance with the City of Celina's paving standards for fire lane, and that he or she or they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.
- The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Celina, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

NOTES:

- The basis of the bearings shown hereon is the Texas State Plane Coordinate System, North Central Zone (NAD83).
- According to the Flood Insurance Rate Map for Collin County, Texas and Incorporated Areas, Map Number 480133 0120 J, Map Revised Date: June 2, 2009, the subject property is located in Zone "X" (unshaded), defined as "Areas determined to be outside the 0.2% annual chance floodplain". This statement does not reflect any type of flood study by this firm.
- All property corners are 5/8 inch iron rod with plastic cap stamped "Dunaway Assoc LP" set unless otherwise noted.



VICINITY MAP
NOT TO SCALE



30' 0 30' 60'
SCALE
1"= FEET
30'

IRA PLUS SOUTHWEST LLC
FBO LYNN S. WOLF, IRA
DOC.#2001620300/383470
O.P.R.C.C.T.
UNPLATTED

SURVEYOR

DUNAWAY ASSOCIATES, L.P.
550 BAILEY AVENUE
SUITE 400
FORT WORTH, TEXAS 76107
(817) 335-1121 (PHONE)
(817) 335-7437 (FAX)

OWNER

DK MEYER PROPERTY LLC
7005 PETERS PATH
COLLEEVILLE TX, 76034
817-851-3502 (PHONE)
CONTACT: DANIEL V. MEYER

REPLAT OF
LOT 1R1, BLOCK A
HERRIN ADDITION

Situated in the Collin County School Land Survey, Abstract No. 167, City of Celina, Collin County, Texas, and being a replat of Lot 1R, Block A, Herrin Addition, an addition to the City of Celina as recorded in Volume 2015, Page 202, Plat Records of Collin County, Texas.

1 Lot = 1.374 Acres

This plat was created in the month of March, 2016



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100

JOB NUMBER: B002362.001



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Planning Manager
 CC: Rick Chaffin, Interim City Manager
 Date: October 11, 2016
 Re: Wood Tract Rezoning Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 43.0 acre tract of land situated in the M. Wilhite Survey, Abstract No. 1008, Collin County, Texas, and generally located east of CR 83, west of CR 86 (future Coit Road), and north of CR 84, Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein, to be zoned PD, Planned Development District #74. (Ken Wood Tract Rezoning) (Liebman)

Background Information:

The property is currently zoned AG, Agricultural zoning district following the annexation of the tracts of land on April 12, 2016 (Ordinance No. 2016-26). The applicant is proposing a Planned Development with base zoning designations of MU-2, Regional Mixed-Use and CF, Community Facilities zoning districts. The property is to be subdivided into Tracts A, B and C.

Tract A (±17.879 acres):

Tract A is generally located north of the future extension of Ownsby Parkway and west of CR 86 (future Coit Road). This tract is proposed to allow the commercial land uses listed in the MU-2, regional mixed use zoning district, including townhomes. Attached residential units shall be allowed at a maximum density of ten units per acre. Stand-alone multiple family and duplexes are not allowed in Tract A. Staff is requesting that the townhome location be restricted to adjacent to the Bluewood/Wells North subdivision and be limited to two-story. This will provide a buffer from the single family located in Bluewood/Wells North to the commercial uses allowed elsewhere within Tract A, including uses listed in the MU-2 zoning district, such as car washes, auto supply stores, banks, restaurants, convenience stores and grocery stores, among others. The PD development regulations have added mini-warehouses and city facilities including, but not limited to a water tower, to the allowed uses in Tract A. No detached single family residential is proposed for Tract A.

Tract B (±3.36 acres):

Tract B is located adjacent to Preston Hills and a portion of Lilyana/Wells South. It has frontage on Ownsby Parkway and on the north/south portion of CR 83. Commercial uses will be limited to one-story structures. A solid, six-foot masonry screening wall will be required for all commercial uses backing or

siding to single family residential developments. No single family is proposed for Tract B. The applicant has agreed that the land uses for Tract B shall be limited to schools, daycare facilities, office/services and other land uses compatible with low intensity neighborhood services.

Tract C (±21.761 acres):

Tract C is located at the southwest corner of future Coit Road and the extension of Ownsby Parkway, both to have an ultimate build-out as six-lane major thoroughfares within 120 feet of right-of-way. This is a logical intersection for commercial uses. In Frisco and Prosper, commercial development is zoned at the hard corners of Coit Road and major east/west thoroughfares. Tract C will allow all the uses listed in Tract A, plus multiple-family, senior living, child care/preschool, medical facilities, rehabilitation care facility, and offices. The stand-alone multiple-family in Tract C is limited to five acres, typical of a senior living type development. The allowed density is twenty-four units per acre. Commercial uses are limited to two stories adjacent to or across a right-of-way from any single family developments, unless one additional foot of setback is provided for each additional foot of height requested. A solid, six-foot masonry screening wall will be required for all commercial uses backing or siding to single family residential developments. No single family is proposed for Tract C.

Comprehensive Plan:

The adopted Comprehensive Land Use Plan calls for Suburban Moderate-High Residential Mix in this area. This designation encompasses the majority of the land area outside the Celina's historic downtown and accommodates a range of housing types including single family detached and attached dwellings such as duplexes and townhomes. Supporting office, retail, commercial and entertainment are considered acceptable uses. The non-residential uses are intended to support a much larger area than the immediate neighborhood and will be generally located at intersections. The proposed combination of townhome, commercial, and multiple-family development complies with the Comprehensive Plan.

Thoroughfare Plan:

The Thoroughfare Plan shows two major thoroughfares adjacent to or within the subject property: Coit Road and Ownsby Parkway are both shown on the Thoroughfare Plan as six-lane divided major arterials within 120 feet of right-of-way. Ownsby Parkway, west of the Wood Tract, is a modified major arterial with six lanes divided within 100 feet of right-of-way. The Thoroughfare Plan was revised in this section to avoid the necessity of additional right-of-way acquisition from the south side of the roadway, where established homesites exist. All of the additional right-of-way for this section of Ownsby Parkway was obtained from the Bluewood tract (formerly Wells North). The transition from 100 feet of right-of-way to the 120 feet of right-of-way on the Wood Tract will occur on the Wood Tract.

Board Review/Citizen Input:

At its meeting on August 16, 2016, the Planning and Zoning Commission voted (4-3, with Hangartner, Haley and Schmitt opposed) to recommend approval of the rezoning request, as conditioned in the staff report.

The City Council notice of the public hearing was published in *The Celina Record* on September 23, 2016. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. Six property owners were notified by mail on July 29, 2016. As of the printing of this packet, five letters in opposition have been received. No comments or letters in support have been received.

Section 211.006 of the TEXAS LOCAL GOVERNMENT CODE, "Procedures Governing Adoption of Zoning Regulations and District Boundaries," requires "an affirmative vote of at least three-fourths of all members of the governing body" if a written protest is received by "at least twenty percent of the area of

the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.” The threshold of protest has been met since 100% of the property owners notified have submitted written letters of opposition. The City Council must have six of the seven members vote in the affirmative to approve the rezoning request.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the ordinance and deemed it acceptable.

Supporting Documents:

- Proposed Ordinance
- Notification Exhibit
- Geiger Opposition Letter
- Shipley Opposition Letter
- Stalick Opposition Letter
- Hillwood Opposition Letter

Staff Recommendation:

Staff recommends approval as presented.

CITY OF CELINA, TEXAS

ORDINANCE 2016-
KEN WOOD ZONING - PD-74

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 43.00 ACRE TRACT OF LAND SITUATED IN THE M. WILHITE SURVEY, ABSTRACT NUMBER 1008 AND BEING PART OF A TRACT OF LAND CONVEYED TO WILLIAM K. AND KATHY D. WOOD AS RECORDED IN COUNTY CLERK FILE NUMBERS 20071029001470070 AND 2008031000027915, DEED RECORDS, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF CHOATE PARKWAY (CR 88), WEST OF CR 86 (FUTURE COIT ROAD), AND NORTH OF THE LILYANA DEVELOPMENT, 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 NO. 74;" 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 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 No. 74” on a certain tract of land described in in Exhibit “A” and depicted in Exhibits “B” and “C.”

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 No. 74.

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 regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10 **SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of October, 2016.

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"
Ken Wood Tract
Legal Description

TRACT A

BEING a tract of land situated in the M. Wilhite Survey, Abstract Number 1008, Collin County, Texas and being a portion of that certain 38.000 acre tract described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20071029001470070, Deed Records, Collin County, Texas and all of that certain 5.000 acre tract described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20080310000279150, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a PK-Nail found marking the southwest corner of said 38.000 acre tract, also marking the northwest corner of that certain tract of land described in deed to Celina Development, LLC as recorded in County Clerk's file number 20151123001468620, Deed Records, Collin County, Texas, also being in the east line of Preston Hills III Addition, Phase 2, as recorded in Volume J, Page 942, Plat Records of Collin County, Texas, and said point also being in the intersection of County Road 83, County Road 84, and Quail Hollow St. (a 50' right-of-way);

THENCE N 00°55'46" W, 669.89 feet along the west property line of said Wood tract and the east line of said Preston Hills Addition to a point in the centerline of the proposed County Road 83 extension and the **POINT OF BEGINNING**:

THENCE N 00°55'46" W, 997.11 feet continuing along the common line of the west line of said Wood 38.00 acre tract and then along the west line of said Wood 5.00 acre tract with the east line of that certain tract of land described by deed to The George White Family Limited Partnership, as recorded in Volume 5834, Page 472, Deed Records, Collin County, Texas, to a 1/2 inch iron rod with cap stamped "Metroplex 1849" found, being the northwest property corner of said Wood 5.00 acre tract;

THENCE N 89°09'02" E, 70.30 feet along the north property line of said Wood 5.00 acre tract common with the south line of that certain tract of land described by deed to Westgate 115 Investors, L.P., as recorded in County Clerk's Filing Number 20130621000869270, Deed Records, Tarrant County, Texas, to a 1/2 inch iron rod found, being an angle point in the north line of said Wood 5.00 acre tract and being the northwest property corner of that certain tract of land described by deed to Tactical Demolition, LLC, as recorded in County Clerk's Filing Number 2015020001323760, Deed Records, Collin County, Texas;

THENCE S 60°43'49" E, 924.20 feet along the common line of the northeast line of said Wood 5.00 acres and the southwest line of said Tactical Demolition tract to a 1/2 inch iron rod with cap stamped "Metroplex 1849" found, being the southeast property corner of said Wood 5.00 acre tract and being in the north property line of said Wood 38.00 acre tract and being the southwest property corner of said Tactical Demolition tract;

THENCE N 89°09'02" E, 508.62 feet along the common line of the north property line of said Wood 38.00 acre tract and the south property line of said Tactical Demolition tract, to a P.K. Nail found in the approximate centerline of County Road 36;

THENCE S 00°44'16" E, 310.63 feet along the east property line of said Wood 38.00 acre tract and along the approximate centerline of said County Road 36 to a point in the centerline of the proposed County - Road 83 extension;

THENCE the following bearings and distances along said proposed centerline:

S 89°15'44" W, 317.14 feet to the beginning of a curve to the left;
 464.43 feet, along the arc of said curve to the left, through a central of 26°36'36", whose radius is 1000.00 feet, and the long which bears chord of S 75°57'26"W, 460.27 feet to a point;
 S 62°39'08" W, 32.73 feet to the beginning of a curve to the left;
 473.01 feet, along the arc of said curve to the left, through a central of 27°06'06", whose radius is 1000.00 feet, and the long which bears chord of S 76°12'11"W, 468.61 feet to a point;
 S 89°45'14" W, 125.10 feet to the **POINT OF BEGINNING** and containing 17.879 acres of land, more or less.

TRACT B

BEING a tract of land situated in the M. Wilhite Survey, Abstract Number 1008, Collin County, Texas and being a portion of that certain 38.000 acre tract of land as described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20071029001470070, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a PK-Nail found marking the southwest corner of said 38.000 acre tract, also marking the northwest corner of that certain tract of land described in deed to Celina Development, LLC as recorded in County Clerk's file number 20151123001468620, Deed Records, Collin County, Texas, also being in the east line of Preston Hills III Addition, Phase 2, as recorded in Volume J, Page 942, Plat Records of Collin County, Texas, and said point also being in the intersection of County Road 83, County Road 84, and Quail Hollow St. (a 50' right-of-way);

THENCE N 00°55'46" W, 669.89 feet along the west property line of said Wood tract and the east line of said Preston Hills Addition to a point in the centerline of the proposed County Road 83 extension;

THENCE N 89°45'14"E, a distance of 125.10 feet along said proposed centerline to the beginning of a curve to the left;

THENCE 99.16 feet, along the arc of said curve to the left, through a central of 5°40'53", whose radius is 1000.00 feet, and the long which bears chord of N 86°54'47"E, 99.12 feet to a point;

THENCE S 00°00'00"E, a distance of 672.52 feet to the south line of said Wood tract and the approximate centerline of said County Road 84;

THENCE S 89°09'02"W, a distance of 213.22 feet to the **POINT OF BEGINNING** and containing 3.360 acres of land, more or less.

TRACT C

BEING a tract of land situated in the M. Wilhite Survey, Abstract Number 1008, Collin County, Texas and being a portion of that certain 38.000 acre tract of land as described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20071029001470070, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a PK-Nail found marking the southwest corner of said 38.000 acre tract, also marking the northwest corner of that certain tract of land described in deed to Celina Development, LLC as recorded in County Clerk's file number 20151123001468620, Deed Records, Collin County, Texas, also being in the east line of Preston Hills III Addition, Phase 2, as recorded in Volume J, Page 942, Plat Records of Collin County, Texas, and said point also being in the intersection of County Road 83, County Road 84, and Quail Hollow St. (a 50' right-of-way);

THENCE N 00°55'46" W, 669.89 feet along the west property line of said Wood tract and the east line of said Preston Hills Addition to a point in the centerline of the proposed County Road 83 extension;

THENCE N 89°45'14"E, a distance of 125.10 feet along said proposed centerline to the beginning of a curve to the left;

THENCE 99.16 feet, along the arc of said curve to the left, through a central of 5°40'53", whose radius is 1000.00 feet, and the long which bears chord of N 86°54'47"E, 99.12 feet to the **POINT OF BEGINNING**;

THENCE the following bearings and distances along said proposed centerline:

373.86 feet continuing along the arc of said curve to the left, through a central of 21°25'13", whose radius is 1000.00 feet, and the long which bears chord of N 73°21'45"E, 371.68 feet to a point;

N 62°39'08" E, 32.73 feet to the beginning of a curve to the right;

464.43 feet along the arc of said curve to the right, through a central of 26°36'36", whose radius is 1000.00 feet, and the long which bears chord of N 75°57'26"E, 460.27 feet to a point;

N 89°15'44" E, 317.14 feet to a point in the east property line of said Wood tract, said point being in the approximate centerline of County Road 86;

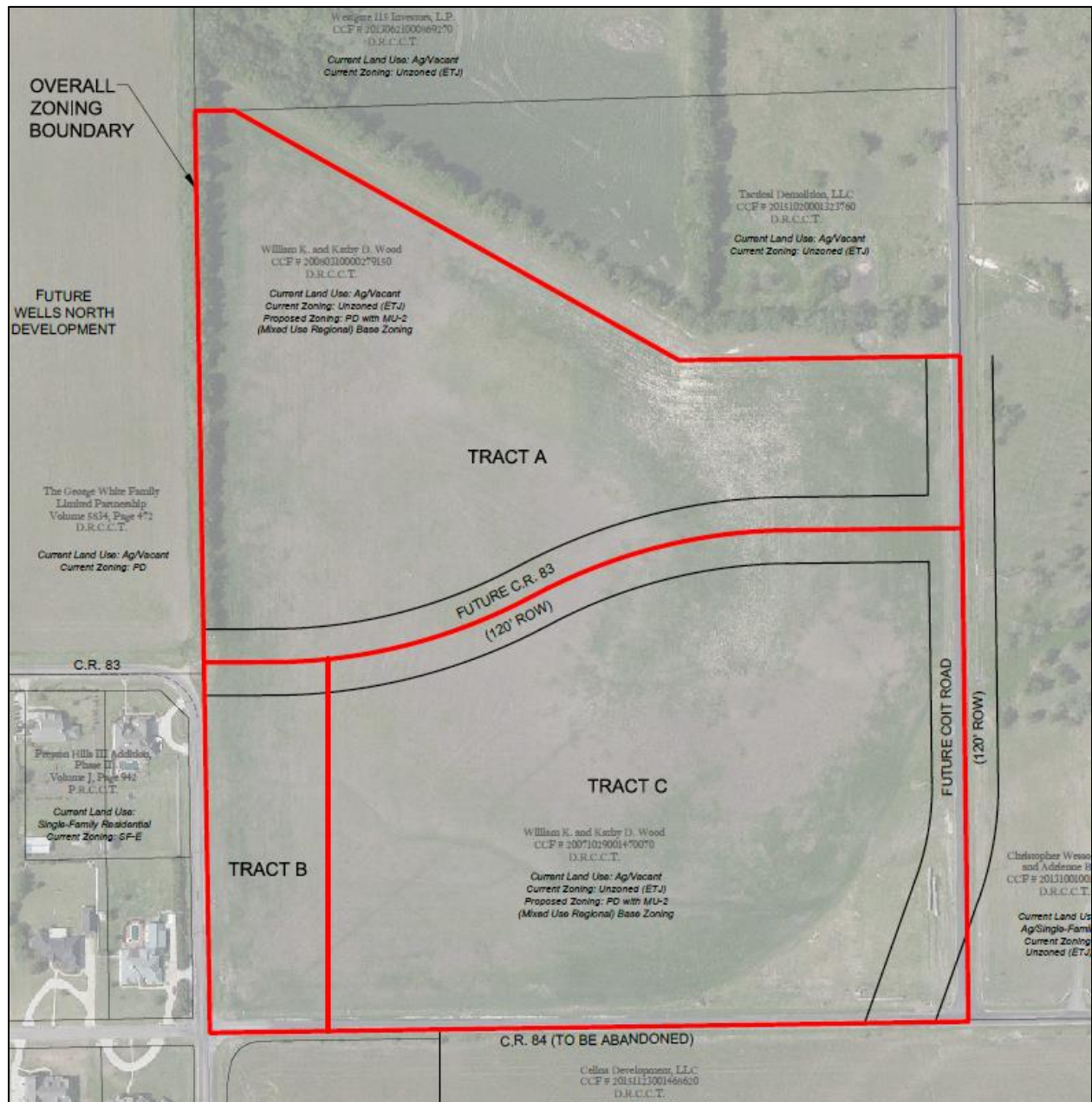
THENCE S 00°44'16" E, a distance of 892.61 feet departing said proposed centerline and along the approximate centerline of said County Road 86 to the intersection with County Road 84 and to a PK-nail found in the approximate centerline intersection of said County Roads 84 and 86;

THENCE S 89°09'02" W, a distance of 1160.44 feet along the approximate centerline of said County Road 84;

THENCE N 00°00'00"E, feet a distance of 672.52 to the **POINT OF BEGINNING** and containing 21.761 acres of land, more or less.

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" **Ken Wood Tract** **Zoning Exhibit**



Attachment: Wood Tract PD Ordinance (1737 : Wood Tract Rezoning Ordinance)

Exhibit "C"
Ken Wood Tract
Concept Plan



Attachment: Wood Tract PD Ordinance (1737 : Wood Tract Rezoning Ordinance)

**Exhibit “D”
Ken Wood Tract
Development Regulations**

**EXHIBIT D
PLANNED DEVELOPMENT DISTRICT STANDARDS**

1.0 GENERAL CONDITIONS FOR PD

- 1.1 Conformance to All Applicable Articles of the Celina Zoning Ordinance: Except as amended herein, this PD shall conform to any and all applicable articles and sections of the Zoning Ordinance as it exists or may be amended.
- 1.2 Concept Plan: The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. Because of anticipated development dynamics, it is anticipated that the overall Concept Plan will change from time to time.

An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 14.02.152, except the director of planning and development may approve minor revisions which do not alter the basic relationship of the proposed development to adjacent property, the uses permitted, increase the density, building height, coverage of site, off-street parking ratio, or area regulations as indicated on the approved concept plan.

- 1.3 Landscape Requirements: Landscaping shall conform to the provisions set forth in the Zoning Ordinance, as they exist or as amended. In areas where trees are required, grouping or equidistant spacing will be allowed.
- 1.4 Screening Standards: All development within this PD District shall comply with the following minimum screening standards:
- Fifteen (15) foot wide landscape buffer for all lots and all use types backing or siding to thoroughfares, collectors and arterials;
 - Residential lots adjacent to thoroughfares, collectors or arterials: Six (6) foot solid masonry wall within a fifteen (15) foot wide landscape buffer or four (4) foot berm with a four (4) foot decorative metal fence with sufficient shrubs and trees to create a solid screen within a twenty (20) foot wide landscape buffer;
 - Residential lots adjacent to open space or park land: Four (4) foot decorative metal fence;
 - Residential lots adjacent to pocket parks (two (2) acre or less): Six (6) foot board-on-board wood fence or four (4) foot decorative metal fence;
 - Residential lots adjacent to commercial: Six (6) foot solid masonry wall;

- Commercial lots adjacent to Residential lots: Six (6) foot solid masonry wall and fifteen (15) foot landscape buffer;
- The six (6) foot solid masonry screen wall shall be constructed by the first to develop - whether it be residential adjacent to future commercial or commercial property adjacent to future residential; and
- Thin wall type wall shall be allowed and considered masonry in addition to the masonry definition provided in the Zoning Ordinance.

- 1.5 Homeowners Association: A Homeowner Association (HOA) will be established if the townhome area is developed. For all other development areas, including multi-family and commercial lots, a property owners' association or associations will be established.
- 1.6 Open Space: A minimum of ten percent (10%) of each lot's area, excluding rights-of-way for collector and larger size streets, shall be devoted to open space for the retail, commercial and mini-warehouse/self-storage uses. For all other uses, a minimum of fifteen percent (15%) of each lot's area, excluding rights-of-way for collector and larger size streets, shall be devoted to open space. The open space requirements shall be met for each tract individually as defined on Exhibit C. Open space includes areas used for facilities such as amenity centers, public or private parks, electric easements, water features and other similar uses associated with such uses. Detention/Retention areas must be amenitized on three sides with improvements such as sidewalks, benches, pavilions, etc. and must be of a natural, organic shape. Open space includes any parcel of land or water (no minimum dimension) exclusive of public right-of-way, associated with all non-residential and residential developments that is generally provided to improve the microclimate and/or aesthetics of the site and that is not covered by buildings, structures, parking or loading areas, driveways or any principal or accessory use. These open spaces shall be landscaped per the Zoning Ordinance, as it exists or may be amended. Detention/retention areas shall utilize trees appropriate for location close to water sources and listed on the City's Approved Plant List at a rate of five (5) three-inch caliper trees (measured dbh) for every acre of detention. These trees may be clustered for decorative effect or to shade benches or other amenities in the open space. Shrubs, native grasses and other landscaping features shall also be provided.

Open Space Requirements	
Residential Areas	15% Minimum
Retail/Commercial Areas	10% Minimum

- 1.7 Street Parking and Loading Requirements: Off-Street Parking and Loading Requirements shall conform to the provisions of Article 14.05, Division 2 of the Zoning Ordinance, as they exist or as amended.
- 1.8 Exterior Construction and Design Requirements: The requirements for exterior

construction and masonry standards shall conform to the provisions set forth in the Zoning Ordinance as it exists or may be amended.

- 1.9 Zoning Per Tract: Each of the tracts defined in this PD may be individually amended without impacting the other tract. If the zoning for one of the tracts (or any portion thereof) within this PD is changed in whole or in part, the remaining tracts retain the zoning described in this PD.
- 1.10 Land Use Mix Limits: There shall be no limits to the land use mix proposed. All uses proposed within each tract shall be allowed anywhere within the tract.

2.0 TRACT A STANDARDS

- 2.1 General Description: This PD shall allow uses which conform to the Use Regulations specified in the Zoning Ordinance as it exists or may be amended. The base zoning for this tract shall be the MU-2, Mixed Use Regional, district as described in the Zoning Ordinance as it exists or may be amended except as otherwise herein modified.
- 2.2 Additional Permitted Uses: In addition to the MU-2 uses defined in the Zoning Ordinance as it exists or may be amended, the following uses shall be allowed without requiring a Conditional Use Permit:
 - a. City facilities including, but not limited to, a water tower, fire station, enclosed equipment storage and maintenance facilities.
 - b. Dwelling, single-family detached – zero lot line
 - c. Community Facility Uses and/or Amenity Centers
 - d. Landscaped Entry Features
 - e. Public and private parks
 - f. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - g. Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building materials storage will be allowed adjacent to temporary trailers or in an area designated for storage.

MIXED USE: COMMERCIAL

- 2.3 MU-2-Commercial: The following requirements shall pertain to all non-residential uses. Deviations from these requirements may occur if approved pursuant to a zoning amendment utilizing procedures set forth in the Zoning Ordinance.

2.4 Building Area Requirements:

a. Height Regulations:

i. Main Building(s) including parking garages:

Buildings directly adjacent to or across a right-of-way from single family lots (including those in the Wells North development and those in the Preston Hills development) are limited to two (2) stories or a maximum height of forty-five (45) feet unless one (1) additional foot of setback is added per each additional foot of height above that maximum.

Buildings not adjacent to or across a right-of-way from single family lots are limited to four (4) stories or a maximum height of sixty-five (65) feet.

Antennae and other architectural projections not used for occupancy may extend above these height limits. A city facility such as a water tower may also extend above these height limits.

ii. Accessory building(s) other than parking garages: These buildings shall not exceed a maximum of one (1) story or sixteen (16) feet in height.

b. Density: The permitted floor to area ratio (FAR) of all integrated and stand-alone non-residential uses within the PD shall be a maximum of 0.65.

c. Building Size: There shall be no limitation for non-residential uses and/or buildings, except for a standalone single retail user. The maximum permitted building footprint for a standalone single retail user shall be 200,000 square feet, provided that all other sections of the PD are fulfilled.

d. Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.

Exterior Side Yard: The side yard shall have a depth of not less than fifteen (15) feet. A twenty-five (25) foot side yard is required when the property is located adjacent to property that is being used for single family residential uses.

e. Interior Side Yard: No interior side yard is required. All buildings must meet current fire code separation standards.

- f. Exterior Rear Yard: The rear yard shall have a depth of not less than ten (10) feet. A twenty-five (25) foot rear yard is required when the property is located adjacent to or across a right-of-way from property that is being used for single family residential uses.
- g. Adjacent to a Single-Family District: Any non-single family use that is over one (1) story in height and that is located adjacent to or across any right-of-way from any single-family zoning district shall be set back from the applicable property line a distance equal to the height of the building, but not less than forty-five (45) feet. A solid masonry screening wall, six (6) feet in height, shall be required adjacent to or across any right-of-way from any single family district.
- h. Interior Rear Yard: No interior rear yard is required. All buildings must meet current fire code separation standards.
- i. Minimum Lot Area: 10,000 square feet.
- j. Minimum Lot Width: The minimum lot width shall be 100 feet.
- k. Minimum Lot Depth: None.
- l. Building Coverage: In no case shall more than sixty percent (60%) of the total lot area be covered by the combined area of the main buildings and accessory buildings. Parking structures and surface parking facilities shall be excluded from the coverage computation.
- m. Building Materials: Exterior building materials must conform to those listed for commercial buildings in the Zoning Ordinance, as it exists or may be amended.

MIXED USE: RESIDENTIAL- TOWNHOMES

- 2.5 Townhome Residential (TH): Townhomes (TH) are attached, single family residential units. These units may be located anywhere in Tract A with a maximum density of ten (10) dwelling units per gross acre (du/ga).

If townhome units are developed within the PD, they shall be developed in accordance with the following criteria:

- 2.6 Building Area Requirements:
- a. Minimum Lot Size: 3,000 square feet.
 - b. Maximum Height: The primary structure shall not exceed two stories or a maximum of 45 feet in height as measured to the peak.

- c. Minimum Lot Width: 30 feet at the front yard setback line.
- d. Minimum Front Yard: 15 feet. Integral architectural elements of the main structure may extend up to five feet into the front yard. A garage door must be set back a minimum of 20 feet from the property line. A corner lot shall have two front yards.
- e. Minimum Side Yard: 5 feet.
- f. Interior Side Yard: There will be no requirement for separation between units. All buildings shall have a minimum side yard of five feet. No portion of a building may cross a property line.
- g. Minimum Rear Yard: 15 feet. A garage door must be set back a minimum of 20 feet if alley access is provided.
- h. Maximum Lot Coverage: 85 percent.
- i. Minimum Size Dwelling: 1,200 square feet.
- j. Exterior Materials: Exterior materials shall conform to those listed for townhomes in the Zoning Ordinance, as it exists or may be amended.

- 2.7 Architectural Variation: A townhouse building may not repeat the same unit front façade elevation on the same building more frequently than every fourth (4th) unit. For example, if A, B, and C are different elevations and there are six (6) units in a building, then ABCABC is an acceptable elevation mix, and ABABAC is not an acceptable elevation mix.

MIXED USE: RESIDENTIAL- SINGLE FAMILY, DETACHED – ZERO LOT LINE

- 2.8 Single Family, Zero Lot Line (SF-Zero): Single Family, Zero Lot Line are detached, single family residential units that appear to have a single side yard. These units may be located anywhere in Tract A.

If SF-Zero units are developed within the PD, they shall be developed in accordance with the following criteria:

- 2.9 Building Area Requirements:
- a. Minimum Lot Size: 4,500 square feet.
 - b. Maximum Height: The primary structure shall not exceed two stories or a maximum of

- c. Minimum Lot Width: 45 feet in height as measured to the peak.
40 feet for lots served by an alley
lots served by a front entry shall
have a 50 foot minimum lot width.
- d. Minimum Lot Depth: 100 feet.
- e. Minimum Front Yard: 25 feet. May stagger to 20 feet but
no more than three (3) adjacent lots
shall have the same front yard
setback.
- f. Minimum Side Yard: In no case shall there be less than a
minimum of 10 feet of separation
between adjacent single family
detached structures and may be
encompassed by one of the
following: 3 feet/7 feet, 8 feet/2 feet
or 5 feet/5 feet; 15 feet from a street
right-of-way for a corner lot.
- g. Key Lots: Key lots shall have two (2) front
yards.
- h. Minimum Rear Yard: 20 feet for the main building.
- i. Maximum Lot Coverage: 70% of the total lot area by buildings
and accessory buildings.
- j. Exterior Materials: Exterior materials shall conform to
those listed for single family homes
in the Zoning Ordinance, as it exists
or may be amended.

3.0 Special Requirements:

- a. Minimum Garage Setback: Must be in line with or set back from
the front building facade for front
entry garages.
- b. Minimum Roof Pitch: 8:12
- c. Alley Requirements: Alleyways must have a ten (10) foot
paving section within a fifteen (15)
foot right-of-way.

4.0 **TRACT B STANDARDS**

- 4.1 General Description: Tract B shall be limited to the following uses and shall be
allowed within this Tract without requiring a Conditional Use Permit:
 - a. Landscaped Entry Features
 - b. Montessori School (or other pre-school or day care facility)
 - c. Offices (Health Services and Medical)

- d. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
- 4.2 The buildings within Tract B shall be limited to one (1) story in height. The requirements for Tract B shall follow the guidelines set forth above in Section 2.4 for Mixed Use Commercial, except as specified in Tract B standards herein.
- 4.3 Parking for the buildings in Tract B shall be primarily to the rear of the structures. Drop off lanes and handicapped parking may be placed at the front or sides of the buildings.

5.0 TRACT C STANDARDS

- 5.1 General Description: This PD shall allow uses which conform to the Use Regulations specified in the Zoning Ordinance as it exists or may be amended. The base zoning shall be the MU-2, Regional Mixed Use, district as described in the Zoning Ordinance as it exists or may be amended except as otherwise herein modified.
- 5.2 MU-2-Commercial: The requirements for Tract C shall follow the guidelines set forth above in Section 2.4 for Mixed Use Commercial and the guidelines outlined in this PD.
- 5.3 Additional Permitted Uses: In addition to the MU-2 uses defined in the Zoning Ordinance, as it exists or may be amended, the following uses shall be allowed within this Tract without requiring a Conditional Use Permit:
 - a. Landscaped Entry Features
 - b. Medical Facility
 - c. Montessori School (or other pre-school or day care facility)
 - d. Mini-Warehouse/Self Storage Facility
 - e. Multi-Family
 - f. Offices (including Health Services and Medical)
 - g. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - h. Rehabilitation Care Facility
 - i. Rehabilitation Care Institutions
 - j. Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity.

Building materials storage will be allowed adjacent to temporary trailers or in an area designated for storage.

MIXED USE: RESIDENTIAL- MULTI-FAMILY

- 5.4 Multi-Family Residential (MF): MF are multi-family units. These units may be located anywhere in Tract C but shall not exceed five (5) total acres excluding open space. A maximum density of 24 dwelling units per gross acre (du/ga) of land shall be permitted.

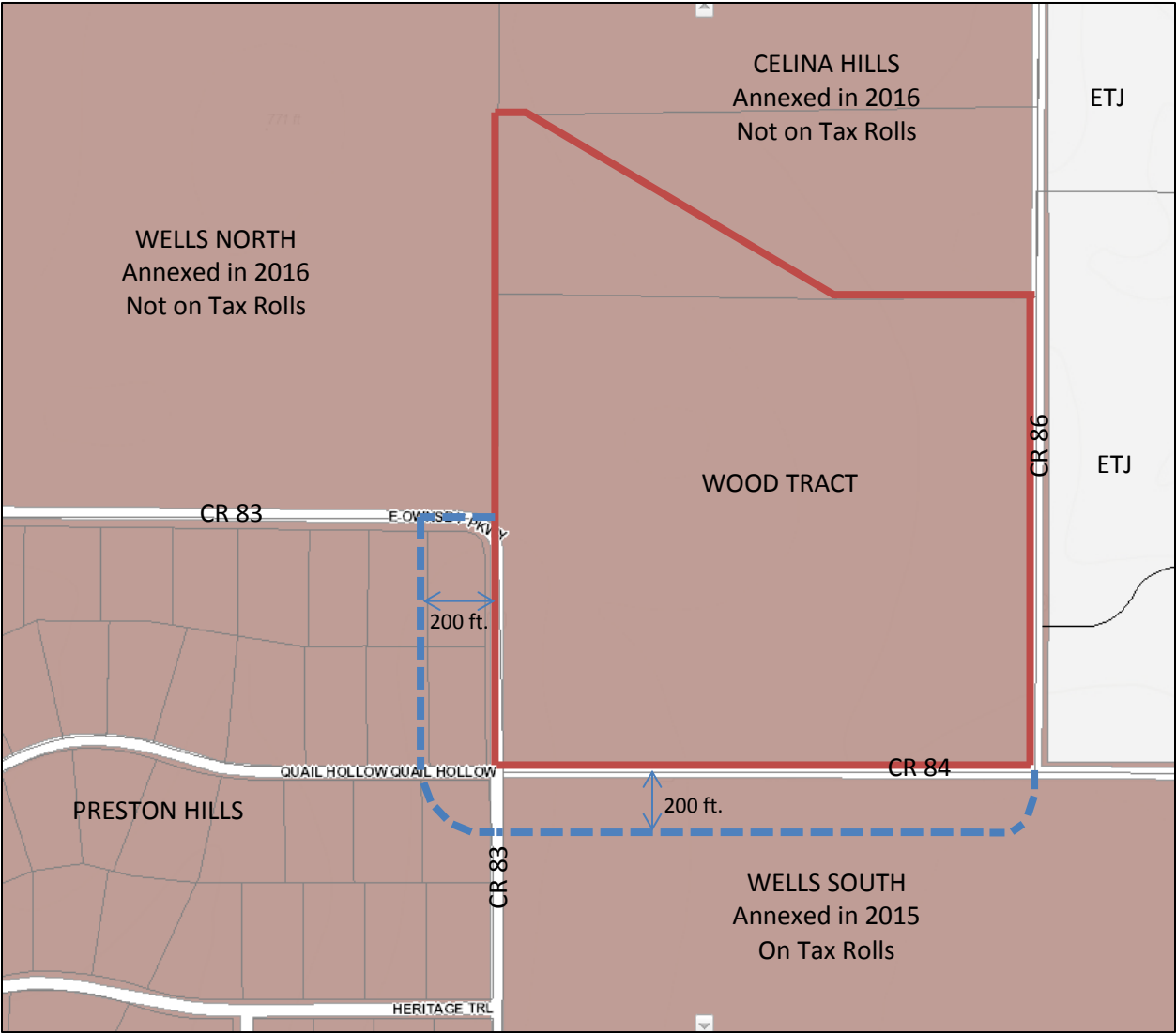
If MF units are developed within the PD, they shall be developed in accordance with the following criteria:

5.5 Building Area Requirements:

- | | |
|---------------------------|---|
| a. <u>Maximum Height:</u> | Buildings directly adjacent to or across a right-of-way from single family lots are limited to two (2) stories or a maximum height of forty-five (45) feet unless one (1) additional foot of setback is added per each additional foot of height above that maximum.
Buildings not adjacent to or across a right-of-way from single family lots are limited to four stories or a maximum height of sixty-five (65) feet. |
| b. <u>Side Yard:</u> | 20 feet adjacent to non-residential and 25 feet adjacent to residential. |
| c. <u>Rear Yard:</u> | 20 feet adjacent to non-residential and 50 feet adjacent to residential. |
| d. <u>Front Yard:</u> | 25 feet. |
| e. <u>Lot Coverage:</u> | In no case shall more than 60% of the total lot area be covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, decks, patios, driveways, walks and other paved area including parking areas and parking facilities shall not be included in determining maximum lot coverage. |

- f. Minimum Floor Area: The minimum floor area per dwelling unit shall be 550 square feet for an efficiency unit, 650 square feet for a one-bedroom or studio unit and 780 square feet for a unit with two bedrooms. Any unit greater than two bedrooms shall have an additional 150 square feet per each additional bedroom.
- g. Required Parking: Parking requirements for MF development areas shall be one and one-half spaces per efficiency, one bedroom and studio units; two spaces per two bedroom unit; two and one-half spaces per three bedroom unit; and one-half space per each additional bedroom per unit. The required number of total spaces shall be no less than 1.8 spaces per dwelling unit overall. One Space per unit shall be required for age restricted units (Age 55 or older).
- h. Exterior Materials: Exterior materials shall conform to those listed for multiple family in the Zoning Ordinance, as it exists or may be amended.

Wood Tract Notification Area



Attachment: Notification Exhibit (1737 : Wood Tract Rezoning Ordinance)

Zoning Case "KEN WOOD TRACT"

✂ Cut here

August 16, 2016

Members of the Planning & Zoning Commission:

I, ERIK GEIGER, with property located at 1123 E. OWNSBY PKWY, Celina, Texas
 (NAME) (ADDRESS)

☐ Support☒ OpposePhone: 972-800-0094Email: egeiger2666@Shglobal.net

The proposed zoning changes for the following reasons. (Use extra sheets if more room is needed):

IN CONSISTENT WITH SURROUNDING PROPERTY
WELLS NORTH LOT SIZE MIS-REPRESENTED, I BELIEVE

SIGNATURE

DATE

Attachment: Gieger Opposition Letter (1737 : Wood Tract Rezoning Ordinance)

This proposed change will be directly across the street from our expensive private homes on 1 acre+ lots in the Preston Hills neighborhood. We strongly oppose the proposed change to put commercial businesses in this tract. It is poor planning by our city to insert an assisted living facility, mini-storage units and strip mall businesses into a strictly residential area, which will significantly lower our property values. I don't think the developers of the new residential housing area south of CR 84 or Chris Bosh with his multi-million dollar home next door will be supportive either.

Zoning Case "KEN WOOD TRACT"

✂ Cut here

August 16, 2016

Members of the Planning & Zoning Commission:

I, David & Sandy Shipley with property located at 3618 Quail Hollow, Celina, Texas
(NAME) (ADDRESS)

☐ Support

Phone: 972-333-5550

☒ Oppose strongly

Email: daves75009@gmail.com

The proposed zoning changes for the following reasons. (Use extra sheets if more room is needed):

(See attached)

SIGNATURE

DATE

8/3/16

Attachment: Shipley Opposition Letter (1737 : Wood Tract Rezoning Ordinance)

Zoning Case "KEN WOOD TRACT"

✂ Cut here

August 16, 2016

Members of the Planning & Zoning Commission:

I, BARBARA STALICK, with property located at 3642 Quail Hollow, Celina, Texas
(NAME) (ADDRESS)☐ SupportPhone: 972-347-2309☒ OpposeEmail: vbstalick@att.net

The proposed zoning changes for the following reasons. (Use extra sheets if more room is needed):

I do not approve of commercial lots in the zoning area
described. I would prefer housing, preferably 1 acre lots as was
planned in the beginning

SIGNATURE

Barbara J. Stalick

DATE

August 8, 2016

Zoning Case "KEN WOOD TRACT"

✂ Cut here

August 16, 2016

Members of the Planning & Zoning Commission:

I, Vic Stalick, with property located at 3692 Quail Hollow, Celina, Texas
(NAME) (ADDRESS)☐ SupportPhone: 972-347-2309☒ OpposeEmail: vstalick@gmail.com

The proposed zoning changes for the following reasons. (Use extra sheets if more room is needed):

The proposed usage of the Kenwood Tract property is simply
a "trojan horse" to enable the developer to use the property
in any way that he/she desires. The proposed usages are
in consistent with the low density housing in the area

SIGNATURE

V. J. Stalick

DATE

8/7/2016

Attachment: Stalick Opposition Letter (1737 : Wood Tract Rezoning Ordinance)



August 12, 2016

Helen-Eve Liebman
Interim City Manager
City of Celina
142 N. Ohio
Celina, TX 75009

RE: Ken Wood Tract Proposed Zoning Change

Dear Ms. Liebman,

On August 4, 2016, Hillwood Communities, as representatives of the Bluewood community owned by Celina Development North, LLC, and the Lilyana community owned by Celina Development, LLC, received notification of a proposed zoning change for 43 acres of land adjacent to both properties we are developing. The notice states that the Celina Planning & Zoning Commission will conduct a public hearing on August 16, 2016 at 6:30 p.m. The proposed zoning request is to take the land from AG-Agricultural to a PD-Planned Development district with base zoning designations of MU-2, Regional Mixed Use zoning district and CF, Community Facilities zoning district.

Hillwood supports planned development and recognizes the need for various types of housing and mixed use zoning. However, we object to the proposed plan based on the following:

- This tract is surrounded by single family communities. The proposed zoning is not consistent with the neighboring uses and is not considerate of the lot sizes adjacent to the site.
- The northwest corner of the site should be restricted to a single-family use. The site plan shows 30' wide lots adjacent to the 70' lots in Bluewood. The property should be required to transition the lot sizes to be combatable with the adjacent Bluewood zoning with lot sizes no less than 60' wide.
- The southwest corner of the site is proposed to be a daycare and a Montessori school. These are located directly adjacent to large acre plus lots in Preston Hills on the west as well as 70' and 60' lots in Lilyana. This zoning, if approved should be restricted to these specific uses. An additional appropriate use would be 70' single-family zoning.
- Additional potential uses listed on the site plan include a senior living facility and a health club. Any use that is not single family should be considerate of the neighboring properties and have large landscape with strict buffering, lighting and loading restrictions.
- Although not reflected on the land plan sent in the zoning notice, mini storage is another use that would not be appropriate adjacent to single family homes.

Please see the attached exhibit that shows the proposed uses adjacent to the development entitlements for both Lilyana and Bluewood.

Sincerely,

Elaine Ford,
Senior Vice President
Hillwood Communities as representative of
Celina Development North, LLC and
Celina North, LLC





Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: October 11, 2016
 Re: Mahard PD Zoning

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 an approximately 10.00 acre tract of land situated in the Collin County School Land Survey #14, Abstract No. 167, Block 4, Tract 86 Collin County, Texas, and generally located at the northeast corner of the BNSF Railroad and Frontier Parkway, Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned from AG, Agriculture zoning district to PD, Planned Development District #73, with a base zoning designation of I-1, Light Industrial zoning district. (Mahard Tract Rezoning) (Liebman)

Background:

This property was recently voluntarily annexed by the applicant with the intent of securing zoning to construct an office/warehouse park. Staff feels that this is an appropriate location given the constraints on this property caused by its limited access due to being adjacent to the BNSF Railroad right-of-way, in addition, Frontier Parkway is being planned as a future elevated rail crossing adjacent to this site. Due to the limited access to the site, staff feels that a retail use on this site would be problematic. Additionally, a substantial portion of the site is encumbered by floodplain which further limits the buildable area.

Due to the property's location and surrounding land uses (RV & boat storage and railroad), the applicant has requested a reduction in masonry standards for the property. The City's code of ordinances requires that non-residential structures be constructed of 100% masonry materials. Staff is comfortable with reduced masonry standards for the project; however, staff requests that language be added to the PD to ensure that all facades facing or visible from Frontier Parkway are 100% masonry. Facades which face the railroad right-of-way or face internally to the development could be made of a combination of masonry and non-masonry materials. One of the reasons that staff feels that this is appropriate for this given location is that this site will be situated under a future elevated bridge which is set to cross the railroad right-of-way. Given that the majority of the site will not be visible from the future elevated thoroughfare, staff feels that the request for limited masonry is warranted.

The elevated rail crossing will require a substantial amount of property to be needed from this site to facilitate the construction of a ramped embankment. Collin County has estimated that it will need an additional 200 feet of right-of-way from the north side of Frontier Parkway to accommodate the

embankment and service road. Staff has requested that the client provide a notation that additional right-of-way may be needed in the future. The applicant has complied with this request.

Comprehensive Plan:

The City's Comprehensive Plan designates this area as Suburban Moderate-High Residential (suburban mix). This land use designation encompasses the majority of land area outside the commercial core and accommodates a wide range of housing types including single family detached, attached dwellings such as duplexes, and townhomes. Supporting office, retail, commercial and entertainment are also considered acceptable uses. These non-residential uses are intended to support a much larger area than the immediate neighborhood and will be located at and in between intersections.

Staff feels that given its location adjacent to the railroad in addition to its frontage on a future six-lane divided thoroughfare, the proposed zoning request meets the intent of the Suburban Moderate-High Residential designation. The land uses being proposed within the PD regulations will serve not only the local residential community but also the region as a whole.

Public Notice:

Notice of the public hearing was published in *The Celina Record* on September 23, 2016. There are no property owners within 200 feet of the subject tract that are on the City's current tax roll.

Supporting Documents:

- Proposed Ordinance

Staff Recommendation:

Staff recommends approval as accepted

CITY OF CELINA, TEXAS

ORDINANCE 2016-
MAHARD ZONING - PD-73

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 10.00 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 167, AND BEING PART OF A TRACT OF LAND CONVEYED TO GRAHAM S. STELZER AND WIFE DORIS STELZER DATED SEPTEMBER 15, 1961 RECORDED IN VOLUME 587, PAGE 146 DEED RECORDS, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF FRONTIER PARKWAY AND THE BURLINGTON NORTHERN SANTA FE RAILROAD, 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 NO. 73;" 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 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 No. 73” on a certain tract of land described in in Exhibit “A” and depicted in Exhibits “B” and “C.”

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 No. 73.

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 regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full

force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of October, 2016.

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**Mahard 10 Acres – Legal Description**

SITUATED in Collin County, Texas, in the Collin County School Land Survey No. 14, Abstract No. 167, and being a resurvey of part of the 81.68 Acres of Land described in a Deed from James K. Burns, et ux to Graham S. Stelzer and wife, Doris Stelzer dated September 15, 1961, recorded in Volume 587, Page 146 of the Collin County Deed Records, being described by metes and bounds as follows:

COMMENCING at an existing Iron Pin found at the Southeast corner of said 81.68 Acre tract in the center of an East-West paved road (formerly State Highway No. 289 (Preston Road), at the projection of an established fence from the North; Thence North 89 deg. 22 min. West 480.93 feet with the South line of said 81.68 Acre tract and with the center of said paved road to an Iron Pin found in said South line and road for the POINT OF BEGINNING;

THENCE North 89 deg. 22 min. West 428.0 feet with said South line and road leaving said paved road where same turns to the South and continuing with a rock road to a Railroad Spike set in the East R.O.W. Line of the Burlington Northern Railroad for a corner;

THENCE North 12 deg. 26 min. East with said East R.O.W. Line, passing a 1" Dia. By 6' long reinforcing steel rod set at 889.02 feet and hereby designated as point "A" and continuing in all 1277.41 feet to a point where said East R.O.W. line intersects the center of a small branch for a corner;

THENCE Southeasterly upstream with the center meanders of said branch as follows:

South 45 deg. 01 min. 47 sec. East 138.08 feet;

South 59 deg. 40 min. 15 sec. East 68.61 feet;

South 26 deg. 04 min. 50 sec. East 68.68 feet;

South 45 deg. 42 min. 33 sec. East 73.95 feet;

South 50 deg. 48 min. 39 sec. East 64.27 feet;

South 35 deg. 05 min. 13 sec. East 24.91 feet to a point for corner;

THENCE South 9 deg. 05 min. 13 sec. West passing an Iron Pin at 60 feet, passing a second Iron Pin at 907.67 feet and containing in all 957.67 feet to the place of beginning, containing 10.00 Acres.



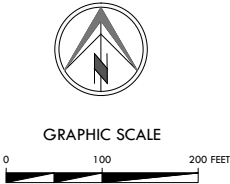
VICINITY MAP
N.T.S.

LAND USE SUMMARY:

ZONING GROSS ACREAGE:	10.0 ACRES
ROW DEDICATION:	0.6 ACRES
ZONING NET ACREAGE:	9.4 ACRES
PROPOSED LAND USE: LIGHT INDUSTRIAL	

GENERAL NOTES:

1. THIS PROPERTY IS CURRENTLY UNZONED AS IT IS IN CELINA'S EXTRATERRITORIAL JURISDICTION (ETJ). IT IS IN THE PROCESS OF BEING ANNEXED VOLUNTARILY INTO THE CITY OF CELINA.
2. AT THIS TIME, ALL PROPERTIES WITHIN 200 FEET OF THE ZONING BOUNDARY SHOWN ARE CURRENTLY UNZONED AND LOCATED IN CELINA'S ETJ OR THE TOWN OF PROSPER.
3. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
4. THOROUGHFARE ALIGNMENTS AND RIGHT-OF-WAY WIDTHS SHOWN ARE BASED ON EXISTING THOROUGHFARE PLAN INFORMATION AND ARE SUBJECT TO CHANGE.



4821 Merlot Avenue, Suite 211
Grapevine, Texas 76051
Phone: 817-488-4960

DEVELOPER/OWNER



JOB NUMBER: MEG16001

DESIGNED BY:

DRAWN BY:

CHECKED BY:

ISSUE DATE: 05-19-16

REV:

Kirkman Engineering, LLC
Texas Firm No: 15874

MAHARD 10

10.0 ACRES IN THE
COLLIN COUNTY SCHOOL
LANE #14 SURVEY,
ABSTRACT NO. 0167

CITY OF CELINA

COLLIN COUNTY,
TEXAS

ZONING CASE: _____

ZONING
EXHIBIT B

SHEET:

2 of 2

Packet Pg. 223

Attachment: Mahard Tract Ordinance complete (1783 : Mahard Zoning)



4821 Merlot Avenue, Suite 211
Grapevine, Texas 76051
Phone: 817-488-4960

DEVELOPER/OWNER

MAHARD EGG FARM, INC.
410 E. First Street
Prosper, Texas 75078



JOB NUMBER: MEG16001

DESIGNED BY:

DRAWN BY:

CHECKED BY:

ISSUE DATE: 05-19-16

REV: 08-16-16

Kirkman Engineering, LLC
Texas Firm No: 15874

MAHARD 10

10.0 ACRES IN THE
COLLIN COUNTY SCHOOL
LANE #14 SURVEY,
ABSTRACT NO. 0167

CITY OF CELINA
COLLIN COUNTY,
TEXAS

ZONING CASE: _____

CONCEPT
PLAN

SHEET:

V2.2

Packet Pg. 224

Exhibit "C"

Graham S Stelzer Sr.
Revocable Living Trust
CCF# 20070410000482990
Collin County, Texas

Graham S Stelzer Sr.
Revocable Living Trust
CCF# 20070410000482990
Collin County, Texas

Lotti L Couch
CCF# 97-0002825
Collin County, Texas

Effie Christie Gilbert
CCF# 20090609000708230
Collin County, Texas

Prosper ISD
CCF# 20060406000450320
Collin County, Texas

OPEN SPACE/
DETENTION

PROPOSED FLOODPLAIN
RECLAMATION LIMITS

100 YR FLOODPLAIN

CELINA/PROSPER
CITY LIMITS

60' ROW DEDICATION PER CURRENT
THOROUGHFARE PLAN

*ADDITIONAL ROW DEDICATION MAY
BE REQUIRED AND SHALL BE DEDICATED
AT THE TIME OF PLATTING OR BY
SEPARATE INSTRUMENT.

*THE TOWN OF PROSPER'S 2015 THOROUGHFARE
PLAN DESIGNATES THIS AREA TO BE THE SITE FOR
A 6 LANE BRIDGE WHICH COULD REQUIRE ADDITIONAL
RIGHT OF WAY FOR CONSTRUCTION OF THE BRIDGE.



VICINITY MAP
N.T.S.



GRAPHIC SCALE

0 100 200 FEET

EXHIBIT D

PLANNED DEVELOPMENT DISTRICT STANDARDS

1.0 GENERAL CONDITIONS FOR PD:

- 1.1 Conformance to All Applicable Articles of the Celina Zoning Ordinance: Except as amended herein, this PD shall conform to any and all applicable articles and sections of the Zoning Ordinance as it presently exists or may be amended.

Approval of this PD ordinance does not change the non-conforming status of any existing structures currently located on the property.

- 1.2 Landscape Requirements: Landscaping shall conform to the provisions set forth in the Zoning Ordinance, as it exists or may be amended.

- 1.3 Screening Standards: All development within this PD District shall comply with the following minimum screening standards:

- Lots adjacent to the Railroad: No screening required
- Lots adjacent to Single Family: 6' masonry wall
- Lots adjacent to Commercial: 6' wood fence or 6' decorative metal fence
- Lots adjacent to Frontier Parkway: A 15' landscape buffer or 4' landscape berm with the following landscaping:
 - a. 1 Tree per 50' on center (3-inch minimum caliper)
 - b. 5 Shrubs (grouped or linear) per 50'
- Open Storage shall be in accordance with City standards for screening.

- 1.4 Property Owners Association: A Property Owners' Association will be established as the land is developed. The PD District shall contain one or multiple Property Owners' Associations.

- 1.5 Open Space: A minimum of 10% open space shall be provided. Private open space shall be maintained by the Property Owner Association. Open space includes areas used for facilities such as walks, plazas, courts, recreational amenities, detention/retention ponds, amenity centers, landscape buffers (including the 15' buffers adjacent to public rights-of-way), public or private parks, water features and other similar uses and features and all parking or loading areas and driveways associated with such uses. Detention/Retention areas must be amenitized on three sides with improvements. A sidewalk,

bench or pavilion constitutes an improvement. Open space includes any parcel of land or water (no minimum dimension) exclusive of public right-of-way, associated with all non-residential and residential developments that is generally provided to improve the microclimate and/or aesthetics of the site and that is not covered by buildings, structures, parking or loading areas and driveways (except for parking or loading areas and driveways associated with the open space uses or any principal or accessory use of such open space as described above in this section).

- 1.6 Street Parking and Loading Requirements: Off-Street Parking and Loading Requirements shall conform to the provisions of the Zoning Ordinance, as they exist or as amended from time to time. At a minimum, the cumulative parking requirement shall be 1 Space/450 square feet of building area for the entire site. In the event that the property needs more parking than what is shown on the Concept Plan, it shall comply with the City's parking standards at that time, including landscaping and parking islands as found in Chapter 14.05 Division 3 of the Celina Code of Ordinances as it currently exists or may be amended.

Parking Requirements	
Use Type	Requirement
Office/Medical Office	1 Space/300sf
Dance, Gymnastics, Martial Arts, Indoor Batting Cages	1 Space/300sf
Retail	1 Space/200sf

- 1.7 Land Use Mix Limits: There is no land use mix within Light Industrial.

2.0 PD STANDARDS

LIGHT INDUSTRIAL

- 2.1 General Description: This PD shall allow uses which conform to the Use Regulations specified in the current Zoning Ordinance. The base zoning for this tract shall be the I-1, Light Industrial District as described in the current Zoning Ordinance except as otherwise herein modified.
- 2.2 Additional Permitted Uses: In addition to the I-1 uses defined in the current Zoning Ordinance, the following uses shall be allowed within this PD.
- Agricultural Uses: Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry

- or bush crops, tree crops, flower gardening, orchards and aviaries.
- b. Armed services recruiting center
- c. Artist studio
- d. Auto laundry or carwash
- e. Auto supply store for new and rebuilt parts
- f. Bakery or confectionery (retail)
- g. Bank/credit unions
- h. Child day care (business)
- i. Church/place of worship
- j. Community facility uses
- k. Concrete or asphalt batching plant (temporary only and not within 200 feet of residential uses)
- l. Convenience store (with or without gas sales)
- m. Dance studio
- n. Food or grocery store
- o. Funeral home (no crematorium)
- p. Garden shop (indoor/outdoor storage, outdoor storage shall be screened per City code and may not exceed 50% of the total gross floor area)
- q. General retail store
- r. Gymnastics Facility
- s. Karate, martial arts studio
- t. Laundry/dry cleaning (drop off/pick up)
- u. Motorcycle sales and repair (without outdoor display)
- v. Nursing/convalescent home
- w. Offices (professional and general business)
- x. Parking lot structure, commercial (auto)
- y. Personal services shop
- z. Pet and animal grooming shop
- aa. Public and private parks
- bb. Recreational and open space including but not limited to playgrounds, parkway, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
- cc. Retirement home/home for the aged
- dd. Temporary structure for storage of building materials and equipment used for initial construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sale/leasing activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage during periods of construction only. Must be removed within 90 days of project completion.
- ee. Theater or playhouse (indoor)

- ff. Veterinarian (indoor kennels)
- gg. Warehouse/office warehouse
- hh. Winery

2.3 Design Guidelines:

- a. Height Regulations: All development within this PD District shall comply with the height regulations as defined by the I-1, Light Industrial District.
- b. Area Regulations: All development within this PD District shall comply with the area regulations as defined by the I-1, Light Industrial District except as described below:
 - i. Minimum Front Yard: 50 feet.
All yards adjacent to a street shall be considered a front yard.
 - ii. Minimum Side Yard: 8 feet; or
15 feet when adjacent to a residential lot.
 - iii. Minimum Rear Yard: 15 feet.
- c. Exterior Construction and Design Requirements: The requirements for exterior construction materials shall conform to the provisions set forth in this PD, the City of Celina's Zoning Ordinance as it exists or may be amended.

For all non-residential buildings immediately adjacent to Frontier Parkway or visible from Frontier Parkway, the minimum masonry requirement shall be 100%. For all non-residential buildings facing or siding to the railroad or internal to the site, a minimum of 3 feet of masonry wainscoting will be required with metal, masonry,

hardiboard, stucco or a combination of those materials allowed for the balance of the structure excluding the roof.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Planning Manager
 CC: Rick Chaffin, Interim City Manager
 Date: October 11, 2016
 Re: Celina Hills Rezoning Ordinance

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony and act upon 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 115.503 acre tract of land situated in the M. Wilhite Survey, Abstract No. 1009, Collin County, Texas, and generally located south of Choate Parkway (CR 88), west of CR 86, and east of Wells North, Celina, Texas, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein to be zoned "PD" Planned Development District #72, with base zoning designations of SF-R, Single Family Residential zoning district, R/O, Retail/Office zoning district, and MU-2, Regional Mixed Use zoning district. (Celina Hills) (Liebman)

Background Information:

The property is currently zoned AG, Agricultural zoning district following the annexation of the tracts of land on April 12, 2016 (Ordinance No. 2016-26). The applicant is proposing a Planned Development with the base zoning designations of SF-R, Single Family Residential zoning district and MU-2, Regional Mixed Use zoning district. The 115 acre area is divided into four tracts - Tracts A and B are located north of the future Punk Carter Parkway extension. Tracts C and D are located south of Punk Carter Parkway.

Tract A-1 (±22 acres)

Tract A-1, located immediately south of CR 88 (Choate Parkway) and west of CR 86 (Coit Road), includes multi-family, townhome, commercial, and single family uses. Land uses proposed by right for this tract include several high intensity uses such as multiple-family, restaurants, clubs, nursing homes, and garden shops. Other land uses that could be approved through a Conditional Use Permit (which requires review by the Planning and Zoning Commission and approval by City Council) include hotels, grocery stores and home improvement centers, among others.

The applicant is proposing that buildings adjacent to or across a right-of-way from single family lots shall be limited to forty-five feet in height or two stories. Buildings located elsewhere within Tract A are proposed to be a maximum of sixty-five feet in height or four stories. Side and rear yard setbacks (normally fifteen feet and ten feet, respectively) are increased to twenty-five feet when adjacent to single family.

Townhome development is limited in density to nine units per acre. Multiple-family in Tract A shall not

exceed fifteen acres with a maximum density of twenty-four units per acre, fairly typical of suburban multiple-family development. Any single family development in Tract A shall be comprised of two types - fifty and sixty foot lot widths. The other development standards, such as setbacks and exterior materials, are typical of single family development in Celina, with the exception of greater setbacks required for additional height over two (2) stories.

Tract A-2 (±7 acres)

Tract A-2 is located near the hard corner of Choate Parkway and future Coit Road and shall be restricted to commercial development with no residential component.

Tract B-1 (±38 acres) and Tract C (±26 acres):

Tracts B-1 and C are proposed as exclusively single family detached development with a 50/50 percent lot mix of fifty foot wide and sixty foot wide products. The other development standards, such as setbacks and exterior materials, are typical of single family development in Celina.

Tract B-2 (±16 acres)

Tract B-2 may also be developed with single family detached houses, using the 50/50 lot ratio described above. In addition, the applicant reserves the right to incorporate townhomes at a maximum of nine (9) dwelling units per acre or zero-lot-line homes in this tract only. Tract B-2 is adjacent to future Coit Road and located between the commercial nodes at Choate Parkway and Punk Carter Parkway. This location is considered appropriate for a slightly higher density of residential products.

Tract D (±6 acres):

This small tract of land, located at the northwest corner of future Coit Road and Punk Carter Parkway is proposed to be commercial, with retail and office typically seen in neighborhood commercial centers. According to the applicant, the multiple-family component, due to the restricted acreage, would be limited to a senior living-type facility. However, the City has no mechanism to limit the multiple-family as to age and therefore any tract that is approved for multiple-family zoning may be utilized for all types of multi-family.

Comprehensive Plan:

The adopted Comprehensive Land Use Plan calls for *Suburban Moderate-High Residential Mix* in this area. This designation encompasses the majority of the land area outside Celina's historic downtown and accommodates a range of housing types including single family detached and attached dwellings such as townhomes and multiple family developments. Supporting office, retail, commercial and entertainment are considered acceptable uses. The non-residential uses are intended to support a much larger area than the immediate neighborhood and will be generally located at intersections. The proposed combination of single family, townhome, multiple-family, retail, office, and commercial development complies with the Comprehensive Plan.

Thoroughfare Plan:

The Thoroughfare Plan shows one major thoroughfare adjacent to the subject property: CR 86 (future Coit Road) is a six-lane divided highway within 120 feet of right-of-way adjacent to the tract on the east side. CR 88 (Choate Parkway), a modified major thoroughfare (four-to-six lanes divided within 100 feet of right-of-way) is adjacent to the tract on the north side. Punk Carter Parkway, a two lane collector with designated bike lanes separated from the vehicle travel lanes within 80 feet of right-of-way will be continued from Wells North eastward to Coit Road.

Board Review/Citizen Input:

At the meeting on September 20, 2016, the Planning and Zoning Commission voted (5-1, with

Commissioner Barley opposed) to recommend approval of the rezoning request.

Then City Council notice of the public hearings was published in *The Celina Record* on September 23, 2016. Notices of the public hearing have been sent to all owners of property, as indicated by the most recently approved Collin County tax rolls, who are located within 200 feet of the subject property. Three (3) property owners were notified by mail on July 29, 2016. As of the printing of this packet, no comments from citizens of Celina listed on the most recent tax rolls were received.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Document:

Proposed Ordinance

Staff Recommendation:

Staff recommends approval.

CITY OF CELINA, TEXAS

ORDINANCE 2016-____
CELINA HILLS – PD 72

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 115.503 ACRE TRACT OF LAND SITUATED IN THE M. WILHITE SURVEY, ABSTRACT NO. 1008 AND THE M. WILHITE SURVEY ABSTRACT 1009, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED SOUTH OF CHOATE PARKWAY (CR 88), WEST OF CR 86, AND EAST OF WELLS NORTH, CELINA, 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 NO. 72;” 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 No. 72” on a certain tract of land described in in Exhibit “A” and depicted in Exhibits “B” and “C.”

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 No. 72.

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 regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full

force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of October, 2016.

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"
Celina Hills Tract
TRACT A-1

BEING a tract of land situated in the M Wilhite Survey, Abstract Number 1009, Collin County, Texas and being a portion of that certain tract of land as described in deed to Westgate 115 Investors, L.P., as recorded in County Clerks file number 20130621000869270, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING a PK-Nail found marking the southwest corner of that certain 38.000 acre tract of land as described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20071029001470070, Deed Records, Collin County, Texas, also marking the northwest corner of that certain tract of land described in deed to Celina Development, LLC as recorded in County Clerk's file number 20161123001468620, Deed Records, Collin County, Texas, also being in the east line of Preston Hills III Addition, Phase 2, as recorded in Volume J, Page 942, Plat Records of Collin County, Texas, and said point also being in the intersection of County Road 83, County Road 84, and Quail Hollow St. (a 50' right-of-way);

THENCE N 00°55'43" W 1667.42 feet along the west property line of said Wood tract and the east line of said Preston Hills Addition and then along the west of said Westgate tract and the east line of the certain tract of land described by deed to The George White Family Limited Partnership, as recorded in Volume 5834, Page 72, Deed Records, Collin County, Texas.

THENCE N 00°55'45" W 2742.88 feet along the common line of the west line of said Westgate tract and the east line of said White tract, to the **POINT OF BEGINNING**;

THENCE N 00°55'45" W 905.01 feet along the common line of the west line of said Westgate tract and the east line of said White tract to a P.K. nail found at the northwest corner of said Westgate tract and being on the south line of County Road No. 88;

THENCE N 89°22'38" E 772.50 feet along north line of said Westgate tract and being on the south line of County Road No. 88;

THENCE S 00°37'20" E 499.99 feet;

THENCE N 89°22'40" E 619.28 feet;

THENCE S 00°39'50" E 491.44 feet;

THENCE N 79°39'41" W 469.52 feet;

THENCE S 89°12'06" W 525.47 feet;

THENCE S 89°12'06" W 400.87 feet to the **POINT OF BEGINNING**, and containing 965,736 square feet or 22.17 acres of land, more or less.

TRACT A-2

BEING a tract of land situated in the M Wilhite Survey, Abstract Number 1009, Collin County, Texas and being a portion of that certain tract of land as described in deed to Westgate 115 Investors, L.P., as recorded in County Clerks file number 20130621000869270, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:
COMMENCING a PK-Nail found marking the southwest corner of that certain 38.000 acre tract of land as described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20071029001470070, Deed Records, Collin County, Texas, also marking the northwest corner of that certain tract of land described in deed to Celina Development, LLC as recorded in County Clerk's file number 20161123001468620, Deed Records, Collin County, Texas, also being in the east line of Preston Hills III Addition, Phase 2, as recorded in Volume J, Page 942, Plat

Records of Collin County, Texas , and said point also being in the intersection of County Road 83, County Road 84, and Quail Hollow St. (a 50' right-of-way);

THENCE N 00°55'43" W 1667.42 feet along the west property line of said Wood tract and the east line of said Preston Hills Addition and then along the west of said Westgate tract and the east line of the certain tract of land described by deed to The George White Family Limited Partnership, as recorded in Volume 5834, Page 72, Deed Records, Collin County, Texas.

THENCE N 00°55'54" W 3647.89 feet along the common line of the west line of said Westgate tract and the east line of said White tract to a P.K. nail found at the northwest corner of said Westgate tract and being on the south line of County Road No. 88;

THENCE N 89°22'38" E 772.50 feet along north line of said Westgate tract and being on the south line of County Road No. 88, to the **POINT OF BEGINNING**;

THENCE N 89°22'38" E 618.87 feet along the north line of said Westgate tract and said south line of County Road No. 88 to a P.K. Nail found in the approximate centerline of County Road No. 86;

THENCE S 00°40'12" E 500.00 feet along the east line of said Westgate tract;

THENCE S 89°22'40" W 619.28 feet;

THENCE N 00°37'20" W 499.99 feet to the **POINT OF BEGINNING**, and containing 309,545 square feet or 7.11 acres of land, more or less.

TRACT B-1

BEING a tract of land situated in the M Wilhite Survey, Abstract Number 1009, Collin County, Texas and being a portion of that certain tract of land as described in deed to Westgate 115 Investors, L.P., as recorded in County Clerks file number 20130621000869270, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING a PK-Nail found marking the southwest corner of that certain 38.000 acre tract of land as described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20071029001470070, Deed Records, Collin County, Texas, also marking the northwest corner of that certain tract of land described in deed to Celina Development, LLC as recorded in County Clerk's file number 20161123001468620, Deed Records, Collin County, Texas, also being in the east line of Preston Hills III Addition, Phase 2, as recorded in Volume J, Page 942, Plat Records of Collin County, Texas , and said point also being in the intersection of County Road 83, County Road 84, and Quail Hollow St. (a 50' right-of-way);

THENCE N 00°55'43" W 1667.42 feet along the west property line of said Wood tract and the east line of said Preston Hills Addition and then along the west of said Westgate tract and the east line of the certain tract of land described by deed to The George White Family Limited Partnership, as recorded in Volume 5834, Page 72, Deed Records, Collin County, Texas.

THENCE N 00°55'45" W 832.21 feet along the common line of the west line of said Westgate tract and the east line of said White tract to the **POINT OF BEGINNING**;

THENCE N 00°55'45" W 1910.67 feet along the common line of the west line of said Westgate tract and the east line of said White tract;

THENCE N 89°12'06" E 400.87 feet;

THENCE S 00°50'58" E 120.01 feet;

THENCE N 89°09'02" E 16.30 feet;

THENCE S 00°47'54" E 289.19 feet to the beginning of a curve to the right;

THENCE with said curve to the right, and arc distance of 249.46', through a central angle of 17°51'57", having a radius of 800.00 feet and a long chord of S 09°43'53" E, 248.45 feet;

THENCE S 18°39'52" E 270.03 feet;

THENCE S 17°12'01" E 40.88 feet;
THENCE N 71°20'08" E 337.63 feet to the beginning of a curve to the right;
THENCE with said curve to the right, and arc distance of 161.49', through a central angle of 18°00'06", having a radius of 514.00 feet and a long chord of N 80°20'11" E, 160.83 feet;
THENCE N 89°20'14" E 73.23 feet;
THENCE N 00°39'46" W 286.00 feet;
THENCE N 89°20'14" E 278.00 feet;
THENCE S 00°39'49" E 273.24 feet along east line of said Westgate tract to a P.K. Nail found in the approximate centerline of County Road No. 86;
THENCE S 00°47'52" E 642.26 feet along east line of said Westgate tract and said centerline;
THENCE S 89°12'06" W 543.06 feet;
THENCE S 00°47'54" E 459.00 feet;
THENCE S 89°12'06" W 837.91 feet to the **POINT OF BEGINNING**, and containing 1,661,071 square feet or 38.13 acres of land, more or less.

TRACT B-2

BEING a tract of land situated in the M Wilhite Survey, Abstract Number 1009, Collin County, Texas and being a portion of that certain tract of land as described in deed to Westgate 115 Investors, L.P., as recorded in County Clerks file number 20130621000869270, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:
COMMENCING a PK-Nail found marking the southwest corner of that certain 38.000 acre tract of land as described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20071029001470070, Deed Records, Collin County, Texas, also marking the northwest corner of that certain tract of land described in deed to Celina Development, LLC as recorded in County Clerk's file number 20161123001468620, Deed Records, Collin County, Texas, also being in the east line of Preston Hills III Addition, Phase 2, as recorded in Volume J, Page 942, Plat Records of Collin County, Texas, and said point also being in the intersection of County Road 83, County Road 84, and Quail Hollow St. (a 50' right-of-way);

THENCE N 00°55'43" W 1667.42 feet along the west property line of said Wood tract and the east line of said Preston Hills Addition and then along the west of said Westgate tract and the east line of the certain tract of land described by deed to The George White Family Limited Partnership, as recorded in Volume 5834, Page 72, Deed Records, Collin County, Texas.

THENCE N 00°55'45" W 2742.88 feet along the common line of the west line of said Westgate tract and the east line of said White tract;

THENCE N 89°12'06" E 400.87 feet to the **POINT OF BEGINNING**;

THENCE N 89°12'06" E 525.47 feet;

THENCE S 79°39'41" E 469.52 feet to approximate centerline of County Road No. 86;

THENCE S 00°39'51" E 445.48 feet along the east line of said Westgate tract and said centerline;

THENCE S 89°20'14" W 278.00 feet;

THENCE S 00°39'46" E 286.00 feet;

THENCE S 89°20'14" W 73.23 feet to the beginning of a curve to the left;

THENCE with said curve to the left, and arc distance of 161.49', through a central angle of 18°00'06", having a radius of 514.00 feet and a long chord of S 80°20'11" W, 160.83 feet;

THENCE S 71°20'08" W 337.63 feet;

THENCE N 17°12'01" W 40.88 feet;

THENCE N 18°39'52" W 270.03 feet to the beginning of a curve to the left;
THENCE with said curve to the left, and arc distance of 249.46', through a central angle of 17°51'57", having a radius of 800.00 feet and a long chord of N 09°43'53" W, 248.45 feet;
THENCE N 00°47'54" W 289.19 feet;
THENCE S 89°09'02" W 16.30 feet;
THENCE N 00°50'58" W 120.01 feet to the **POINT OF BEGINNING**, and containing 712,475 square feet or 16.36 acres of land, more or less.

TRACT C

BEING a tract of land situated in the M Wilhite Survey, Abstract Number 1009, Collin County, Texas and being a portion of that certain tract of land as described in deed to Westgate 115 Investors, L.P., as recorded in County Clerks file number 20130621000869270, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:
COMMENCING a PK-Nail found marking the southwest corner of that certain 38.000 acre tract of land as described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20071029001470070, Deed Records, Collin County, Texas, also marking the northwest corner of that certain tract of land described in deed to Celina Development, LLC as recorded in County Clerk's file number 20161123001468620, Deed Records, Collin County, Texas, also being in the east line of Preston Hills III Addition, Phase 2, as recorded in Volume J, Page 942, Plat Records of Collin County, Texas, and said point also being in the intersection of County Road 83, County Road 84, and Quail Hollow St. (a 50' right-of-way);
THENCE N 00°55'43" W 1667.42 feet along the west property line of said Wood tract and the east line of said Preston Hills Addition and then along the west of said Westgate tract and the east line of the certain tract of land described by deed to The George White Family Limited Partnership, as recorded in Volume 5834, Page 72, Deed Records, Collin County, Texas, to the **POINT OF BEGINNING**;
THENCE N 00°55'45" W 832.21 feet along the common line of the west line of said Westgate tract and the east line of said White tract;
THENCE N 89°12'06" E 1380.96 feet to approximate centerline of County Road No. 86;
THENCE S 00°47'52" E 809.32 feet along east line of said Westgate tract to a P.K. Nail found in the approximate said centerline;
THENCE S 88°11'41" W 1308.94 feet;
THENCE S 89°17'50" W 70.31 feet to the **POINT OF BEGINNING**, and containing 1,133,559 square feet or 26.02 acres of land, more or less.

TRACT D

BEING a tract of land situated in the M Wilhite Survey, Abstract Number 1009, Collin County, Texas and being a portion of that certain tract of land as described in deed to Westgate 115 Investors, L.P., as recorded in County Clerks file number 20130621000869270, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:
COMMENCING a PK-Nail found marking the southwest corner of that certain 38.000 acre tract of land as described in deed to William K. and Kathy D. Wood, as recorded in County Clerks file number 20071029001470070, Deed Records, Collin County, Texas, also marking the northwest corner of that certain tract of land described in deed to Celina Development, LLC as recorded in County Clerk's file number 20161123001468620, Deed Records, Collin County, Texas, also being in the east line of Preston Hills III Addition, Phase 2, as recorded in Volume J, Page 942, Plat

Records of Collin County, Texas , and said point also being in the intersection of County Road 83, County Road 84, and Quail Hollow St. (a 50' right-of-way);

THENCE N 00°55'43" W 1667.42 feet along the west property line of said Wood tract and the east line of said Preston Hills Addition and then along the west of said Westgate tract and the east line of the certain tract of land described by deed to The George White Family Limited Partnership, as recorded in Volume 5834, Page 72, Deed Records, Collin County, Texas;

THENCE N 00°55'45" W 832.21 feet along the common line of the west line of said Westgate tract and the east line of said White tract;

THENCE N 89°12'06" E 837.91 feet to the **POINT OF BEGINNING**;

THENCE N 00°47'54" W 459.00 feet;

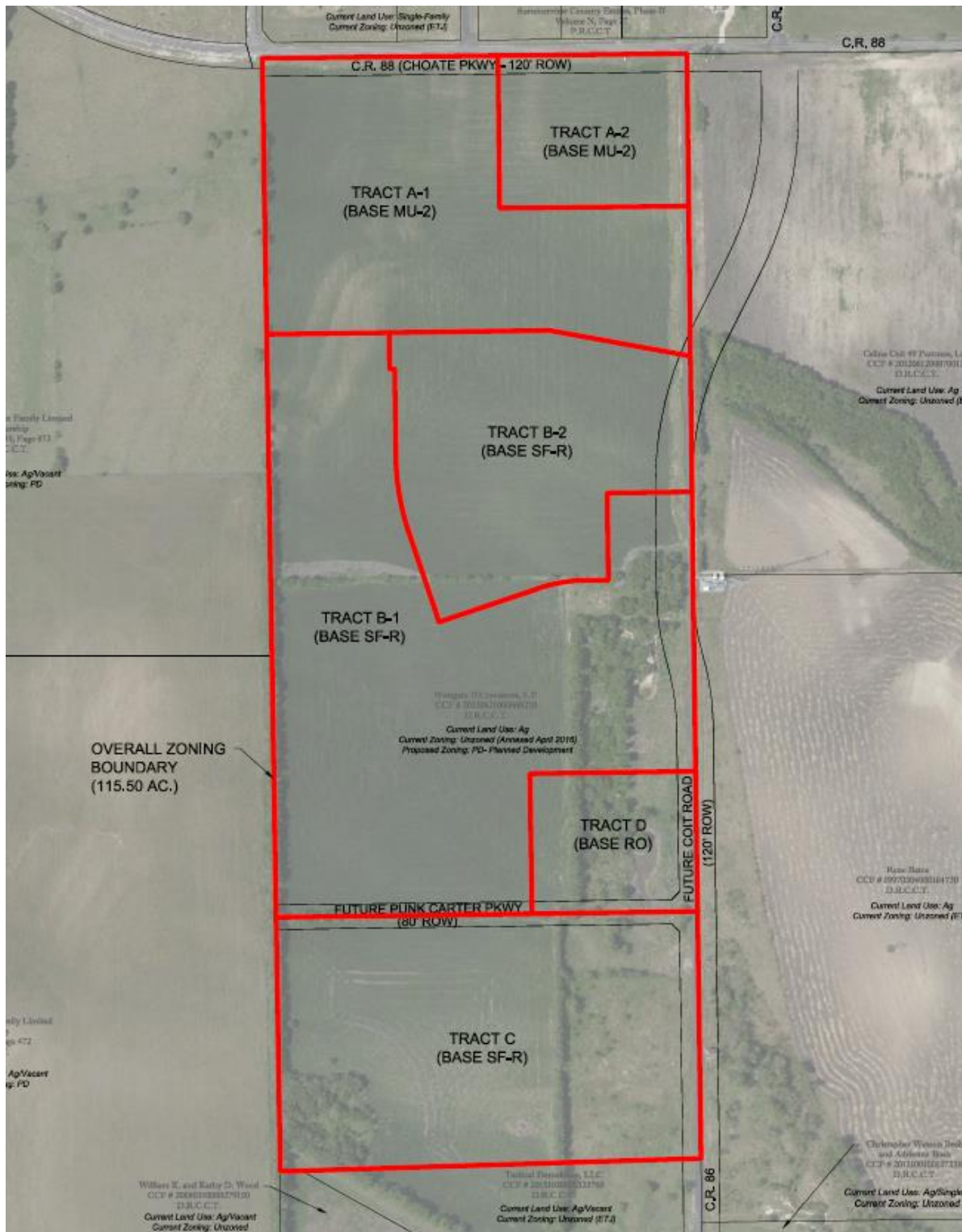
THENCE N 89°12'06" E 543.06 feet to approximate centerline of County Road No. 86;

THENCE S 00°47'52" E 459.00 feet along east line of said Westgate tract and approximate said centerline;

THENCE S 89°12'06" W 543.05 feet to the **POINT OF BEGINNING**, and containing 249,262 square feet or 5.73 acres of land, more or less.

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"
Celina Hills
Zoning Exhibit



Attachment: Celina Hills-PD 72 Ordinance (1744 : Celina Hills Rezoning Ordinance)

Exhibit "C"
Celina Hills
Concept Plan



Attachment: Celina Hills-PD 72 Ordinance (1744 : Celina Hills Rezoning Ordinance)

**Exhibit “D”
Celina Hills
Development Regulations**

1.0 GENERAL CONDITIONS FOR PD:

- 1.1 Conformance to All Applicable Articles of the Celina Zoning Ordinance: Except as amended herein, this PD shall conform to any and all applicable articles and sections of the Zoning Ordinance as it exists or may be amended.

- 1.2 Concept Plan: The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. Because of anticipated development dynamics, it is anticipated that the overall Concept Plan will change from time to time.

An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 14.02.152, except the Director of Planning and Development Services may approve minor revisions which do not alter the basic relationship of the proposed development to adjacent property, the uses permitted, increase the density, building height, coverage of site, off-street parking ratio, or area regulations as indicated on the approved concept plan.

- 1.3 Landscape Requirements: Landscaping shall conform to the provisions set forth in the Zoning Ordinance as it exists or may be amended.

In areas where trees are required, grouping or spacing trees shall be allowed. All trees must be three-inch (3”) minimum caliper diameter at breast height (dbh). Tree spacing shall be a minimum of one (1) tree per fifty (50) linear feet along Choate Parkway, Punk Carter Parkway and Coit Road. All other landscaping shall comply with the Zoning Ordinance, as it exists or may be amended.

- 1.4 Screening Standards: All development within this PD District shall comply with the following minimum screening standards:

- A fifteen (15) foot landscape buffer for all lots and all use types backing or siding to Choate Parkway, Punk Carter Parkway and Coit Road.
- Residential lots adjacent to Choate Parkway, Punk Carter Parkway and Coit Road: a solid masonry wall, six (6) feet in height, or a three (3) foot tall landscaped berm with a four (4) foot tall decorative metal fence and trees spaced at one tree per forty (40) feet of adjacency to the roadways.
- Residential lots adjacent to open space or park land: four (4) foot tall decorative metal fence
- Residential lots adjacent to pocket parks (two (20) acres or less): four (4) foot tall decorative metal fence and trees spaced at one tree per forty (40) feet of adjacency to the roadways.

- Commercial lots adjacent to Residential lots: a solid masonry wall, six (6) feet in height, within a fifteen (15) foot landscape buffer.
- Thin wall type wall shall be allowed and considered masonry in addition to the masonry definition provided in the Zoning Ordinance

1.5 Homeowners Association: A Homeowners' Association (HOA) or associations will be established for the single family detached and townhome development areas in Tracts B-1, B-2 and C as the tracts are developed. For all other development areas, including multi-family and commercial lots, a Property Owners' Association or associations will be established.

1.6 Open Space: A minimum of ten percent (10%) of each lot's area, excluding rights-of-way for collector and larger size streets, shall be devoted to open space for the retail and commercial uses. For all other uses, a minimum of fifteen percent (15%) of each tract's area, excluding rights-of-way for collector and larger size streets, shall be devoted to open space. The open space requirements shall be met for each tract individually as defined on Exhibit C. Open space includes areas used for facilities such as walks, plazas, courts, recreational amenities, detention/retention ponds, amenity centers, landscape buffers, public or private parks, water features and other similar uses and features.

Detention/Retention areas must be amenitized on three (3) sides with improvements. A sidewalk, bench or pavilion constitutes an improvement. Open space includes any parcel of land or water (no minimum dimension) exclusive of public right-of-way, associated with all non-residential and residential developments that is generally provided to improve the microclimate and/or aesthetics of the site and that is not covered by buildings, structures, parking or loading areas and driveways.

Open Space Requirements	
Residential Areas	15% Minimum
Retail/Commercial Areas	10% Minimum

Tree Requirement in Detention/Retention Areas:

Detention/Retention HOA lots shall provide five (5) trees for every acre or portion of an acre of detention/retention space. The trees that are provided shall be irrigated.

Other than the provisions of open space required by this Section 1.8, no park land dedication or construction of park improvements shall be required. Park fees will still be required. This Section 1.8 shall serve as the exclusive open space requirement for the Property.

A minimum of five (5) of the following amenities shall be located within the PD:

1. Passive Recreation Area
2. Sports Fields
3. Swimming Pool (Residential Area Only; Swimming Pools within Multi-family or Townhome areas that are restricted to Multi-Family or Townhome

residents/guests only do not count toward the overall PD amenity requirement)

4. Landscaped Entry Feature
5. Dog Park
6. Hike and Bike Trail (6' minimum)
7. Public Gathering Space
8. Meeting Room
9. Community Garden
10. Play Ground/Play Structure
11. Splash Pad/Water Play Area
12. Exercise Facility

- 1.7 Exterior Construction and Design Requirements: The requirements for exterior construction and masonry standards shall conform to the provisions set forth in the Zoning Ordinance as it exists or may be amended. These standards shall apply to all land use types and includes future amenity centers and other auxiliary uses not yet defined.
- 1.8 Zoning Per Tract: Each of the tracts defined in this PD may be individually amended without impacting the other tracts. If the zoning for one of the tracts (or any portion thereof) within this PD is changed in whole or in part, the remaining tracts retain the zoning described in this PD.
- 1.9 Single Family Lot Ratios: The ratio of SF-1 to SF-2 lots shall be fifty percent (50%) SF-1 and fifty percent (50%) SF-2 for Tracts B-1 and C, as described in Section 2.10 below. This ratio applies to the total number of single family lots (not including townhome or zero lot line residential type lots).

2.0 TRACTS A-1 and A-2

MIXED USE: COMMERCIAL

- 2.1 General Description: This PD shall allow uses which conform to the Use Regulations specified in the Zoning Ordinance as it exists or may be amended. The base zoning for this tract shall be the MU-2, Regional Mixed Use, district as described in the Zoning Ordinance as it exists or may be amended except as otherwise herein modified.
- 2.2 Permitted Uses: The following uses shall be allowed within this Tract without requiring a Conditional Use Permit:
 - a. Agricultural Uses: Agricultural uses whose products are grown primarily

for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards and aviaries.

- b. Amusement Services (indoors)
- c. Armed services recruiting center
- d. Artist studio
- e. Assisted living facility
- f. Auto supply store for new & rebuilt parts with no outside storage or display
- g. Bakery or confectionary (retail)
- h. Bank/credit unions
- i. Child day care (business)
- j. Church/ place of worship
- k. Community Facility Uses and/or Amenity Centers
- l. Community home
- m. Concrete or asphalt batching plant (temporary)
- n. Contractor's office/sales (with outside storage)
- o. Convenience store (with or without gas sales)
- p. Day camp for children
- q. Data Center
- r. Drapery, blind or furniture upholstery shop
- s. Dwelling, multiple-family limited to a maximum of 15 acres and 360 units within the entire PD
- t. Dwelling, single family attached (no duplexes)
- u. Dwelling, single family detached
- v. Family home (adult or child care)
- w. Feed and grain store (with outdoor display/storage - shall be screened and may not exceed fifteen percent of the total gross floor area of the entire structure)
- x. Food or grocery store
- y. Franchised Public Utility
- z. Fraternal organization, lodge or union
- aa. Garden shop (inside storage)
- bb. General retail store
- cc. Group day care home
- dd. Household appliance service and repair
- ee. Kiosk providing a service and located to the side or rear of the primary building and allowed only in conjunction with the primary use.
- ff. Laundry/dry cleaning (drop off/pick up)
- gg. Landscaped Entry Features
- hh. Living quarters on-site with a business
- ii. Marketing center
- jj. Medical facilities
- kk. Micro brewery
- ll. Motorcycle sales and repair- no outdoor display
- mm. Municipal facility
- nn. Nursery (with outdoor retail sales- shall be screened and may not exceed 50% of the total gross floor area of the entire structure)

- oo. Nursing/convalescent home
- pp. Office center
- qq. Offices (professional, medical and general business)
- rr. Office/warehouse
- ss. Parking lot structure, commercial (auto)
- tt. Parks (public and private)
- uu. Personal services shop
- vv. Pet and animal grooming shop with no outdoor runs
- ww. Propane sales (retail) – tank exchange only, no tank filling
- xx. Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
- yy. Residential loft above commercial/retail
- zz. Restaurant (drive-in service)
- aaa. Restaurant (with drive-through service)
- bbb. Restaurant (with no drive-through service)
- ccc. Retirement home/home for the aged
- ddd. Studio for radio or television (without tower)
- eee. Temporary structures for storage of building materials and equipment used for initial construction, when on the same or adjoining lot, for a period not to exceed the duration of construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage.
- fff. Theater or playhouse (indoor)

2.3 Uses Permitted with a Conditional Use Permit: The following uses shall be allowed with an approved CUP:

- a. Amusement park
- b. Amusement ride
- c. Amusement services (outdoors)
- d. Auto dealer (new and used)
- e. Auto laundry or carwash
- f. Auto repair (major)
- g. Auto repair (minor)
- h. Bed and breakfast
- i. Caretaker's/guard's residence
- j. Carnival
- k. Club, private (class I & II)
- l. Community home
- m. Convenience store
- n. Dry cleaning plant
- o. Fair ground/exhibition area
- p. Farmers market (public)
- q. Funeral Home without crematorium

- r. Home improvement center (lumber yard)
- s. Hotel
- t. Kiosk as an accessory use
- u. Mini-warehouse/self-storage
- v. Nursery (grown for commercial purposes)
- w. Office warehouse
- x. Outdoor retail sales/commercial promotion
- y. aa. Rehabilitation care facility
- bb. Rehabilitation care institution
- cc. Rooming/boarding house
- dd. Seasonal business (holiday related)
- ee. Security quarters (live-in)
- ff. Telemarketing agency
- gg. Temporary amusement rides
- hh. Temporary business (non-holiday related, six (6) months or less)
- ii. Tire dealer, with or without open storage

2.4 Prohibited Uses: The following uses shall not be allowed:

- a. Check Cashing Services
- b. Extended stay hotels (residence hotels)
- c. Motels
- d. Permanent concrete or batch plant
- e. Recycling Kiosk
- f. Sexually Oriented Business

2.5 Temporary/Seasonal Sale Uses:

- a. For all temporary or seasonal uses, temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved surface. Structures may only occupy parking spaces if the spaces are in excess of the minimum required parking based on the City of Celina parking ratios. Restroom facilities must be provided.
- b. Large shipping containers may be placed in the rear of retail uses if they are entirely screened from view. The screening must be provided by a solid masonry wall (brick or CMU) a minimum of eight (8) feet in height or the height of the container, whichever is greater. The wall must be composed of materials that match those used on the main structure.

2.6 Commercial Location: The following requirements shall pertain to all non- residential uses. Deviations from these requirements may occur if approved pursuant to a

zoning amendment utilizing procedures set forth in the Zoning Ordinance, as it exists or may be amended. Commercial uses may be located in Tracts A-1 and A-2. The total Commercial area within Tracts A-1 and A-2 shall be a minimum of 10 total acres excluding open space.

2.7 Building and Area Requirements:

a. Height Regulations:

i. Main Building(s) including parking garages:

Buildings directly adjacent to or across a right-of-way from single family lots (including those in the Bluewood development and those north of Choate Parkway) are limited to two (2) stories or a maximum height of forty-five (45) feet unless one (1) additional foot of setback is added per each additional foot of height above that maximum.

Buildings not adjacent to or across a right-of-way from single family lots are limited to four stories or a maximum height of sixty-five (65) feet.

Antennae and other architectural projections not used for occupancy may extend above these height limits.

ii. Accessory building(s) other than parking garages: These buildings shall not exceed a maximum of one (1) story or sixteen (16) feet in height.

- b. Density: The permitted floor to area ratio (FAR) of all integrated and stand-alone non-residential uses within the PD shall be a maximum of 0.65.
- c. Building Size: There shall be no limitation for non-residential uses and/or buildings, except for a stand-alone single retail user. The maximum permitted building footprint for a stand-alone single retail user shall be 200,000 square feet.
- d. Front Yard: The minimum depth of the front yard shall be twenty-five (25) feet.
- e. Exterior Side Yard: The side yard shall have a depth of not less than fifteen (15) feet.
- f. Interior Side Yard: No interior side yard is required. All buildings must meet current fire code standards.
- g. Exterior Rear Yard: The rear yard shall have a depth of not less than ten (10) feet.
- h. Single Family Adjacency: A minimum twenty-five (25) foot setback is required for any non-single family use that is located adjacent to (and not across a right-of-way from) single family lots.
- i. Interior Rear Yard: No interior rear yard is required. All buildings must

- meet current fire code separation standards.
- j. Minimum Lot Area: 10,000 square feet.
- k. Minimum Lot Width: The minimum lot width shall be 100 feet.
- l. Minimum Lot Depth: None.
- m. Building Coverage: In no case shall more than sixty percent (60%) of the total lot area be covered by the combined area of the main buildings and accessory buildings. Parking structures and surface parking facilities shall be excluded from the coverage computation.
- n. Building Materials: Exterior building materials must comply with the Zoning Ordinance, as it exists or may be amended.

MIXED USE RESIDENTIAL: TOWNHOMES, MULTI-FAMILY & SINGLE FAMILY

- 2.8 Townhome Residential (TH): Townhomes are attached, single family residential townhomes. These units may be located anywhere in Tract A-1 with a maximum density of nine (9) dwelling units per gross acre (du/ga) but may not exceed more than fifty percent (50%) of the total area of Tract A-1 or A-2. These units will also be allowed in Tract B-2.

If TH units are developed within the PD, they shall be developed in accordance with the following criteria:

a. Building Area Requirements:

- i. Minimum Lot Size: 2,500 square feet.
- ii. Maximum Height: The primary structure shall not exceed 45 feet in height as measured to the peak.
- iii. Minimum Lot Width: 20 feet at the front yard setback line. The minimum lot width is measured at the platted front yard building setback.
- iv. Minimum Front Yard: 15 feet. Integral architectural elements of the main structure may extend up to five feet into the front yard.
A garage door must be set back a minimum of 20 feet from the property line.
A corner lot shall have two front yards.

- v. Side Yard: Minimum 5 feet.
- vi. Interior Side Yard: There will be no requirement for separation between units. All buildings shall have a minimum side yard of 5 feet.
No portion of a building may cross a property line.
- vii. Minimum Rear Yard: 15 feet. A garage door must be set back a minimum of 20 feet if alley access is provided.
- viii. Maximum Lot Coverage: 85%
- ix. Minimum Size Dwelling: 1,200 square feet.

- b. Architectural Variation: A townhouse building may not repeat the same unit front façade elevation on the same building more frequently than every fourth (4th) unit. For example, if A, B, and C are different elevations and there are six units in a building, then ABCABC is an acceptable elevation mix, and ABABAC is not an acceptable elevation mix.

- 2.9 Multi-Family Residential (MF): Multi-family developments are only allowed in Tract A-1 and shall not exceed fifteen (15) total acres, excluding open space. A maximum density of twenty-four (24) dwelling units per gross acre (du/ga) of land shall be permitted or a maximum of 360 total units.

If MF units are developed within the PD, they shall be developed in accordance with the following criteria:

- a. Building Area Requirements:

- i. Maximum Height: Buildings directly adjacent to or across a right-of-way from single family lots (including those in the Bluewood development and those north of Choate Parkway) are limited to two stories or a maximum height of forty-five (45) feet unless one additional foot of setback is added per each additional foot of height above that maximum.
Buildings not adjacent to or across a right-of-way from single family lots are limited to four stories or a maximum height of sixty-five (65) feet.
- ii. Side Yard: 20 feet adjacent to non-residential and 50 feet adjacent to residential.
- iii. Rear Yard: 20 feet adjacent to non-residential and 50 feet adjacent to residential.
- iv. Front Yard: 25 feet.
- v. Lot Coverage: In no case shall more than sixty percent (60%) of the total lot area be covered by the combined area of the main buildings and accessory buildings. Swimming pools, spas, decks, patios, driveways, walks and other paved area including parking areas and parking facilities shall not be included in determining maximum lot coverage.
- vi. Minimum Floor Area: The minimum floor area per dwelling unit shall be 550 square feet for an efficiency unit, 650 square feet for a one-bedroom or studio unit and 780 square feet for a unit with two bedrooms. Any unit greater than two bedrooms shall have an additional 150 square feet per each additional bedroom.
- vii. Required Parking: Parking requirements for MF development areas shall be one and one-half (1.5) spaces per efficiency and studio units; two (2) spaces per one and two bedroom units; and one (1) additional space per each additional bedroom per unit. Parking is allowed within building setbacks.

- 2.10 Single Family Lot Types (SF-1 & SF-2): SF-1 and SF-2 are detached, single family residential units on lots with the building area requirements listed below. They may be located anywhere within Tract A-1. These units will also be allowed in Tracts B-1, B-2 and C.

If these units are developed within the PD, they shall be developed in accordance with the following criteria:

	SF-1 Lots	SF-2 Lots
Minimum Lot Area	5,500 square feet	7,000 square feet
Minimum Lot Width	50 feet typical; 40 feet minimum (at right-of-way) on cul-de-sac lots	60 feet typical; 50 feet minimum (at right-of-way) on cul-de-sac lots
Minimum Lot Depth	110 feet typical; 85 feet minimum on cul-de-sac lots	115 feet typical; 85 feet minimum on cul-de-sac lots
Maximum Impervious Lot Coverage*	60 percent	60 percent
Minimum Floor Area (air-conditioned floor area)	1,600 square feet	1,800 square feet
Minimum Front Yard	20 feet	20 feet
Minimum Front Yard on Key Lots	Key lots shall have two front yards	Key lots shall have two front yards
Minimum Rear Yard	20 feet	20 feet
Minimum Side Yard	5 feet generally; 15 feet on corner side yards	5 feet generally; 15 feet on corner side yards
Minimum Front Porch Setback	15 feet	15 feet
Minimum Primary Roof Pitch**	6:12	6:12
Garage Orientation	Garages may face the street or be J-swing type. All front entry garage doors must be in line with, or set back from, the front façade of the home. J-swing garages may protrude up to 5 feet into the front yard setback to ensure additional variations of homes.	
Accessory Building Setbacks	Minimum front yard - 50 feet Minimum side yard - 3 feet Minimum side yard for a corner side yard - 15 feet Minimum rear yard - 3 feet	

Required Off-Street Parking	A minimum of 2 parking spaces within an enclosed garage and 2 unenclosed parking spaces (which may be included within a setback area)
Maximum Height	40 feet or 2.5 stories in height to the highest point of its roof. Accessory structures shall not exceed 25 feet.

* Impervious lot cover limitations apply only to the footprint of an enclosed building, including enclosed garages but excluding patios and porches (covered or uncovered), driveways, sidewalks, and similar improvements that area not part of an enclosed building.

** Primary roof pitch does not include roofs over architectural features or enhancements, such as porches or dormers.

3.0 TRACT B-1, B-2 & C STANDARDS

RESIDENTIAL: SINGLE FAMILY

- 3.1 General Description: This PD shall allow uses which conform to the Use Regulations specified in the Zoning Ordinance as it exists or may be amended. The base zoning for Tracts B-1, B-2 and C shall be the SF-R, Single Family Residential zoning district as described in the Zoning Ordinance as it exists or may be amended except as otherwise set forth herein.
- 3.2 Additional Permitted Uses: In addition to the SF-R uses outlined in the Zoning Ordinance as it exists or may be amended, the following uses shall be allowed in Tracts B-1, B-2 and C without requiring a Conditional Use Permit:
- Agricultural Uses: Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries.
 - Community Facility Uses and/or Amenity Centers
 - Landscaped Entry Features
 - Public and private parks
 - Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
 - Temporary structures for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage.

RESIDENTIAL: SINGLE FAMILY, DETACHED – ZERO LOT LINE

- 3.3 Single Family, Zero Lot Line (SF-Zero): SF-Zero are detached, single family zero lot line residential units. These units may be located only in Tract B-2.

If SF-Zero units are developed within the PD, they shall be developed in accordance with the following criteria:

a. Building Area Requirements:

- | | | |
|-------|------------------------------|---|
| i. | <u>Minimum Lot Size:</u> | 4,500 square feet. |
| ii. | <u>Maximum Height:</u> | The primary structure shall not exceed two stories or a maximum of 45 feet in height as measured to the peak. |
| iii. | <u>Minimum Lot Width:</u> | 40 feet for lots served by an alley; Lots served by a front entry shall have a 50' minimum lot width. |
| iv. | <u>Minimum Lot Depth:</u> | 105 feet. |
| v. | <u>Minimum Front Yard:</u> | 25 feet. May stagger setback to 20 feet but no more than 3 adjacent lots shall have the same front yard setback. |
| vi. | <u>Minimum Side Yard:</u> | In no case shall there be less than a minimum of 10 feet of separation between adjacent single family detached structures and may be encompassed by one of the following: 3 feet/7 feet, 8 feet/2 feet or 5 feet/5 feet; 15 feet from a street right-of-way for a corner lot. |
| vii. | <u>Minimum Rear Yard:</u> | 20 feet for the main building. |
| viii. | <u>Maximum Lot Coverage:</u> | 70% of the total lot area by main buildings and accessory buildings. |
| ix. | <u>Exterior Materials:</u> | Exterior materials shall conform to those listed for single family homes in the Zoning Ordinance, as it exists or may be amended. |

b. Special Requirements:

- i. Minimum Garage Setback: 40' from front property line
for front entry garages.
- ii. Minimum Roof Pitch: 8:12
- iii. Alley Requirements: Alleyways must have a 10
foot paving section within a 15-
foot right-of-way.

3.4 Residential Use Regulations:

- a. In Tract B-1, single family lot types SF-1 and SF-2, as described in Section 2.10 above, are allowed.
- b. In Tract B-2, single family lot types SF-1 and SF-2, as described in Section 2.10 above, are allowed. In addition, the townhome residential lot type TH, as described in Section 2.8 above, and the zero lot line lot type SF-Zero, as described in Section 3.3 above, are allowed.
- c. In Tract C, single family lot type SF-1, as described in Section 2.10 above is the minimum lot type allowed.

4.0 TRACT D STANDARDS

COMMERCIAL RETAIL OFFICE

- 4.1 General Description: This PD shall allow uses which conform to the Use Regulations specified in the Zoning Ordinance as it exists or may be amended. The base zoning shall be the RO, Retail and Office zoning district described in the Zoning Ordinance as it exists or may be amended except as otherwise set forth herein.
- 4.2 Additional Permitted Uses: In addition to the RO uses defined in the Zoning Ordinance as it exists or may be amended, the following uses shall be allowed within this Tract by right:
 - a. Armed Services Recruiting
 - b. Artist Studio
 - c. Auto Laundry or Carwash (CUP required if adjacent to Single Family detached development)
 - d. Auto Supply Store for new & rebuilt parts
 - e. Bakery or Confectionary (retail)
 - f. Bank/Credit Union
 - g. Child Day Care (business)
 - h. Church/Place of Worship (Including child care services)
 - i. Convenience Store with or without Gas Sales
 - j. Data Center
 - k. Farmers Market (public)
 - l. Food or Grocery Store
 - m. Garden Shop (no outdoor storage)

- n. General Retail Store
- o. Laundry/Dry Cleaning (drop off /pick up)
- p. Montessori School
- q. Offices (Professional and general business)
- r. Parking Lot Structure, Commercial (auto)
- s. Personal Services Shop
- t. Pet and Animal Grooming Shop (No outdoor runs)
- u. Public or Private School
- v. Restaurant (Drive-in service, with or without drive-through service)
- w. Retirement Home/Home for the Aged
- x. Theatre or Playhouse (indoor)
- y. Veterinarian (indoor kennels only)

4.3 Uses Permitted with a Conditional Use Permit: The following uses shall be allowed with an approved CUP:

- a. Auto Laundry or Carwash (CUP required if adjacent to Single Family detached development)
- b. Auto Repair (Minor)
- c. Club, Private (Class I and II)
- d. Funeral Home without crematorium
- e. Hotel
- f. Kiosk (providing a service, as an accessory use)
- g. Nursery (with outdoor retail sales- shall be screened and may not exceed 50% of the total gross floor area of the entire structure)
- h. Outdoor Display/Sales (shall be screened and may not exceed 50% percent of the total gross floor area of the entire structure)
- i. Tire Dealer (with no outside storage or display)

4.4 Prohibited Uses: The following uses shall not be allowed:

- a. Check Cashing Service
- b. Motel
- c. Recycling Kiosk
- d. Sexually Oriented Business

4.5 Temporary/Seasonal Sale Uses:

- a. For all temporary or seasonal uses, temporary structures and kiosks for temporary and/or seasonal sales are permitted for a period not to exceed forty-five (45) consecutive days. Such sales may include, but are not limited to, Valentine's Day sales, Christmas tree sales, pumpkin sales, etc. Structures shall be located on a concrete paved surface. Structures may only occupy parking spaces if the spaces are in excess of the minimum required parking based on the City of Celina parking ratios. Restroom facilities must be provided.

- b. Large shipping containers may be placed in the rear of retail uses if they are entirely screened from view. The screening must be provided by a solid masonry wall (brick or CMU) a minimum of eight (8) feet in height or the height of the container, whichever is greater. The wall must be composed of materials that match those used on the main structure.

4.6 Retail and Office Use Development Standards:

a. Area Regulations:

- i. Maximum Lot Size: None.
- ii. Minimum Lot Size: No lot shall be less than ten thousand (10,000) square feet.
- iii. Minimum Front Yard: Twenty-five (25) feet.
- iv. Minimum Side Yard: Eight (8) feet.
- v. Minimum Rear Yard: Fifteen (15) feet.
- v. Minimum Lot Width: 100 feet.



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Brooks Wilson, Planning Manager
 CC: Helen-Eve Liebman, Director of Planning and Dev Services
 Date: October 11, 2016
 Re: Hundred Acre Park Annexation Public Hearings

Action Requested:

The Celina City Council will conduct two (2) public hearings at 5:00 p.m. and 5:05 p.m. on the proposed voluntary annexation of two tracts of City-owned land within the extraterritorial jurisdiction of the City of Celina, Collin County, Texas and described as follows: being an approximately 70.000 acre tract of land situated in the Mary Howell Survey, Abstract No. 395, Collin County, Texas and generally located east of CR 90, north of the future alignment of Sunset Boulevard and west of FM 2478 (Custer Road); and being an approximately 30.778 acre tract of land situated in the Mary Howell Survey, Abstract No. 395, Collin County, Texas and generally located east of CR 90, north of the future alignment of Sunset Boulevard and west of FM 2478 (Custer Road), and the rights-of-way adjacent to these properties. (Hundred Acre Park Annexation) (Liebman)

Background Information:

<Insert Background Info Here>

Board Review/Citizen Input:

<Insert Review/Citizen input here>

Alternatives:

<Insert Alternative here>

Financial Considerations:

<Insert Financial Considerations here>

Legal Review:

<Insert Legal Review Here>.

Supporting Documents:

<Insert Supporting Documents Here>

Staff Recommendation:

N/A



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: October 11, 2016
 Re: Creeks of Legacy Subdivision Ordinance Variance

Action Requested:

Consider and act upon a request from Centurion American Development Group for a Subdivision Ordinance Variance to Section 10.23.122(r)(5) Boundary Streets and Section 10.03.126 (f)(2) Streets, to allow certain portions of roadways adjacent to the Creeks of Legacy development to be constructed with future phases of development and/or to have funds placed in escrow for the future construction. The portions of roadways are CR 6 (Legacy Drive) located north of Frontier Parkway. (Creeks of Legacy Variance) (Liebman)

Background Information:

The Subdivision Ordinance includes specific regulations for granting a variance:

Section 10.03.008 Variances and appeals

- (a) These rules and regulations are the standard requirements of the City. Suspension of any of these rules and regulations may be granted by the city council upon a good and sufficient showing by the owner that there are special circumstances or conditions affecting the property in question, or that enforcement of the provisions of this article will deprive the applicant of a substantial property right and that such suspension, if granted, will not be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity. Each and every application for variance shall be decided solely and entirely on its own merits and the disposition of any prior or pending application for variance shall not be allowed to enter into or affect any decision on the application in question. Pecuniary interests standing alone shall not be justification for the granting of a variance.
- (b) The owner of any tract of land aggrieved by the decision made under these regulations by any administrator or official of the City shall first apply to the Planning and Zoning Commission for relief from such administrative decision. Any aggrieved party having any interest in the matter may appeal the ruling by the Planning and Zoning Commission regarding the decision to the City Council.

Variance Requested:

The applicant has submitted a request to allow the construction of certain portions of roadway associated

with the development of Creeks of Legacy and Creeks of Legacy West to be postponed to a future phase of development or to escrow funds for future construction.

Legal Review:

N/A

Supporting Documents:

- Letter Requesting Subdivision Ordinance Variance
- Exhibit Illustrating the Roadway Portions to be Postponed

Staff Recommendation:

Staff recommends approval as presented.



To: City of Celina

From: Peloton Land Solutions, Inc.

Re: Creeks of Legacy West

Date: September 15, 2016

To Whom It May Concern,

We are requesting a variance from sec. 10.03.122(r)(5) and 10.03.126(f)(2) so that Council may approve the General Development Plan for the Creeks of Legacy, West project. The timing of release of escrow funds will be determined prior to the Council meeting considering the subdivision ordinance variance.

Let me know if you need any further information.

A handwritten signature in blue ink, appearing to read "Erik S. Hinklin".

Erik S. Hinklin, P.E.
Peloton Land Solutions, Inc.
Project Manager



MERRITT/THORNTON FARM PARTNERSHIP L.P.
DOC. NO. 99-096579
R.P.R.D.C.T.

COUNTY CORNERS PARTNERS LP.
DOC. NO. 2004-72653
R.P.R.D.C.T.

CARL. P. PARRISH AND
DALE PARRISH
VOL. 5335, PG. 7579
O.P.R.C.C.T.

CTMGT FRONTIER 80, LLC
INST. # 20130909001267970
C.R.C.C.T.

CTMGT FRONTIER 80, LLC
VST. # 20130909001267970
C.R.C.C.T.

ELINA INVESTMENT PARTNERS, LTD
VOLUME 5916, PAGE 862
C.R.C.C.T.

ONTARIO PARKWAY



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Ben Rodriguez, Senior Planner
 CC: Rick Chaffin, Interim City Manager
 Date: October 11, 2016
 Re: Ownsby Farms PID Public Hearing

Action Requested:

The Celina City Council will conduct a public hearing to consider testimony regarding the proposed assessments to be levied against the assessable property within the Ownsby Farms Public Improvement District (PID), pursuant to the provisions of Chapter 372 of the Texas Local Government Code. The property is a ±119.138 acre tract of land situated in the Collin County School Land Survey, Abstract No. 167 Collin County, Texas and located within the city limits of the City of Celina, Texas. The property is generally located south of CR 53, north of Frontier Parkway, west of Preston Road and east of the BNSF Railroad. (Ownsby Farms) (Liebman)

Background Information:

This public hearing is for the creation of a Public Improvement District for the Ownsby Farms development and the levying of assessments related to the project.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Supporting Documents:

N/A

Staff Recommendation:

Staff recommends that the item be continued to the City Council meeting on November 8, 2016.



Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Gabe Johnson, Director of Engineering
Date: October 11, 2016
Re: Danville Water Tower Site Acquisition

Action Requested:

Consider and act to approve the purchase of the Danville Water Tower site along FM 2478 in the amount of \$47,500. (Johnson)

Background Information:

City staff has been working with the City of McKinney staff to acquire the 1 acre Danville Water Tower site that is currently in the City of Celina. When the Danville Water System was dissolved to McKinney, Prosper and Celina the City of McKinney acquired the tract that housed the elevated storage tank. None of the cities were able to utilize the water tower due to incorrect elevations of the different pressure planes. Both cities had appraisals completed that took into account the need to demolish the tower and the Celina appraisal was \$44,500 and the McKinney appraisal was \$47,500. The City of Celina intends to demolish the tower once acquired which is approximately \$35,000. The intent is to merge this 1 acre site into the municipal site that is being donated by Mustang Lakes.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

Being requested as part of the SE Sector Bonds. The demolition of the tower will take place at a future time.

Legal Review:

Legal will review the documents for content and form

Supporting Documents:

Contract
Warranty Deed

Staff Recommendation:

Approve

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this “Agreement”), made and entered into as of the ____ day of _____, 2016 (the “Effective Date”) by and between the **CITY OF MCKINNEY**, a Texas home-rule municipal corporation (“Seller”), and **CITY OF CELINA**, a Texas home-rule municipal corporation (“Purchaser”).

W I T N E S S E T H:

WHEREAS, Seller owns a certain lot, tract, or parcel containing approximately one (1.000) acre of land, more or less, lying and situated in an incorporated area of Collin County, Texas (the “Property”); and

WHEREAS, Purchaser has requested that Seller sell the Property to Purchaser to serve a public purpose, to wit for a proposed fire station with all normal and customary governmental uses appurtenant; and

WHEREAS, Seller has determined that Seller has no current or future use for the Property and that a fire station located on this Property will serve a public interest of Seller; and

WHEREAS, Section 272.001(l) of the Texas Local Government Code (“Code”) authorizes a city to convey property to a political subdivision having the power of eminent domain for the fair market value of such property without complying with the notice and bidding procedures set forth in Section 272.001(a) of the Code if:

- (1) the land will be used by the Purchaser to which it is sold in carrying out a purpose that benefits the public interest of the Seller;
- (2) the donation or sale of the land is made under terms that effect and maintain the public purpose for which the sale is made; and
- (3) the title and right to possession of the land reverts to the Seller if the Purchaser ceases to use the land in carrying out the public purpose;

NOW, THEREFORE, pursuant to the authority granted to the City under Section 272.001(l) of the Code and in consideration of the foregoing recitals and the mutual covenants and promises of the parties contained herein, Seller and Buyer hereby agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes.

2. **Purchase Price.** The purchase price for the Property (the “Purchase Price”) is \$47,500.00, and shall be payable in cash at the Closing (as hereinafter defined) by wire transfer or other immediately available funds.

3. Evidence of Title; Survey

(a) **Survey.** Within ten (10) days after the Effective Date, Purchaser, at its sole expense, shall furnish or cause to be furnished to Seller and the Title Company a current Category 1A, Condition II Land Title Survey of the Property made on the ground by a duly licensed Texas Land Surveyor (the "Survey"). The Survey shall be acceptable to the Title Company for purposes of issuing the Title Policy (as hereinafter defined).

(b) **Title Commitment.** Within ten (10) days after the Effective Date, Seller, at Purchaser's sole expense, shall also furnish or cause to be furnished to Purchaser (i) a Commitment for Title Insurance (the "Title Commitment") issued by the Title Company, showing good and indefeasible title to the Property in fee simple vested in Seller and committing an underwriter satisfactory to Purchaser to issue an Owner Policy of Title Insurance on the standard form of policy prescribed by the Texas State Board of Insurance (the "Title Policy") to Purchaser at the Closing in the full amount of the Purchase Price, together with (ii) true, correct and legible copies of any and all instruments (the "Title Exceptions") referred to in the Title Commitment as constituting or containing exceptions or restrictions upon the title of Seller.

(c) **Title and Survey Review.** Purchaser shall have until the expiration of fifteen (15) days after the date Purchaser receives the last of the Survey, the Title Commitment, and the Title Exceptions (the "Title Review Period") within which to review the same and to notify Seller in writing of any items which Purchaser deems, in its sole discretion, objectionable. Any matters disclosed on the Survey or any Title Exception included in the Title Commitment to which Purchaser does not timely object shall be deemed to be a "Permitted Exception". If there are objections by Purchaser, Seller shall have the opportunity to attempt to cure the same, but Seller shall not be obligated to cure any of Purchaser's objections other than those which are capable of being cured by the payment of money and which are secured by a lien against the Property (which need not be cured until the Closing). Seller shall deliver written notice to Purchaser within ten (10) days after Seller's receipt of Purchaser's objections listing all of Purchaser's objections which Seller is either unable or unwilling to cure. If Seller does not cure all of Purchaser's objections, Purchaser shall have the right to either (i) terminate this Agreement by delivering written notice thereof to Seller on or before the Closing Date, or (ii) waive its objections and accept such title as Seller is able to convey, in which case the title objections which were not cured (except those which Seller is obligated to cure by the payment of money as provided above) shall also be deemed to be Permitted Exceptions. The failure of Purchaser to terminate this Agreement as permitted in clause (i) shall be deemed a waiver pursuant to clause (ii).

4. **Additional Documents and Information.** Within fifteen (15) days after the Effective Date, Seller shall deliver the following documents and items to Purchaser:

(a) Copies of all site plans, appraisals, market studies, concept plans, geotechnical reports, environmental reports, title reports, engineering reports, and other plans, diagrams and studies of any kind in Seller's possession, if any, which relate to the Property.

(b) Copies of any licenses, permits and similar items in Seller's possession, if any, relating to the ownership, development and operation of the Property.

It is expressly understood that any reports or studies given to Purchaser by Seller are solely for Purchaser's use and only for the purpose of deciding whether or not to purchase the Property. If this Agreement does not close for any reason, all reports or studies given to Purchaser by Seller will be promptly returned to Seller.

5. **Conditions Precedent to Purchaser's Obligation.** Purchaser's obligation to close the sale and purchase under this Agreement is subject to the following conditions precedent:

(a) **No Material Changes.** At the Closing Date (as hereinafter defined) there shall have been no material and adverse changes in the physical condition of the Property.

(b) **Representations, Warranties and Covenants of Seller.** Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations and warranties set forth in paragraph 6 shall be true and correct as of the Closing Date.

In the event any of the conditions set forth in this paragraph are not timely satisfied, Purchaser shall have the right to terminate this Agreement. The conditions set forth in this paragraph are solely for the benefit of Purchaser and may be waived only by Purchaser. Purchaser shall at all times have the right to waive any condition. The waiver by Purchaser of any condition shall not relieve Seller of any liability or obligation as respects any representation, warranty or covenant of Seller unless Purchaser shall so agree in writing. Neither Seller nor Purchaser shall act or fail to act for the purpose of permitting or causing any condition in this paragraph to fail (except to the extent Purchaser, in its sole discretion, exercises its right to disapprove any such items or matters).

6. **Representations and Warranties.** Seller hereby represents and warrants to Purchaser that the following facts are, as of the date hereof, and will be, as of the Closing Date, true and correct, which representations and warranties shall survive the Closing hereunder:

(a) No part of the Property is subject to any judgment of any court, agency or instrumentality or to any litigation, and Seller has no knowledge of any pending or threatened litigation.

(b) No part of the Property is subject to any condemnation or similar proceeding, and Seller has no knowledge of any pending or threatened condemnation or similar proceeding.

(c) No part of the Property is in violation of any governmental order, regulation, statute, ordinance, rule or restriction dealing with the use, operation, safety or maintenance thereof; provided, however, that Seller, as the fee simple owner of the Property, is conveying the Property to Purchaser subject to a reservation that obligates

Purchaser to use the Property solely for a public purpose, to wit for a proposed fire station with all normal and customary governmental uses appurtenant.

(d) Seller has, and at the Closing will convey to Purchaser, good and indefeasible fee simple title to the Property free and clear of any and all liens and encumbrances whatsoever except for the Permitted Exceptions and the aforementioned reservation.

(e) Seller has not obligated itself in any manner whatsoever to sell or otherwise dispose of the Property, or any part thereof, to any party other than Purchaser.

(f) At the Closing Seller will deliver exclusive possession of the Property to Purchaser free and clear of any leases, tenancies or parties in possession.

(g) No commitments have been made to any governmental authority, utility company, school board, church or other religious body, homeowners or homeowners' association, or to any other organization, group or individual, relating to the Property which would impose an obligation upon Purchaser or its successors and assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirements that any developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property, or any part thereof. The provisions of this subparagraph (g) shall not apply to any regular and nondiscriminatory local real estate or school taxes assessed against the Property.

(h) Seller is conveying the Property "AS IS-WHERE IS" with any and all latent and patent defects, and Purchaser agrees that there is no warranty by Seller that the Property has a particular financial value or is fit for a particular purpose.

(i) The person executing this Agreement on behalf of Seller has full right, title, authority and capacity to execute and perform this Agreement, and Seller will deliver at the Closing documentation in form acceptable to Purchaser evidencing Seller's authority to execute and deliver the Deed and all other documents relating to the Closing of this transaction.

(j) No portion of the Property is or has been subjected to a special valuation such that a change of ownership or use (whether existing or in the future) has caused or will cause additional taxes to be imposed upon the Property or any part thereof.

(k) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code or any regulations promulgated thereunder, and at the Closing, Seller will deliver to Purchaser a sworn "Non-Foreign Affidavit" to such effect.

(l) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or to the best of Seller's knowledge, threatened against Seller, nor are any of such proceedings contemplated by Seller.

7. **Closing.** As used in this Agreement, the term “Closing” shall mean the completion of the events described in this paragraph.

(a) **Closing Date.** The Closing of this Agreement shall be held at the offices of the Title Company on or before _____, 2016 (the “Closing Date”).

(b) **Seller’s Deliveries.** At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser the following:

(i) A Special Warranty Deed (the “Deed”).

(ii) The Title Policy in the amount of the Purchase Price issued through the Title Company by an underwriter satisfactory to Purchaser, insuring good and indefeasible title to the Property and any easements benefiting the Property.

(iii) Any lien affidavits, title insurance statements of information, transfer declarations or mechanics lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

(iv) The Non-Foreign Affidavit.

(v) Possession of the Property.

(c) **Purchaser’s Deliveries.** At the Closing, Purchaser shall deliver to Seller the following:

(i) The Purchase Price in the manner as provided in paragraph 2.

(d) **Additional Deliveries.** In addition, each party will provide to the other or to the Title Company whatever documentation may be reasonably requested or required in order to confirm the proper authority of such party to consummate this transaction and to issue the Title Policy.

(e) **Closing Costs and Expenses.** All closing costs and expenses, including, but not limited to transfer taxes, escrow charges, recording costs, costs of the Survey, the basic title insurance premium, title insurance premiums for additional endorsements, the additional charges for the modification of the survey exception, and title examination charges shall be paid by Purchaser; provided, however, each party shall pay its own attorneys’ fees.

8. **Ad Valorem Taxes and Assessments.** Ad valorem taxes, if any are assessed against the Property, shall be prorated at the Closing, effective as of the Closing Date, with Purchaser receiving a credit for unpaid taxes for any period prior to the Closing Date (for the current year computed on the basis of current tax statements, if available; and, if not available, computed on the basis of tax statements for the immediately preceding year, and later adjusted as of the Closing Date, on the basis of tax statements for the current year, when they become

available). If the tax statements include land in addition to the Property, then the amount of taxes allocated to the Property shall be determined on an acreage basis.

9. Termination, Default and Remedies.

(a) **Permitted Termination.** If this Agreement is terminated by Purchaser because of a failure of one or more of the contingencies or under the authorizations specified in paragraphs 3(c), 5 or 9(c) hereof (a "Permitted Termination"), the parties shall have no further rights or obligations hereunder, except for claims relating to any breach of this Agreement which occurred prior to the Permitted Termination.

(b) **DEFAULT BY PURCHASER.** SELLER AND PURCHASER ACKNOWLEDGE THAT, IN THE EVENT OF A BREACH OF THIS AGREEMENT BY PURCHASER, SELLER'S DAMAGES WOULD BE DIFFICULT TO ASCERTAIN. THEREFORE, THE PARTIES HAVE AGREED TO A MEANS OF ESTABLISHING LIQUIDATED DAMAGES IN AN AMOUNT THAT WILL PROVIDE REASONABLE COMPENSATION TO SELLER FOR ITS POTENTIAL LOSSES.

(c) **Default by Seller.** If Purchaser shall not be in default hereunder and if Seller fails to consummate this Agreement for any reason, or if any of Seller's representations and warranties hereunder are not true at the Closing Date, Purchaser shall have the right to either (i) terminate this Agreement or (ii) enforce specific performance of Seller's obligations under this Agreement, as Purchaser's sole and exclusive remedies for Seller's default.

(d) **Attorneys' Fees.** If either party shall be required to employ an attorney to enforce or defend the rights of such party hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, specifically including the fees of any expert witnesses.

10. **Brokers.** Seller and Purchaser each represent to the other that it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder and that it has not dealt with any broker or finder purporting to act on behalf of any other party. **Each party hereto agrees to indemnify and hold harmless the other party from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby.**

11. Miscellaneous.

(a) **Notices.** Any notice or communication required or permitted hereunder shall be in writing and shall be deemed to be delivered when actually received or, regardless of whether actually received or not, (i) when deposited with Federal Express, DHL, UPS, or other nationally recognized overnight courier service, (ii) when received if delivered by hand, or (iii) when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the addressee as follows

or to such other address as shall hereafter be designated by written notice by the addressee:

If to Seller: City of McKinney
221 N. Tennessee Street
McKinney, Texas 75070
Attn: City Manager

with copy to: Brown & Hofmeister, LLP
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
Attn: Mark Houser

If to Purchaser: City of Celina
142 North Ohio
Celina, Texas 75009
Attn: _____

with copy to: _____

Attn: _____

(b) **Integration.** This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of both parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

(c) **Applicable Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

(d) **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

(e) **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other.

(f) **Business Days.** If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the State of Texas or the United States, then the final day of the period or the date of performance shall be extended to the second consecutive day which is not a Saturday, Sunday or legal holiday.

(g) **Survival.** Any portion of this Agreement not otherwise consummated at the Closing will survive the Closing of this transaction as a continuing agreement by and between the parties.

(h) **Substitution of Property Description.** Upon completion of the Survey, the legal description of the Property contained on the Survey (as approved by Purchaser) shall be substituted for the description of the Property in Exhibit A attached hereto and this Agreement shall be deemed to be amended by the substitution of such legal description as a new Exhibit A without the necessity of the parties executing any additional amendments to this Agreement. In addition, such legal description shall be used in the Title Policy, the Deed and all other documents set forth herein that require a description of the Property.

(i) **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument as of the dates set forth below.

SELLER:

CITY OF MCKINNEY,
a Texas home-rule municipal corporation

By: _____
PAUL G. GRIMES
City Manager

PURCHASER:

CITY OF CELINA,
a Texas home-rule municipal corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT OF RECEIPT

The undersigned acknowledges receipt of a fully-executed copy of this Agreement of Purchase and Sale, and agrees to hold and disburse the funds received by it in accordance with the terms and conditions of this Agreement.

CAPITAL TITLE OF TEXAS, LLC

By: _____

Name: _____

Title: _____

Date: _____

Attachment: 2016-10-11 McKinney - Celina - Agreement of Purchase and Sale (8-31-16) (1789 : Danville Water Tower Site Purchase)

**EXHIBIT A
LEGAL DESCRIPTION**

Being a part of the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, and being part of that certain 58.401 acre tract described in deed from Tom Watkins, et us, to Robert S. Folsom, dated April 11, 1984, and recorded in Volume 1872, Page 844, of the Deed Records of Collin County, Texas, and part of that certain 0.4997 acre tract described in deed from Danville Water Supply Corporation to Robert S. Folsom and recorded in the said Collin County Deed Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod set for corner in the present West line of F. M. Highway 2478, a 110 foot right-of-way, said point being S 03° 35' 10" E 50.11 feet from the Northeast corner of said Danville Water Supply Corporation 0.4997 acre tract;

THENCE S 03° 35' 10" E 148.01 feet along the said present West line of F. M. Highway 2478 to a 5/8-inch rod set for corner;

THENCE N 89° 50' 58" N 299.76 feet parallel to the North line of said 58.401 acre tract to a 5/8 inch iron rod set for corner;

THENCE 0° 09' 02" E 147.70 feet to a 5/8-inch iron rod set for corner, point being 50 feet perpendicular distance from the North line of said 58.401 acre tract;

THENCE S 89° 50' 58" E 290.11 feet parallel to and 50 feet perpendicular distance from the North line of said 58.401 acre tract to the point of beginning and containing 1.0000 acres (43,560.23 square feet) of land.

After Recording, Please Return to:

Sandy Hart
 CITY OF MCKINNEY
 P.O. Box 517
 McKinney, Texas 75069

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN	§	

That the **CITY OF MCKINNEY**, a Texas home-rule municipal corporation (“Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by **CITY OF CELINA**, a Texas home-rule municipal corporation (“Grantee”), the receipt and sufficiency of which are hereby fully acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee, subject to the reservations from and exceptions to conveyance and warranty provided herein-below all that certain lot, tract, or parcel of land lying and being situated in Collin County, Texas, and being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes (the “Property”).

This conveyance is made and accepted subject to any and all valid easements, rights of way, and prescriptive rights, whether of record or not; all validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2016, which Grantee

assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, as the fee simple owner of the Property hereby provides that the Property shall be subject to a restriction that obligates Grantee to use the Property solely for governmental purposes, to wit a fire station with all normal and customary governmental uses appurtenant. Such restriction is a covenant and condition, whether mandatory, prohibited, permissive, or administrative, to regulate the uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that the (i) the restriction touches and concerns the Property; (ii) privity of estate exists by reason of the ownership of the Property; (iii) notice is given by filing this deed in the real property records of the county in which the Property is situated; (iv) the restriction is reasonable, its purposes being for the common benefit of Grantor and Grantee; and (v) the restriction is necessary for this conveyance to conform to the requirements of Texas Local Government Code § 272.001(l). The restriction runs with the land making up the Property, is binding on Grantee and Grantee's successors and assigns forever, and inures to the benefit of Grantor and Grantee, and their successors and assigns forever.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking and accepts the Property "AS IS-WHERE IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition, but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND, to the extent allowed by Texas law without the establishment of a constitutional sinking fund for such contingent liability, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever claiming, or to claim the same, or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

EXECUTED as of the date provided below.

GRANTOR:

CITY OF MCKINNEY,
a Texas home-rule municipal corporation

PAUL G. GRIMES
City Manager
Date: _____, 2016

APPROVED AS TO FORM:

MARK HOUSER
City Attorney

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on ____ day of _____, 2016, by PAUL G. GRIMES, City Manager of the CITY OF MCKINNEY, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

AGREED AND ACCEPTED:

Grantee accepts the attached deed and consents to its form and substance. Grantee acknowledges that the terms of the deed conform with Grantee's intent and that they will control in the event of any conflict with the contract Grantee signed regarding, the Property described in the deed.

GRANTEE:

CITY OF CELINA,
a Texas home-rule municipal corporation

By: _____
Name: _____
Title _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2016, by _____, _____ of CITY OF CELINA, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

PREPARED IN THE OFFICES OF:
BROWN & HOFMEISTER, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
Tel: 214/747-6100
Fax: 214/747-6111

EXHIBIT "A"
Property Description

Being a part of the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, and being part of that certain 58.401 acre tract described in deed from Tom Watkins, et us, to Robert S. Folsom, dated April 11, 1984, and recorded in Volume 1872, Page 844, of the Deed Records of Collin County, Texas, and part of that certain 0.4997 acre tract described in deed from Danville Water Supply Corporation to Robert S. Folsom and recorded in the said Collin County Deed Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod set for corner in the present West line of F. M. Highway 2478, a 110 foot right-of-way, said point being S 03° 35' 10" E 50.11 feet from the Northeast corner of said Danville Water Supply Corporation 0.4997 acre tract;

THENCE S 03° 35' 10" E 148.01 feet along the said present West line of F. M. Highway 2478 to a 5/8-inch rod set for corner;

THENCE N 89° 50' 58" N 299.76 feet parallel to the North line of said 58.401 acre tract to a 5/8 inch iron rod set for corner;

THENCE 0° 09' 02" E 147.70 feet to a 5/8-inch iron rod set for corner, point being 50 feet perpendicular distance from the North line of said 58.401 acre tract;

THENCE S 89° 50' 58" E 290.11 feet parallel to and 50 feet perpendicular distance from the North line of said 58.401 acre tract to the point of beginning and containing 1.0000 acres (43,560.23 square feet) of land.

Attachment: 2016-10-11 Special Warranty Deed - City to Celina (8 30 16) (1789 : Danville Water Tower Site Purchase)



Planning and Development Services
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Brooks Wilson, Planning Manager
CC: Rick Chaffin, Interim City Manager
Date: October 11, 2016
Re: Sign Code Amendment - Kiosk Signs

Action Requested:

Consider and act upon an ordinance amending Section 3.07.018 (9) of the Code of Ordinances regarding Kiosk Signs. (Liebman)

Background Information:

At the regular City Council meeting on December 7, 2015, the City Council adopted the Kiosk Sign Program to curtail or eliminate the proliferation of bandit signs advertising new home development within Celina and its ETJ and to provide a legal means to advertise both residential developments and individual home builders. The kiosk signs are meant to direct potential home buyers to residential neighborhoods in Celina from heavily trafficked locations, such as Preston Road, Frontier Parkway and the Dallas North Tollway, among other roadways. At that time, Section 3.07.018(9) of the Code of Ordinances allowed kiosk signs in general and was not changed to meet the specific application of the Home Builder Kiosk Sign Program.

The current kiosk sign program has been very popular with home builders in Celina and there is competition among the builders for placement on the signs to direct potential buyers to residential home developments. To this end, staff is recommending that certain of the kiosk signs that are placed on or near critical intersections in Celina be allowed to increase the height of the kiosk sign from ten (10) feet to twelve (12) feet, increase the width of the kiosk sign from six (6) feet to eight (8) feet, and allowing for up to eight (8) sign placards on each kiosk.

Legal Obligations and Review:

N/A

Supporting Documents:

Revised Ordinance

Board/Committee Recommendation:

N/A

Staff Recommendation:

Staff recommends approval.



Planning & Development Services
City of Celina, Texas

Proposed Changes to Section 3.07.018(9) of the Code of Ordinances regarding Kiosk Signs:

- (9) Kiosk (panel) sign 1 (KPS1).
- (A) Time for KPS-1. On properties generally located at the intersection of two (2) major thoroughfares, kiosk (panel) signs are permissible subject to the following conditions and upon the issuance of a sign permit.
- (B) Place for KPS-1. Kiosk (panel) signs shall be placed on a property located at the intersection of two (2) major thoroughfares as defined and illustrated on the city's thoroughfare plan as it currently exists or may be amended. Kiosk (panel) signs shall be placed a minimum of two hundred (200) feet and a maximum of four hundred fifty (450) feet from the intersecting right-of-way line, or in other locations approved by the City Manager or his or her designee. Kiosk (panel) signs may be placed in the right-of-way.
- (C) Manner for KPS-1. Kiosk (panel) signs shall be designed in accordance with the following design standards:
- (i) A maximum of ~~four (4)~~ **eight (8)** kiosk (panel) signs are permitted at an intersection. ~~One (1)~~ **Two (2)** kiosk (panel) ~~sign~~ **signs** ~~is~~ **are** permitted on each street corner **(facing two directions of traffic).**
 - (ii) The kiosk (panel) sign and its panels shall be of steel construction or wood construction painted with exterior oil-based paint.
 - (iii) The cost of production, installation, maintenance, and relocation or removal of the kiosk (panel) sign shall be the responsibility of the permittee, or, if located on private property, the permittee and the property owner shall have joint and several [severable] liability.
 - (iv) The maximum height shall not exceed ~~ten (10)~~ **twelve (12)** feet.
 - (v) The maximum width shall not exceed ~~six (6)~~ **eight (8)** feet.
 - (vi) **The maximum number of placards per sign shall be eight (8) per sign facade.**
 - (vii) The color of the panels and the letters shall be uniform throughout the entire city.



Finance Department
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Jay Toutounchian, Finance Director
CC: Rick Chaffin, Interim City Manager
Date: October 11, 2016
Re: Reimburse expenses with debt

Action Requested:

Consider and act upon a resolution of the City Council of the City of Celina, Texas, declaring expectation to reimburse expenditures with proceeds of future debt. (Toutounchian)

Background Information:

The City intends to make certain capital expenditures and expects to reimburse them later with proceeds of debt.

Board Review/Citizen Input:

The proposed expenses were reviewed by the Finance and Government Committee.

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Resolution reviewed by bond counsel.

Supporting Documents:

Reimbursement resolution

Staff Recommendation:

**CITY OF CELINA, TEXAS
RESOLUTION NO. 2016- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS,
DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS
OF FUTURE DEBT.**

WHEREAS, the City of Celina, Texas (the “City”), intends to issue debt for the following purposes, to wit: (i) improving and extending the City’s combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, (ii) acquiring equipment and vehicles for police, fire/EMS, parks, engineering, streets, traffic and transportation, and public works departments (iii) constructing and improving streets within the City (iv) constructing, equipping and improving the City Hall annex, police facilities, fire facilities and parks and recreation facilities (v) professional services rendered in connection with such projects and the financing thereof (together, the “Project”); and

WHEREAS, the City further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. Section 1.150-2 (the “Regulation”), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations; now, therefore,

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

SECTION 1: The City reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the City, and this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$16,000,000.00

SECTION 2: This Resolution shall be in force and effect from and after its passage on the date shown below.

Attachment: 2016- R Reimburse expenses with future debt (1800 : Reimburse expenses with future debt)

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the
11th day of October, 2016.

Sean Terry, Mayor

ATTEST:

Vicki Faulkner
City Secretary

Attachment: 2016- R Reimburse expenses with future debt (1800 : Reimburse expenses with future debt)

CAPITAL IMPROVEMENTS PROJECTS

FIVE YEAR PLAN

10/07/2016

[illegible]

DESCRIPTION	JR`	FY 2017	FY2018	FY2019	FY2020	FY2021
Source of Funding	Other Funding	Bond	Bond	Bond	Bond	Bond
	Source	Issue	Issue	Issue	Issue	Issue
PARKS						
Old Celina Park Improvements (Design Phase)	\$	100,000	\$ 400,000	\$ 3,000,000	\$ 1,500,000	\$ 500,000
Parks Equipment		\$ 75,000				
TOTAL PARKS	\$	100,000	\$ 475,000	\$ 3,000,000	\$ 1,500,000	\$ 500,000
Other funding source is Celina Community Development Corporation						
ENGINEERING						
GIS Database Support, Hosting, Software		\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Engineer Vehicle		\$ 45,000				
TOTAL ENGINEERING	\$	-	\$ 115,000	\$ 70,000	\$ 70,000	\$ 70,000
PUBLIC WORKS (STREETS)						
Buildings and Structures						
CR 106 Office Renovations		\$ 85,000				
Streets						
Dump Truck		\$ 125,000				
CR 83		\$ 300,000				
FM 455/Cole Branch	\$	-				
Downtown Overlay (Ash St., Utah St. & Arkansas St.)		\$ 300,000				
Downtown Rehabilitation (Streets)		\$ 1,600,000	\$ 1,600,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
Preston Hills		\$ 250,000	\$ 350,000			
High Point		\$ 300,000				
Falcon/Ascot		\$ 200,000				
CR 55		\$ 2,000,000				
Owensby		\$ 2,750,000				
Twin Lakes		\$ 300,000				
Sunset		\$ 2,500,000				
Legacy Bridge		\$ 2,000,000				

Drainage Master Plan

Drainage Master Plan	\$	250,000			
Merritt Erosion	\$	150,000			
Twelve Oaks Easement					
Preston Hills Easement					
Downtown	\$	2,700,000	\$	2,000,000	\$
					2,000,000

Other funding source is from Storm Water and Drainage Fees.

DOWNTOWN			\$	2,700,000	\$	3,000,000	\$	2,000,000	\$	2,000,000
TOTAL PUBLIC WORKS (STREET)	\$	400,000	\$	1,560,000	\$	6,950,000	\$	7,350,000	\$	6,000,000
Other funding source is from Storm Water and Drainage Fees.								TOTAL ALL YEARS	\$	27,760,000

TOTAL ALL YEARS

Emergency Warning Light		\$	200,000												
Cardiac Monitor Replacement		\$	85,000												
EMS Training Mannequin				\$	12,000										
Outdoor Warning Sirens (incl with each station)				\$	160,000										
Fuel Tanks Station 1		\$	50,000												
Chief Command Truck		\$	95,000												
Fire Inspector Vehicle		\$	95,000												
Brush 2 Replacement		\$	240,000												
Fire Safety Education Trailer				\$	150,000										
Fire Station No. 2 (design in FY2017 and build in FY2018)		\$	500,000	\$	5,200,000										
Station No. 2 Equipment-Quint/Medic			\$	1,500,000											
Fire Station No. 3 (design in FY 2018 and build in FY2019)		\$	500,000	\$	5,200,000										
Station No. 3 Equipment-Quint/Engine				\$	2,000,000										
Fire Station No. 4 (design in FY 2020 and build in FY2021)				\$	500,000	\$	5,200,000								
Station No. 4 Equipment-Quint/Engine						\$	2,000,000								
TOTAL FIRE & EMS	\$	-	\$	835,000	\$	7,630,000	\$	7,522,000	\$	500,000	\$	2,000,000	\$	7,200,000	
TOTAL ALL YEARS														\$	23,687,000

POLICE DEPARTMENT

Three Patrol Vehicles for New Hires					\$	323,000						
Replace WatchGuard Server					\$	10,000						
CID Vehicle (1)					\$	45,000						
Replace Three Patrol Vehicles							\$	194,000				
New Police Facility-Site Acquisition							\$	2,000,000				
New Police Facility-Architectural Design							\$	400,000				
New Police Facility-Construction							\$		6,000,000	\$		4,625,000
New Police Facility-Furnishings							\$		325,000			
TOTAL POLICE	\$	-	\$	-	\$	378,000	\$	2,594,000	\$	6,325,000	\$	4,625,000

TOTAL ALL YEARS												\$	13,922,000
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CITY HALL FACILITIES

CITY HALL FACILITIES													
City Hall/Kirk Hall Generators					\$	250,000							
Kirk Hall Parking Lot					\$	650,000							
City Hall-Site Acquisition										\$	4,000,000	\$	15,000,000
City Hall Facility-Architectural Design										\$	750,000		

TOTAL CITY HALL FACILITIES

	\$	-	\$	900,000	\$	-	\$	4,750,000	\$	15,000,000	\$	15,000,000
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GRAND TOTAL FOR ALL OF GF FUNDED DEPARTMENTS

	\$	500,000	\$	3,885,000	\$	18,028,000	\$	23,786,000	\$	28,395,000	\$	32,895,000
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TOTAL ALL YEARS

	\$	107,489,000
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CAPITAL IMPROVEMENTS PROJECTS

FIVE YEAR PLAN

[illegible]

10/07/2016

Packet Pg. 290

DESCRIPTION	CR `	FY 2017	FY2018	FY2019	FY2020	FY2021
Source of Funding	Other Funding	Bond	Bond	Bond	Bond	Bond
	Source	Issue	Issue	Issue	Issue	Issue
Water System						
Water Line Extension - POWC to Morgan - Construction		\$ 900,000				
Meter Vehicles		\$ 75,000				
Utility Truck		\$ 45,000				
Valve Maintenance Trailer		\$ 65,000				
Backhoe		\$ 125,000				
Downtown Rehabilitation	\$ 275,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	250,000
Celina Road GST rehab		\$ 250,000				
2 MGD EST - Construction		\$ 4,015,000				
DC Ranch		\$ 1,100,000				
Purchase of Danville EST						
Morgan Lakes EST rehab			\$ 400,000			
Parallel Waterline from DTPS to Morgan Lakes EST			\$ 1,600,000			
Additional Pump at Celina Rd PS				\$ 35,000		
Downtown EST rehab				\$ 250,000		
New Downtown EST				\$ 1,168,608	\$ 4,674,432	
Additional Pump at Downtown PS				\$ 35,000		
Parallel waterlines from Celina Rd PS to Downtown EST				\$ 3,284,736		
Parallel water lines from Coit Rd along CR-84				\$ 252,672		
Parallel WL - Preston Rd from E Ash to Sunset				\$ 227,405		
TOTAL WATER	\$ 275,000	\$ 6,825,000	\$ 2,250,000	\$ 1,703,608	\$ 8,724,245	\$ 250,000

TOTAL ALL YEARS

70.037.053

TOTAL ALL YEARS

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TOTAL ALL YEARS

\$ 67,902,853